

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, DECEMBER 10, 2024 – 6:00 PM



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.

Anyone wishing to address the City Council is requested to complete a card at the City Clerk's desk. Speakers are respectfully requested to abide by the following procedures:

**Limit your comments to three (3) minutes*

**No debating and rebuttals*

**Speak directly to the Mayor not staff or the audience*

**Time cannot be allocated to others*

**No raising your hand and speaking from the audience*

**Only speak one (1) time per agenda item*

AGENDA

Invocation & Pledge of Allegiance to the Flag - **Youth Pastor Travis Ivey, Hickory Grove Baptist Church**

Roll Call

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

AWARDS & RECOGNITION

1. Show of Appreciation to Cheryl Kennedy, Owner of Home Video Studies - 150th Historic Video
2. Recognize Barbara Cornett for her Service to the Mentoring Center
3. 2023 Recognition Awards ***Interim Chief Hines***
 - Cora Milliken - Officer of the Year
 - Brandi Acres - Supervisor of the Year
 - Malynn Nooney - Dispatcher of the Year
 - Jenny McQuaid - Civilian of the Year

PRESENTATIONS

4. Presentation from Brian Campbell, from Congressman Aaron Bean's office
5. FMPA - December 2024 ***Bob Page***

PUBLIC HEARINGS

6. Second and final reading of Ordinance No. O-33-2024, to authorize a referendum on proposed City Charter amendments. ***L.J. Arnold III***

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.

- [7.](#) City Council approval of the Final Plat for phase 2a of the Rookery Development for a portion of parcel #: 016515-008-00 **Michael Daniels**
- [8.](#) City Council approval of the Thomas Hogan Gym, gym floor replacement in the amount of \$183,279.00 to Impact Sports Surfaces Inc., based on Sourcewell contract #031022. **Greg Bauer**
- [9.](#) City Council approval of the 2025 Food Truck Friday Dates. **Kimberly Thomas**
- [10.](#) City Council approval of CAC Revised By-Laws. **Kimberly Thomas**
- [11.](#) City Council approval of the Sawcross (Tender Contractor) Pay Request #7, in the amount of \$237,975.00, and authorization for the mayor to execute Disbursement Request # 23 (to follow), for construction of the Harbor Road Advanced Wastewater Treatment Facility (HRAWWTF), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420. **Scott Schultz**
- [12.](#) City Council approval of Pay Application #8 for the West Street CDBG Stormwater Improvements and Highland Sidewalk Improvements to Besch and Smith in the amount of \$220,407.83. **Greg Bauer**
- [13.](#) City Council approval of Minutes. **Erin West**
Regular Sessions: 9/3/2024, 9/17/2024
Special Session: 10/31/2024
- [14.](#) City Council approval of the Martin Luther King, Jr Day Proclamation. **Erin West**
- [15.](#) City Council approval of the Arbor Day Proclamation. **Erin West**
- [16.](#) City Council approval of pay application #4 to Kirby Development, Inc. In the amount of \$152,666.01, for the Julia Street Stormwater Improvement Project. **Greg Bauer**
- [17.](#) City Council approval of a Key to the City. **Erin West**
- [18.](#) City Council approval of the proclamation for Amazing Grace Family Farms. **Erin West**
- [19.](#) City Council approval of Resolution No. R-32-2024, a Resolution authorizing a Fee Reduction Request for any SJRWMD permits submitted during Fiscal Year 24-25. **Greg Bauer**
- [20.](#) City Council approval of Mittauer Invoice # 24656 in the amount of \$95,000.00, and authorization for the mayor to execute Disbursement Request #3 (to follow) permitting and design services for the Magnolia Point Reclaimed Water System & Potable Water System Improvements. **Scott Schultz**

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- [21.](#) City Council approval of the Rivers House 2nd and final change order. *Michael Daniels*
- [22.](#) City Council approval of the Site Development Plan for 2 new commercial buildings for pool sales and storage located at 799 Leonard C Taylor Pkwy. *Michael Daniels*
- [23.](#) City Council approval of subgrant agreement # Z4794 with FDEM for FEMA reimbursements related to Hurricane Milton DR4834. *Mike Null*
- [24.](#) City Council approval of subgrant agreement # Z4922 with FDEM for FEMA reimbursements related to Hurricane Helene DR4828. *Mike Null*
- [25.](#) City Council award of RFQ No. 2024-06 – CDBG-CV Cafetorium Architectural Services to Forefront Architecture and Engineering, and authorization to proceed in developing a design task order. *Mike Null*
- [26.](#) City Council authorization for the Mayor to execute the attached affidavit retracting and replacing affidavit to comply with chapter 17-7 Florida administrative code, public landfill and waste disposal site and associated general release of liability, regarding the old City landfill. *Mike Null*

COUNCIL BUSINESS

- [27.](#) First reading of Ordinance No. O-35-2024, editing Chapter 54 in the City Code to add Article III. *Interim Chief Hines, Detective Milliken*
28. City Manager & City Attorney Reports / Correspondence
29. City Council Reports / Correspondence

Adjournment

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

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

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

Persons who wish to appeal any decision made by the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and

evidence upon which the appeal is based. The City is not responsible if the in-house recording is incomplete for any reason.

ADA NOTICE

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

PUBLIC PARTICIPATION:

Pursuant to Section 286.0114, Florida Statutes, effective October 1, 2013, the public is invited to speak on any "proposition" before a board, commission, council, or appointed committee takes official action regardless of whether the issue is on the Agenda. Certain exemptions for emergencies, ministerial acts, etc. apply. This public participation does not affect the right of a person to be heard as otherwise provided by law.

EXPARTE COMMUNICATIONS

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

FMPA Report

December 2024

Rate Call

The average price of natural gas for the month was \$2.90. Daily natural gas prices for the past month have continued to move upward; they have ranged from \$2.48 to 3.43. Winter temperatures in the northern half of the US increase heating demand for natural gas and pressured prices upward.

Natural gas accounted for 84% of the generation mix. Coal was 8%; nuclear was 3%. Solar generation was 1%

The peak for the month was 2 October at 5 PM.

Board of Directors

There were no action items on the Board of Directors agenda.

Information items covered regional energy dynamics and the impact on policy making at the Federal level and the quarter HR update

Executive Committee

The Executive Committee approved the removal of the Probabilistic Modeling process from the Rate Schedule B-1.

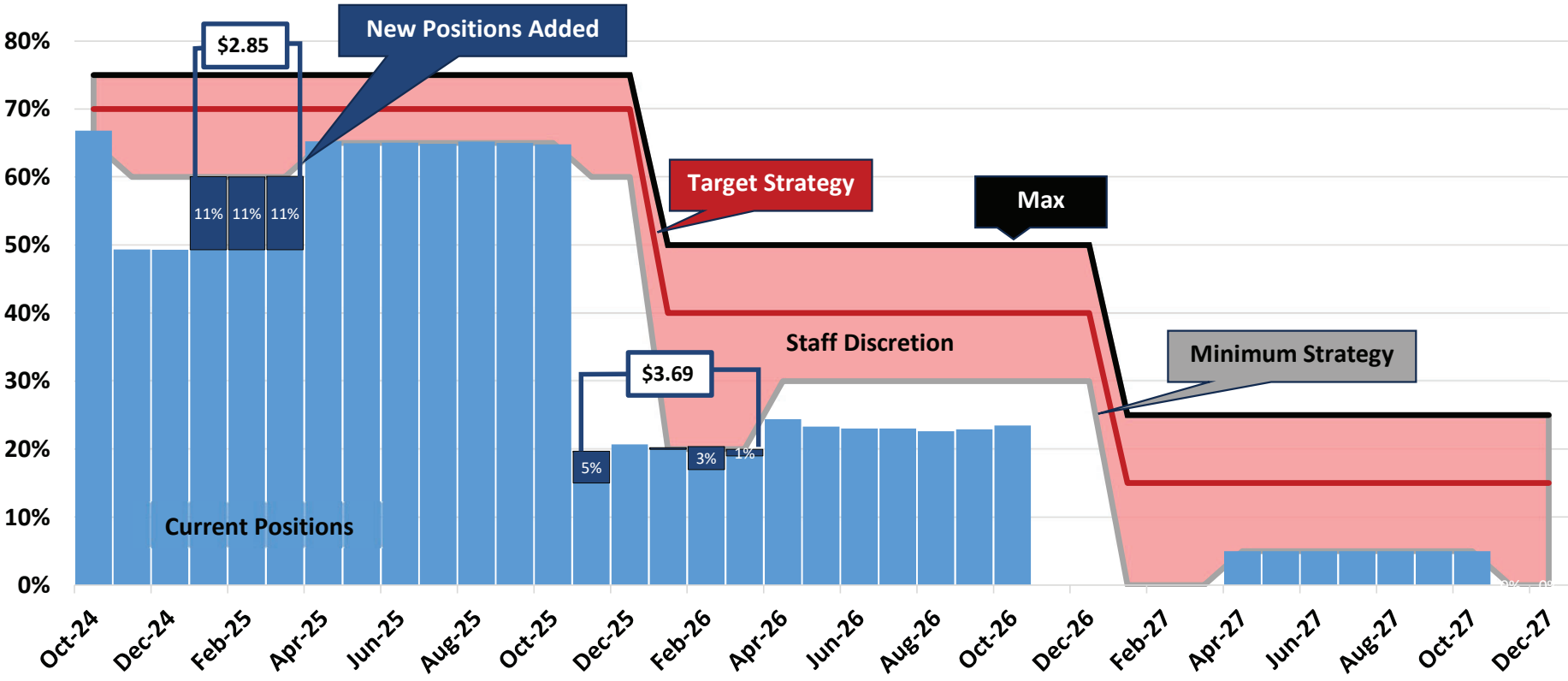
There were no Information items.

Energy Resource

Bettering Human Lives (<https://libertyenergy.com/bettering-human-lives-2024/>)

Current Natural Gas Price Stability Program Status

*Positions Purchased for Jan – Mar 2025 @ \$2.85/MMBtu
(\$0.02 < Target); Additional Positions Purchased for Winter 2026*





STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session
Council Business

MEETING DATE: December 10, 2024

FROM: L.J. Arnold III, City Attorney

SUBJECT: Approve Ordinance No. O-33-2024, on second and final reading, to authorize a referendum on proposed City Charter amendments.

BACKGROUND

Pursuant to current City Charter Section 11.01, the City Council appointed a ten (10) member Charter Review Committee which has recommended changes to the Charter. The Council accepted all of the Committee's proposals and will schedule a referendum on each proposed amendment at our next regular City election in the Spring.

FISCAL IMPACT

There will be some small financial expenditures in the future to cover the costs associated with these proposed amendments should they be approved by the electors.

RECOMMENDATION

Motion to approve City Ordinance No. O-33-2024 on second and final reading.

ORDINANCE NO. 0-33 -2024

AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, AUTHORIZING A REFERENDUM TO VOTE ON PROPOSED CITY CHARTER AMENDMENTS REGARDING CITY COUNCIL MEMBER=S COMPENSATION; INCREASING CITY MANAGER SPENDING AUTHORIZATION; AUTHORIZING THE CITY MANAGER TO DECLARE EMERGENCIES AS HEAD OF THE CITY GOVERNMENT UNDER EMERGENCY SITUATIONS; REMOVING REQUIREMENT THAT CITY ATTORNEY BE A RESIDENT OR HAVE AN OFFICE IN THE CITY; REQUIRE REVIEWS OF THE CITY CHARTER EVERY TEN (10) YEARS; AND PROVIDING FOR A PREAMBLE TO THE CITY CHARTER WITHOUT THE NECESSITY OF A REFERENDUM; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, pursuant to the current City Charter Section 11.01, the City Council appointed a Charter Review Committee which studied the Charter and made recommendations to the Council to amend same as set forth below; and

WHEREAS, the City Council desires to accept the Committee=s recommendation and schedule a referendum on such proposed amendments to the Charter, and to add a preamble to the City=s existing Charter by City Council approval herein.

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

Section 1. The City Council hereby authorizes and directs that a referendum be held of qualified City electors to the proposed City Charter Amendments, except Section 2.19, set forth below:

ARTICLE II. - CITY COUNCIL

Section 2.09. - Compensation.

The salary of council members, together with the manner of payment shall be established at seven thousand two hundred dollars (\$7,200.00) ~~six thousand dollars (\$6,000.00)~~ per year payable monthly, effective October 1, ~~2014~~ 2025. The Mayor shall receive an additional one hundred twenty dollars (\$120.00) ~~one hundred dollars (\$100.00)~~ per month for their term as Mayor commencing October 1, ~~2014~~ 2025.

Section 2.19. - Independent Audit.

The council shall cause the management letter and balance sheet for the fiscal year to be available at the Green Cove Springs Public Library and at City Hall in accordance with the Florida Public Records requirements. ~~within fourteen (14) days following receipt of the report from the auditor.~~

Note: No vote of citizens is required for this change due to legislative change.

ARTICLE III. - CITY MANAGER

Section 3.08 - Powers and duties.

- G. Supervise and be responsible for the disbursement of all monies and have control over all expenditures to ensure that budget appropriations are not exceeded. Expenditures of over ~~twenty-five~~ fifty thousand dollars ~~(\$25,000.00)~~ (\$50,000.00) shall be approved by the city council. The city manager may authorize expenditures of up to ~~twenty-five~~ fifty thousand dollars ~~(\$25,000.00)~~ (\$50,000.00) provided the same are budgeted expenditures, but the city council shall have the authority to set a lesser amount for the maximum authorized expenditure by the city manager;
- Q. In the event of war, riot, civil commotions, operational disasters, public health and safety disasters or natural disasters, the city manager may authorize reasonable and necessary emergency expenditures and during such emergency the city manager, the city manager shall be temporarily recognized as head of the city government and have the authority to issue a local state of emergency declaration. The city council shall thoroughly review all such emergency expenditures and approve any local state of emergency declarations within a reasonable time thereafter.

ARTICLE IV. - GENERAL ADMINISTRATION

Section 4.03. - City attorney.

The council shall appoint an officer of the city who shall have the title of city attorney. The compensation of the city attorney shall be fixed by the council. He shall act as legal advisor to and attorney for the council, the city manager, and all city departments, offices and agencies. He shall represent the city in all legal proceedings (unless the city is represented by an attorney where provided without charge to the city), and shall perform any other professional duties prescribed by this Charter, ordinance, or by action of the council. He shall be a lawyer admitted to practice before all courts of the State of Florida and the federal district court. ~~Such attorney shall be a resident or have an office within the city.~~ The city shall have the power to employ an additional attorney for a particular case or matter when it deems necessary.

ARTICLE XI.- CHARTER REVIEW

Section 11.01.- Mandatory.

At least once each ten (10) ~~five (5)~~ years the city council shall cause a review to be made of the entire city Charter. Such review shall be made by registered electors of the city.

Section 2. BALLOT SUMMARY AND BALLOT TITLE. The proposed Charter amendments herein shall be presented for voting in English and Spanish by ballot title, which may differ from its legal title and must otherwise conform to the requirements of law as follows:

Proposed Amendment 1.

Ballot Title: Increase compensation for City Council Members.

Ballot Summary: Shall City Charter Section 2.09 be amended to increase City Council Member=s salary from \$6,000.00 to \$7,200.00 per year and increase the Mayor=s extra salary from \$100.00 to \$120.00 per month?

Yes _____

No _____

Proposed Amendment 2.

Ballot Title: Increase budgeted spending authority of City Manager from \$25,000.00 to \$50,000.

Ballot Summary: Shall City Charter Section 3.08 G. be amended to allow the City Manager to authorize budgeted expenditures up to \$50,000.00 instead of \$25,000.00 as currently established?

Yes _____

No _____

Proposed Amendment 3.

Ballot Title: Allowing the City Manager the authority to issue a local state of emergency declaration.

Ballot Summary: Shall City Charter Section 3.08 Q. be amended to give the City Manager the authority to issue a local state of emergency declaration during events such as war, riot, civil commotions, and natural disasters?

Yes _____

No _____

Proposed Amendment 4.

Ballot Title: Allowing the City Attorney to have an office and residence outside of the City limits.

Ballot Summary: Shall City Charter Section 4.03 be amended so as not to require the City Attorney to reside or have an office within the City limits?

Yes _____

No _____

Proposed Amendment 5.

Ballot Title: Requiring review of City Charter to be made at least every ten (10) years.

Ballot Summary: Shall City Charter Section 11.01 be amended to require that the City Council cause a review of the City Charter at least every ten (10) years instead of every five (5) years?

Yes _____

No _____

Section 3. PREAMBLE The following preamble shall be placed before the City Charter in the Green Cove Springs City Code Book:

We, the people of the City of Green Cove Springs, Florida, under the constitution and laws of the State of Florida, enact this charter for the purpose of protecting the safety and general welfare of the people and provide for the benefits of local self-government, while preserving our rich history and the unique quality of life for current and future generations.

Section 4. REPEALER Any Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 5. 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 6. EFFECTIVE DATE This Ordinance shall become effective upon passage, and all Charter Amendments approved by the voters shall also be effective immediately upon passage.

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 ____ DAY OF _____, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven Kelley, 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 ____ DAY OF _____, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L. J. Arnold, III, City Attorney



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** December 10, 2024
FROM: Michael Daniels
SUBJECT: Final Plat for phase 2a of the Rookery Development for a portion of parcel #: 016515-008-00

PROPERTY DESCRIPTION

APPLICANT: Ellen Avery-Smith, Esq. of Rogers **OWNER:** Gustafson's Cattle, Inc.
 Tower, PA

PROPERTY LOCATION: CR 15 A

PARCEL NUMBER: 016515-008-00

FILE NUMBER: FLUS-22-001, ZON-22-001, FLUS-22-002, PUD-22-001, CDA-22-001

CURRENT ZONING: PUD

FUTURE LAND USE DESIGNATION: NEIGHBORHOOD

SURROUNDING LAND USE

NORTH: FLU: Recreation Z: Recreation Use: Undeveloped	SOUTH: FLU: RLD Z: PUD Use: Undeveloped
EAST: FLU: Neighborhood/Industrial (County) Z: PUD / Heavy Industrial (County) Use: Undeveloped / Industrial	WEST: FLU: Industrial (County) / Recreation Z: Heavy Industrial (County) / Recreation Use: Commercial / Undeveloped

BACKGROUND

DEVELOPMENT DESCRIPTION:

Phase 2a of the Rookery Development consists of the completion of the Pearce Boulevard roadway from Palm Warbler Road to US 17, across from Hall Park Road. The entire Rookery property, consisting of 560 acres was annexed into the City in 2021 and was approved for a Zoning designation of Planned Unit Development and a corresponding Development Agreement for the development of 2,100 residential dwelling units. The requirements set forth in the PUD and the Development Agreement are attached.

The enclosed plan set includes:

- Final Plat

- Performance Bond

STAFF RECOMMENDATION

Staff recommends approval of the Final Plat for the Phase 2a of the Rookery Subdivision subject to the following conditions:

1. Address outstanding comments identified in the attached deficiency report.
2. The final plat shall be recorded in the official Clay County records within 30 days after City Council approval

RECOMMENDED MOTIONS:

Recommend approval of the Rookery Phase 2a Final Plat subject to staff comments.

ROOKERY PHASE 2A

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH,
RANGE 26 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 1 OF 12 SHEETS

SEE SHEET 2 FOR NOTES

CAPTION

PARCEL "A"
A portion of Lot 3, Block 37, Bayard Tract, Clay County, Florida, recorded in Deed Book "J", pages 273 and 274, together with a portion of Lots 17, 18, 19 and 20, Block 1, South Green Cove Springs, recorded in Deed Book "Z", page 748, together with a portion of Palm Avenue, also being a portion of those lands described and recorded in Official Records Book 4609, page 1930, all of the Public Records of said county, all lying in Section 38 of the G.I.F. Clark Grant, Township 6 South, Range 26 East, of said county, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established, with the Westerly right of way line of CSX Railroad, a 100 foot right of way as presently established; thence South 21°54'49" East, along said Westerly right of way line, 1705.82 feet; thence North 68°05'11" East, departing said Westerly right of way line, 100.00 feet to a point lying on the Easterly right of way line of said CSX Railroad and the Point of Beginning. From said Point of Beginning, thence North 21°54'49" West, along said Easterly right of way line of CSX Railroad, 352.10 feet to the Southwesterly corner of those lands described and recorded in Official Records Book 3242, page 272, of said Public Records; thence South 76°02'51" East, departing said Easterly right of way line of CSX Railroad and along the Southerly line of last said lands, 743.00 feet; thence South 58°41'56" East, departing said Southerly line, 209.27 feet; thence South 65°44'29" East, 253.33 feet to the point of curvature of a curve concave Northerly having a radius of 750.50 feet; thence Easterly along the arc of said curve, through a central angle of 35°24'50", an arc length of 463.88 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 83°26'54" East, 456.53 feet; thence Easterly along the arc of a curve concave Southerly having a radius of 549.50 feet, through a central angle of 19°07'04", an arc length of 183.35 feet to a point lying on said Southerly line, said arc being subtended by a chord bearing and distance of North 88°24'13" East, 182.50 feet; thence South 76°02'51" East, along said Southerly line and along a non-tangent line, 225.93 feet to a point lying on the Westerly right of way line of State Road No. 15, a variable width right of way as presently established; thence South 10°38'38" West, departing said Southerly line and along said Westerly right of way line, 146.30 feet to a point on a non-tangent curve concave Southwesterly having a radius of 25.00 feet; thence Northwesterly, departing said Westerly right of way line and along the arc of said curve, through a central angle of 86°41'30", an arc length of 37.83 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 32°42'06" West, 34.32 feet; thence North 76°02'51" West, 65.36 feet to the point of curvature of a curve concave Northerly having a radius of 1064.00 feet; thence Westerly along the arc of said curve, through a central angle of 06°08'31", an arc length of 114.06 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 72°58'36" West, 114.00 feet; thence Westerly along the arc of a curve concave Southerly having a radius of 300.00 feet, through a central angle of 31°21'51", an arc length of 164.22 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 85°35'16" West, 162.18 feet; thence Westerly along the arc of a curve concave Northerly having a radius of 855.50 feet, through a central angle of 35°31'43", an arc length of 530.49 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 83°30'20" West, 522.03 feet; thence North 65°44'29" West, 376.02 feet; thence North 73°24'59" West, 220.43 feet to the point of curvature of a curve concave Southerly having a radius of 450.00 feet; thence Westerly along the arc of said curve, through a central angle of 38°29'50", an arc length of 302.36 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 87°20'06" West, 296.70 feet; thence South 68°05'11" West, 114.09 feet to the Point of Beginning. Containing 6.12 acres, more or less.

PARCEL "B"
A portion of Section 38 of the George I.F. Clarke Grant, Township 6 South, Range 26 East, Clay County, Florida, being a portion of those lands described and recorded in Official Records Book 4610, page 334 and a portion of those lands described and recorded in Official Records Book 4739, page 1287, both of the Public Records of said county and being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established, with the Westerly right of way line of CSX Railroad, a 100 foot right of way as presently established; thence South 21°54'49" East, along said Westerly right of way line, 1424.74 feet to the Point of Beginning.

From said Point of Beginning, thence South 21°54'49" East, continuing along said Westerly right of way line of CSX Railroad, 1441.48 feet; thence North 77°07'44" West, departing said Westerly right of line of CSX Railroad, 122.24 feet; thence North 26°41'00" West, 25.94 feet; thence North 77°07'44" West, 987.89 feet to the point of curvature of a curve concave Northwesterly having a radius of 30.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 23°48'19", an arc length of 12.46 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 65°13'34" West, 12.37 feet; thence South 12°52'16" West, along a non-tangent line, 298.31 feet; thence South 13°41'38" East, 124.03 feet; thence South 51°20'07" East, 122.51 feet; thence South 77°07'44" East, 19.40 feet; thence South 12°52'16" West, 140.00 feet; thence North 77°07'44" West, 128.14 feet to a point on a non-tangent curve concave Westerly having a radius of 30.00 feet; thence Southerly along the arc of said curve, through a central angle of 11°10'23", an arc length of 5.85 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 07°49'37" West, 5.84 feet; thence South 13°24'49" West, 174.50 feet to the point of curvature of a curve concave Northwesterly having a radius of 20.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 90°32'32", an arc length of 31.61 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 31°51'27" East, 28.42 feet; thence South 77°07'44" East, 95.62 feet to the point of curvature of a curve concave Southwesterly having a radius of 30.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 65°47'41", an arc length of 34.45 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 44°13'53" East, 32.59 feet; thence Southeasterly along the arc of a curve concave Northwesterly having a radius of 20.00 feet, through a central angle of 65°47'41", an arc length of 22.97 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 44°13'53" East, 21.73 feet; thence South 77°07'44" East, 249.40 feet to the point of curvature of a curve concave Southwesterly having a radius of 30.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 47.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 32°07'44" East, 42.43 feet; thence South 12°52'16" West, 200.23 feet to the point of curvature of a curve concave Northerly having a radius of 55.00 feet; thence Westerly along the arc of said curve, through a central angle of 147°00'05", an arc length of 141.11 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 86°22'19" West, 105.47 feet; thence Northwesterly along the arc of a curve concave Southwesterly having a radius of 175.00 feet, through a central angle of 45°00'00", an arc length of 137.44 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 42°37'38" West, 133.94 feet; thence Northwesterly along the arc of a curve concave Northwesterly having a radius of 200.00 feet, through a central angle of 15°22'11", an arc length of 53.65 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 57°26'32" West, 53.49 feet; thence Northwesterly along the arc of a curve concave Southwesterly having a radius of 550.00 feet, through a central angle of 14°21'16", an arc length of 137.79 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 56°56'05" West, 137.43 feet; thence North 64°06'43" West, 192.94 feet to the point of curvature of a curve concave Northwesterly having a radius of 30.00 feet; thence Northwesterly along the arc of said curve, through a

SURVEYOR'S CERTIFICATE

Know all men by these presents, that the undersigned, being currently licensed and registered by the State of Florida as a Professional Surveyor and Mapper, does hereby certify that the above plat is a true and correct representation of the lands surveyed, platted and described, and was made under the undersigned's responsible direction and supervision, and that the plat complies with all of the survey requirements of Part 1, Chapter 177, Florida Statutes.

Signed and sealed this _____ day of _____, 2024.

Bob L. Pittman
Professional Surveyor and Mapper
State of Florida Registered Surveyor No. 4827

CAPTION CONTINUED

central angle of 16°50'59", an arc length of 8.82 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 55°41'13" West, 8.79 feet; thence South 71°25'45" West, along a non-tangent line, 23.65 feet; thence South 20°06'44" West, 35.78 feet to the point of curvature of a curve concave Northwesterly having a radius of 985.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 72°04'08", an arc length of 1238.97 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 56°08'48" West, 1158.90 feet; thence North 87°49'08" West, 74.40 feet to a point on a non-tangent curve concave Southeasterly having a radius of 25.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 78°27'47", an arc length of 34.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 52°56'59" East, 31.62 feet; thence North 02°10'52" East, along a non-tangent line, 100.00 feet; thence South 87°49'08" East, 49.91 feet to the point of curvature of a curve concave Northwesterly having a radius of 865.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 56°58'34", an arc length of 860.17 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 63°41'35" East, 825.17 feet; thence North 87°55'47" West, along a non-tangent line, 46.80 feet to a point on a non-tangent curve concave Southerly having a radius of 175.00 feet; thence Westerly along the arc of said curve, through a central angle of 157°37'48", an arc length of 481.45 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 76°44'41" West, 343.35 feet; thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 200.00 feet, through a central angle of 39°30'21", an arc length of 137.90 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 44°11'36" West, 135.19 feet; thence North 79°20'15" West, along a non-tangent line, 34.54 feet to a point on a non-tangent curve concave Westerly having a radius of 30.00 feet; thence Northerly along the arc of said curve, through a central angle of 39°20'10", an arc length of 20.60 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 18°15'15" West, 20.19 feet; thence North 37°55'20" West, 92.83 feet to the point of curvature of a curve concave Southwesterly having a radius of 100.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 33°25'02", an arc length of 58.32 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 54°37'50" West, 57.50 feet; thence North 71°20'21" West, 100.70 feet to the point of curvature of a curve concave Northeasterly having a radius of 100.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 67°44'41", an arc length of 118.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 37°28'01" West, 111.47 feet; thence North 03°35'40" West, 137.02 feet to the point of curvature of a curve concave Easterly having a radius of 100.00 feet; thence Northerly along the arc of said curve, through a central angle of 49°48'01", an arc length of 86.92 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 21°18'21" East, 84.21 feet; thence Northeasterly along the arc of a curve concave Northwesterly having a radius of 114.19 feet, through a central angle of 42°20'42", an arc length of 84.40 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 25°02'00" East, 82.49 feet; thence Northerly along the arc of a curve concave Westerly having a radius of 329.63 feet, through a central angle of 18°48'59", an arc length of 108.25 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 05°32'51" West, 107.77 feet; thence North 07°36'26" West, along a non-tangent line, 27.75 feet to a point lying on the Southerly line of those lands described and recorded in Official Records Book 4739, page 1857, of said Public Records; thence Northeasterly, along the boundary line of last said lands and along the Northwesterly line of those lands described and recorded in said Official Records Book 4739, page 1287, the following 13 courses: Course 1, thence South 77°07'44" East, 785.39 feet; Course 2, thence North 49°36'09" East, 172.16 feet; Course 3, thence North 27°02'28" East, 20.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 440.00 feet; Course 4, thence Northwesterly along the arc of said curve, through a central angle of 04°34'43", an arc length of 35.16 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 60°40'11" West, 35.15 feet; Course 5, thence North 31°37'11" East, along a non-tangent line, 86.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 120.00 feet; Course 6, thence Northeasterly along the arc of said curve, through a central angle of 87°21'29", an arc length of 182.96 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 63°04'27" East, 165.75 feet; Course 7, thence Northerly along the arc of a curve concave Westerly having a radius of 950.00 feet, through a central angle of 06°31'27", an arc length of 108.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 16°08'00" East, 108.12 feet; Course 8, thence North 12°52'16" East, 174.12 feet to the point of curvature of a curve concave Easterly having a radius of 1250.00 feet; Course 9, thence Northerly along the arc of said curve, through a central angle of 17°35'55", an arc length of 383.94 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 21°40'14" East, 382.43 feet to a point on a non-tangent curve concave Southeasterly having a radius of 1441.24 feet; Course 10, thence Northeasterly along the arc of said curve, through a central angle of 05°53'59", an arc length of 148.41 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 26°05'53" East, 148.34 feet; Course 11, thence North 29°02'53" East, 373.29 feet to the point of curvature of a curve concave Southeasterly having a radius of 517.02 feet; Course 12, thence Northeasterly along the arc of said curve, through a central angle of 39°09'19", an arc length of 353.33 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 48°37'32" East, 346.49 feet; Course 13, thence North 68°05'11" East, along a non-tangent line, 70.00 feet to the Point of Beginning.

Containing 39.88 acres, more or less.

CLERK'S CERTIFICATE
I certify that this plat was filed for recording on this _____ day of _____, 2024 in Plat Book _____, Pages _____ through _____, of the Public Records of Clay County, Florida,

Tara S. Green, Clay County Clerk of Court

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL
The City of Green Cove Springs City Council hereby approves this final plat of Rookery Phase 1 this _____ day of _____, 2024.

Clerk of the City of Green Cove Springs Mayor of the City of Green Cove Springs

CERTIFICATE OF APPROVAL BY THE CITY ATTORNEY
The city of Green Cove Springs City Attorney approves this final plat of Rookery Phase 1 this ____ day of _____, 2024.

City Attorney

SURVEYOR'S CERTIFICATE OF REVIEW
The undersigned surveyor hereby certifies that he has reviewed this plat on behalf of Clay County, Florida, in accordance with the requirements of Part 1, Section 177 Florida Statutes, and has determined that said plat conforms with requirements of said Part 1, Chapter 177, Florida Statutes. The undersigned did not prepare this plat. However, my review and certification does not include computation or field verification of any points or measurements.

This certificate is made as of the ____ day of _____, 2024.

Signed: _____ Print Address: 11801 Research Drive
Print Name: Austin Blazs Alachua, FL 32615
Florida Registration No.: LS 7401

ADOPTION AND DEDICATION

This is to certify that D.R. Horton, Inc.—Jacksonville a Delaware corporation, hereinafter "Dedicator", is the lawful owner of the lands described in the caption hereon and that they have caused the same to be surveyed and subdivided, and that this plat known as ROOKERY PHASE 2A made in accordance with said survey is hereby adopted as the true and correct plat of said lands. All of the property that is designated on this plat as, Tracts "A" and "B" (Stormwater Management Facility), Tracts "C", "D", "E" "F" and "J" (Landscape Buffer), Tract "G" (Amenity Center), Tracts "H" and "I" (Fountain) are hereby irrevocably and without reservation dedicated to the Rookery Community Development District, its successors and assigns.

Pearce Boulevard, Darter Chase Street, maintenance easements and unobstructed drainage and access easements and drainage easements are hereby irrevocably and without reservation dedicated to the City of Green Cove Springs, its successors and assigns.

The drainage easements through and over the lakes and filtration systems shown on this plat are hereby irrevocably dedicated to the Rookery Community Development District, its successors and and assigns, and are subject to the following covenants which shall run with the land.

(1) The drainage easements hereby dedicated shall permit the City of Green Cove Springs, its successors and assigns, to discharge into said Stormwater Management Facility which these easements traverse, all water which may fall or come upon the land hereby dedicated, together with all soil, nutrients, chemicals and all other substances which may flow or pass from Pearce Boulevard, Little Heron Place, Lark Sparrow Street, Audubon Avenue, White Ibis Lane, Hatching Court, Horned Lark Court: from adjacent land or from any other source of public waters into or through said Stormwater Management Facility, without any liability whatsoever on the part of the City of Green Cove Springs, its successors and assigns for any damage, injuries or losses to persons or property resulting from the acceptance or use of the drainage easements by the City of Green Cove Springs, its successors and assigns.

(2) Tracts "A" and "B" shown on this plat, dedicated to the Rookery Community Development District, is established for the placement and maintenance of stormwater retention/detention in the Stormwater Management Facility. Rookery Community Development District shall remain responsible for the maintenance and/or repair of said Stormwater Management Facility in accordance with all applicable permits and laws, unless the tracts are conveyed to an owners association which has the duty and authority, and has accepted responsibility therefor, Clay County by acceptance of this plat assumes no responsibility for the removal or treatment of aquatic plants, animals, soil, chemicals or any other substance or thing that may ever be or come within said Stormwater Management Facility which these easements traverse, or any responsibility for maintenance or preservation of the water purity, water level or water depth, which responsibilities shall be those of Community Development District. The City of Green Cove Springs, its successors and assigns are hereby granted an easement for drainage purposes across said Tracts "A" and "B".

(3) The City of Green Cove Springs, its successors and assigns shall not be liable or responsible for the creation, operation, failure or destruction of Water level control equipment which may be constructed or installed by the developer or any other person within the area of the lands hereby platted, or of the Stormwater Management Facility shown on this plat, but shall have he right to modify the existence of the Stormwater Management Facility and that which retains it to effect adequate drainage including but not limited to, the right to remove any water level control structures or any part thereof. D.R. Horton, Inc., developer and owner of the Stormwater Management Facility depicted in this plat, shall indemnify the City of Green Cove Springs and hold it harmless from suits, actions, damages and liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrence in, upon, at or from the Stormwater Management Facility described above, or any part thereof, occasioned wholly or in part by any act or omission of D.R. Horton, Inc., its agents, contractors, employees, servants, licensees or concessionaires with ROOKERY PHASE 2A. This indemnification shall run with the land and the successors and assigns of D.R. Horton, Inc., shall be bound by and subject to it.

The Rookery Community Development District pursuant to Ordinance O–15–2024 is responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System in perpetuity. Such maintenance shall include the exercise of practices which allow the Surface Water or Stormwater Management System to provide drainage, water storage, conveyance or other stormwater management capabilities in accordance with all the permits, statutes, rules and regulations pertaining to surface water management, drainage and water quality promulgated by the United States Army Corps of Engineers (ACOE), FDEP, St. Johns River Water Management District (SJRWMD) and all other local, state and federal authorities having jurisdiction.

None of the foregoing shall prohibit the City of Green Cove Springs, from establishing a municipal service benefit unit, stormwater utility, transportation utility, or any other special assessment/fee system within any subdivision for the furnishing of roads, streets, drainage, or other benefits. Nor shall any of the foregoing prohibit the acceptance for maintenance of roads or common facilities by the City Council if after any filing of any plat the facilities to be accepted by the City Council for maintenance are upgraded to City acceptance standards by contribution of the local developer or homeowners or by establishment of a municipal service benefit district.

All easements for water and sewer systems, marked CCUA and shown on plat are hereby irrevocably and without reservation dedicated to Clay County Utility Authority (CCUA), its successors and assigns.

All easements for underground electrical distribution system, marked GCS and shown on plat are hereby irrevocably and without reservation dedicated to the City of Green Cove Springs (GCS), its successors and assigns.

Those easements designated as "AT&T Easement" are hereby irrevocably dedicated to BellSouth Telecommunications, LLC, a Georgia limited liability company, d/b/a AT&T Florida, its successors and assigns, for their exclusive use. Those easements designated as "AT&T Access Easement" are hereby irrevocably dedicated to BellSouth Telecommunications, LLC, a Georgia limited liability company, d/b/a AT&T Florida, its successors and assigns, for their non-exclusive use.

In witness whereof, the undersigned Owner has executed this plat on the ____ day of _____, 2024.

D.R. Horton, Inc.—Jacksonville
a Delaware corporation
By: Philip A. Fremento Vice President
Witness Print Name Witness Print Name

STATE OF _____, COUNTY OF _____
The foregoing instrument was acknowledged before me, by means of [____] physical presence or [____] online notarization, this ____ day of _____, 2024, by Philip A. Fremento, the Vice President of D.R. Horton, Inc.—Jacksonville, a Delaware corporation, who [____] is personally known to me or who [____] has produced as identification.

Notary Public, State of Florida at Large My Commission expires _____
Printed Name Commission Number _____

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642–8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

ROOKERY PHASE 2A

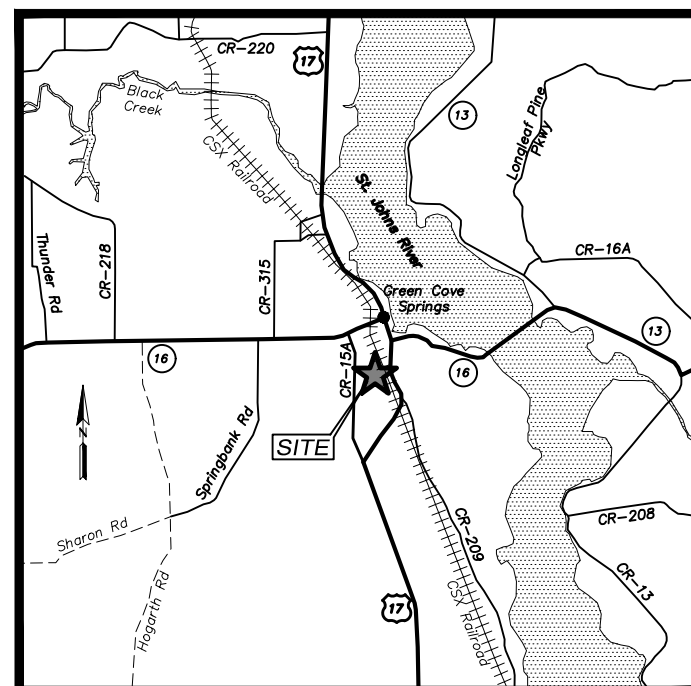
A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH,
RANGE 26 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 2 OF 12 SHEETS

LEGEND

- DENOTES SET P.R.M., 4"x4" C.M.
STAMPED L.B.#3624,
UNLESS OTHERWISE NOTED
- DENOTES FOUND P.R.M., 4"x4" C.M.
STAMPED P.R.M. L.B.#3624,
UNLESS OTHERWISE NOTED
- DENOTES P.C.P., STAMPED P.C.P. L.B.#3624,
TABULATED CURVE DATA
- CHORD BEARING
- CHORD DISTANCE
- CENTERLINE
- CONCRETE MONUMENT
- CLAY ELECTRIC COOPERATIVE
- CLAY COUNTY UTILITY AUTHORITY
- DEED BOOK
- EASEMENT
- GREEN COVE SPRINGS
- TABULATED LINE DATA
- ARC LENGTH
- LICENSED BUSINESS
- NON-RADIAL LOT LINE
- NAVD
- NORTH AMERICAN VERTICAL DATUM
- O.R.B.
- OFFICIAL RECORDS BOOK
- P.B.
- PLAT BOOK
- P.C.
- POINT OF CURVATURE
- PAGE
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- POINT OF REVERSE CURVATURE
- P.R.M.
- PERMANENT REFERENCE MONUMENT
- (R)
- RADIAL LOT LINE
- RADIUS
- RIGHT OF WAY
- CENTRAL ANGLE
- ③ SHEET REFERENCE NUMBER
- MATCHLINE



VICINITY MAP
(NOT TO SCALE)

UNPLATTED LANDS OF
SECTION 38 OF THE
GEORGE I.F. CLARKE GRANT
TOWNSHIP 6 SOUTH
RANGE 26 EAST

UNPLATTED LANDS OF
SECTION 38 OF THE
GEORGE I.F. CLARKE GRANT
TOWNSHIP 6 SOUTH
RANGE 26 EAST

NOTES:

- 1) NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of this plat. There may be additional restrictions not recorded on this plat that may be found in the Public Records of this county.
- 2) Bearings based on the Westerly right of way line of CSX Railroad as being South 21°54'49" East.
- 3) Section lines depicted on this plat are graphic representations only, and do not reflect field measure unless otherwise noted.
- 4) Except drainage easements specifically dedicated to, all easements shown hereon shall also be for the construction, installation, maintenance and operation of drainage structures, utilities, sanitary sewers and cable television service, provided however that said cable television service shall not interfere with facilities and service of any electric, telephone, gas or other public utility. In the event a cable television company damages the facility of a public utility, it shall be solely responsible for the damage.
- 5) Whether depicted on the plat or not, the "Owner", hereby grants Clay Electric Cooperative, Inc. and Clay County Utility Authority a 10 foot perpetual easement for utility services over, under, upon and across all lands lying adjacent to, parallel with, and outside of the areas shown on the plat as roads, streets, or other rights-of-way.
- 6) Where a Clay Electric Cooperative, Inc. easement crosses an easement or right-of-way granted to Clay County Utility Authority, Clay Electric Cooperative, Inc. shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. Clay County Utility Authority shall use, occupy, and locate facilities in these joint use areas so as to reasonably accommodate Clay Electric Cooperative, Inc.'s facilities.
- 7) Where a Clay County Utility Authority easement crosses an easement or right-of-way granted to Clay Electric Cooperative, Inc. Clay County Utility Authority shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. Clay Electric Cooperative, Inc. shall use, occupy, and locate facilities in these joint areas so as to reasonably accommodate Clay County Utility Authority facilities.
- 8) All easements for the water and sewer systems marked CCUA and shown on the plat, are hereby irrevocably and without reservation dedicated to Clay County Utility Authority, (CCUA), its successors and assigns.
- 9) All easements for the underground electric distribution system, marked CEC and shown on the plat, are hereby irrevocably and without reservation dedicated to Clay Electric Cooperative, Inc. (CEC), its successors and assigns.
- 10) GCS Utility Easements are dedicated to the City of Green Cove Springs, its successors and assigns.
- 11) The boundary closure does not exceed 1:5000.
- 12) Upon examination of Clay County flood insurance rate map numbers 12019C0277E and 12019C0281E, both dated March 17, 2014, the surveyed property depicted hereon appears to lie within flood zone "X" (area of minimal flood hazard), and, flood zone "A" (areas without base flood elevation), flood zone lines depicted hereon are as scaled from said flood insurance rate map and do not reflect field measure. no attempt was made to field verify.

UTILITIES

Electric Service Provided By: Clay Electric Cooperative, Inc.
Water and Sanitary Sewer Service Provided By: CCUA
Telephone Service Provided By: AT & T

Engineer

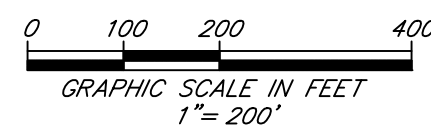
Dunn & Associates, Inc.
8647 Baypine Road, Suite 200
Jacksonville, Florida 32256

Surveyor

ETM Surveying & Mapping, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258

Owner

D.R. Horton, Inc. - Jacksonville
4220 Race Track Road St.
Johns, Florida 32259



PREPARED BY:

ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
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CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

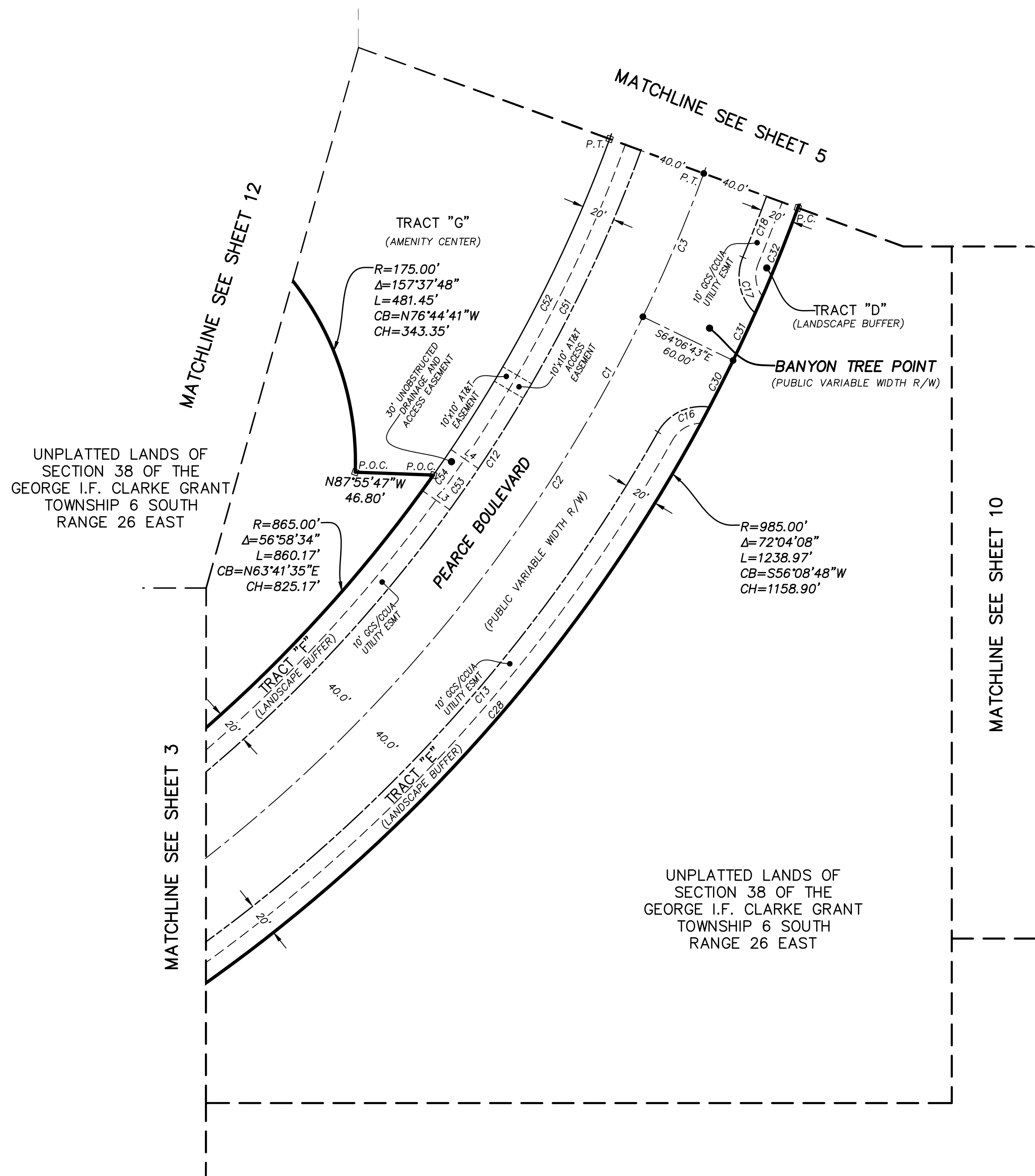
ROOKERY PHASE 2A

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH,
RANGE 26 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 4 OF 12 SHEETS

SEE SHEET 2 FOR NOTES



LEGEND

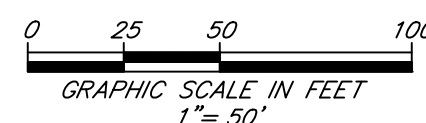
□	DENOTES SET P.R.M., 4"x4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
■	DENOTES FOUND P.R.M., 4"x4" C.M. STAMPED P.R.M. L.B.#3624, UNLESS OTHERWISE NOTED
●	DENOTES P.C.P., STAMPED P.C.P. L.B.#3624, TABULATED CURVE DATA
C1	CHORD BEARING
CB	CHORD DISTANCE
CH	CENTERLINE
C/L	CONCRETE MONUMENT
C.M.	CLAY ELECTRIC COOPERATIVE
CEC	CLAY COUNTY UTILITY AUTHORITY
CCUA	DEED BOOK
D.B.	EASEMENT
ESMT.	GREEN COVE SPRINGS
GCS	TABULATED LINE DATA
L1	ARC LENGTH
L	LICENSED BUSINESS
L.B.	NON-RADIAL LOT LINE
(NR)	NORTH AMERICAN VERTICAL DATUM
NAVD	OFFICIAL RECORDS BOOK
O.R.B.	PLAT BOOK
P.B.	POINT OF CURVATURE
P.C.	PAGE
PG.	POINT OF TANGENCY
P.T.	POINT OF COMPOUND CURVATURE
P.C.C.	PERMANENT CONTROL POINT
P.C.P.	POINT ON CURVE
P.O.C.	POINT OF REVERSE CURVATURE
P.R.C.	PERMANENT REFERENCE MONUMENT
P.R.M.	RADIAL LOT LINE
(R)	RADIUS
R	RIGHT OF WAY
R/W	CENTRAL ANGLE
△	SHEET REFERENCE NUMBER
③	MATCHLINE

LINE TABLE

LINE	BEARING	LENGTH
L3	S55°01'59"E	20.00'
L4	S55°01'59"E	20.00'

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	925.00'	72°04'09"	1163.50'	N56°08'48"E	1088.30'
C2	925.00'	66°17'35"	1070.25'	N59°02'05"E	1011.54'
C3	925.00'	5°46'34"	93.25'	N23°00'00"E	93.21'
C12	885.00'	72°04'08"	1113.19'	N56°08'48"E	1041.24'
C13	965.00'	62°50'09"	1058.31'	N60°45'48"E	1006.06'
C16	30.00'	69°42'44"	36.50'	S64°12'05"W	34.29'
C17	30.00'	69°42'44"	36.50'	S12°25'30"E	34.29'
C18	965.00'	2°19'08"	39.05'	N21°16'18"E	39.05'
C28	985.00'	64°28'22"	1108.38'	N59°56'41"E	1050.83'
C30	985.00'	1°49'12"	31.29'	N26°47'54"E	31.29'
C31	985.00'	1°49'12"	31.29'	N24°58'41"E	31.29'
C32	985.00'	3°57'21"	68.01'	N22°05'25"E	67.99'
C51	885.00'	13°53'01"	214.45'	N27°03'14"E	213.92'
C52	865.00'	13°51'40"	209.26'	N27°02'34"E	208.75'
C53	885.00'	1°56'32"	30.00'	N34°58'01"E	30.00'
C54	865.00'	1°59'14"	30.00'	N34°58'01"E	30.00'



PREPARED BY:
ETM SURVEYING & MAPPING, INC.
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CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

ROOKERY PHASE 2A

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH,
RANGE 26 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 5 OF 12 SHEETS

SEE SHEET 2 FOR NOTES

LEGEND

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- CHORD BEARING
- CHORD DISTANCE
- CENTERLINE
- CONCRETE MONUMENT
- CEC CLAY ELECTRIC COOPERATIVE
- CCUA CLAY COUNTY UTILITY AUTHORITY
- D.B. DEED BOOK
- ESMT. EASEMENT
- GCS GREEN COVE SPRINGS
- LT TABULATED LINE DATA
- L ARC LENGTH
- L.B. LICENSED BUSINESS
- (NR) NON-RADIAL LOT LINE
- NAVD NORTH AMERICAN VERTICAL DATUM
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- P.C. POINT OF CURVATURE
- PG. PAGE
- P.T. POINT OF TANGENCY
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- P.R.C. POINT OF REVERSE CURVATURE
- P.R.M. PERMANENT REFERENCE MONUMENT
- (R) RADIAL LOT LINE
- R RADIUS
- R/W RIGHT OF WAY
- △ CENTRAL ANGLE
- ③ SHEET REFERENCE NUMBER
- MATCHLINE

LINE TABLE		
LINE	BEARING	LENGTH
L5	N82°13'33"W	20.19'
L6	N82°13'33"W	20.19'
L7	N71°25'45"E	25.94'
L8	N71°25'45"E	25.62'
L9	S27°06'27"E	20.19'
L10	S27°06'27"E	20.19'
L11	S13°00'10"W	35.79'
L12	S13°00'10"W	35.15'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C4	400.00'	11°30'38"	80.36'	S64°08'08"E	80.22'
C5	1000.00'	7°14'17"	126.33'	S73°30'35"E	126.24'
C6	1000.00'	7°13'44"	126.17'	N16°29'08"E	126.08'
C14	100.00'	83°04'16"	144.99'	N21°25'24"W	132.62'
C19	120.00'	87°36'28"	183.49'	S63°54'58"W	166.13'
C20	120.00'	83°04'16"	173.98'	N21°25'24"W	159.14'
C21	1035.00'	4°50'56"	87.59'	S74°42'16"E	87.57'
C22	965.00'	2°05'20"	35.18'	S76°05'04"E	35.18'
C23	200.00'	91°41'09"	320.04'	S29°11'50"E	286.97'
C24	1050.00'	3°46'28"	69.17'	N14°45'31"E	69.16'
C29	30.00'	73°37'00"	38.55'	N34°34'05"W	35.95'
C39	100.00'	88°30'42"	154.48'	S64°22'05"W	139.57'
C40	62.75'	90°00'30"	98.58'	N24°53'42"W	88.75'
C41	62.75'	90°00'11"	98.57'	N65°06'39"E	88.74'
C42	62.75'	89°59'49"	98.56'	S24°53'21"E	88.74'
C43	62.75'	89°59'30"	98.56'	S65°06'18"W	88.74'
C55	30.00'	72°1'25"	3.85'	S16°26'02"W	3.85'
C56	30.00'	60°01'03"	31.43'	S17°15'12"E	30.01'
C57	120.00'	5°09'26"	10.80'	N17°32'01"E	10.80'
C58	100.00'	3°42'40"	6.48'	N18°15'24"E	6.48'
C59	100.00'	17°15'14"	30.11'	N07°46'27"E	30.00'
C60	120.00'	14°21'41"	30.08'	N07°46'27"E	30.00'
C61	120.00'	35°35'58"	74.56'	S37°54'43"W	73.37'
C62	120.00'	14°21'41"	30.08'	S62°53'33"W	30.00'
C63	120.00'	37°38'49"	78.85'	S88°53'48"W	77.44'
C64	100.00'	37°06'15"	64.76'	N89°55'42"W	63.63'
C65	100.00'	17°15'14"	30.11'	S62°53'33"W	30.00'
C66	100.00'	34°09'12"	59.61'	S37°11'20"W	58.73'
C67	1035.00'	2°34'32"	46.52'	S73°34'03"E	46.52'
C68	1035.00'	1°23'04"	25.01'	S75°32'51"E	25.01'
C80	132.00'	88°44'11"	204.43'	N63°45'49"E	184.61'
C81	962.00'	6°31'27"	109.54'	N16°08'00"E	109.48'

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14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

ROOKERY PHASE 2A

PLAT BOOK PAGE

SHEET 6 OF 12 SHEETS

SEE SHEET 2 FOR NOTES

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA.

MATCHLINE SEE SHEET 7

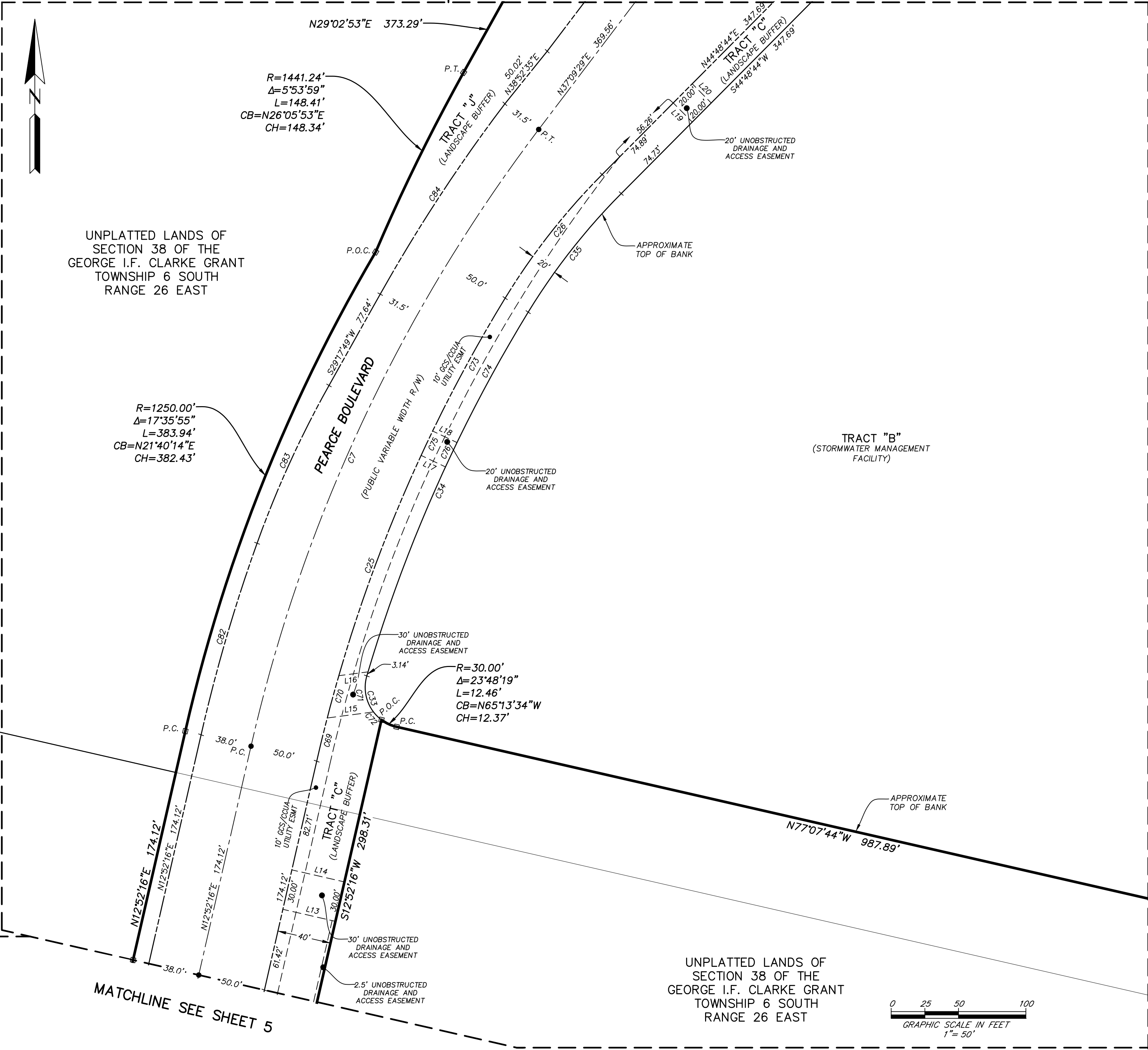
LEGEND

- DENOTES SET P.R.M., 4"x4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
- DENOTES FOUND P.R.M., 4"x4" C.M. STAMPED P.R.M. L.B.#3624, UNLESS OTHERWISE NOTED
- DENOTES P.C.P., STAMPED P.C.P. L.B.#3624, TABULATED CURVE DATA
- C1 CHORD BEARING
- CH CHORD DISTANCE
- C/L CENTERLINE
- C.M. CONCRETE MONUMENT
- CEC CLAY ELECTRIC COOPERATIVE
- CCUA CLAY COUNTY UTILITY AUTHORITY
- D.B. DEED BOOK
- EASEMENT
- ESMT. GREEN COVE SPRINGS
- GCS TABULATED LINE DATA
- L1 ARC LENGTH
- L LICENSED BUSINESS
- (NR) NON-RADIAL LOT LINE
- NAVD NORTH AMERICAN VERTICAL DATUM
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- P.C. POINT OF CURVATURE
- PG. PAGE
- P.T. POINT OF TANGENCY
- P.C.C. POINT OF COMPOUND CURVATURE
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- P.O.C. POINT ON CURVE
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- P.R.M. PERMANENT REFERENCE MONUMENT
- (R) RADIAL LOT LINE
- R RADIUS
- R/W RIGHT OF WAY
- △ CENTRAL ANGLE
- ③ SHEET REFERENCE NUMBER
- MATCHLINE

LINE TABLE		
LINE	BEARING	LENGTH
L13	S77°07'44"E	40.00'
L14	S77°07'44"E	40.00'
L15	S82°34'37"W	34.62'
L16	S82°34'37"W	21.86'
L17	S64°39'01"E	19.95'
L18	S64°39'01"E	19.96'
L19	S44°44'07"E	20.00'
L20	S44°44'07"E	20.00'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C7	1200.00'	24°17'13"	508.66'	S25°00'53"W	504.86'
C25	1150.00'	18°33'39"	372.54'	S22°09'06"W	370.91'
C26	500.00'	13°22'49"	116.76'	S38°07'20"W	116.50'
C33	30.00'	69°44'35"	36.52'	S18°27'07"E	34.30'
C34	1130.00'	15°00'45"	296.08'	S23°55'33"W	295.23'
C35	480.00'	13°22'49"	112.09'	S38°07'20"W	111.84'
C69	1150.00'	1°38'39"	33.00'	S13°41'36"W	33.00'
C70	1150.00'	1°37'15"	32.53'	S15°19'32"W	32.53'
C71	30.00'	53°50'33"	28.19'	S10°30'06"E	27.17'
C72	30.00'	15°54'02"	8.33'	S45°22'24"E	8.30'
C73	1150.00'	5°35'58"	112.39'	S28°37'57"W	112.34'
C74	1146.20'	5°30'43"	110.27'	S28°39'30"W	110.22'
C75	1150.00'	0°59'47"	20.00'	S25°20'04"W	20.00'
C76	52286.06'	0°01'19"	20.00'	N25°20'59"E	20.00'
C82	1238.00'	6°51'19"	148.12'	S16°17'56"W	148.03'
C83	771.00'	9°34'14"	128.79'	S24°30'42"W	128.64'
C84	1231.50'	7°51'40"	168.96'	S33°13'39"W	168.83'

PREPARED BY:
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ROOKERY PHASE 2A

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH,
RANGE 26 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 7 OF 12 SHEETS

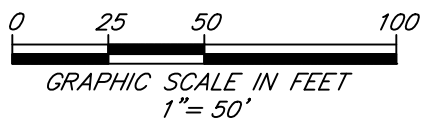
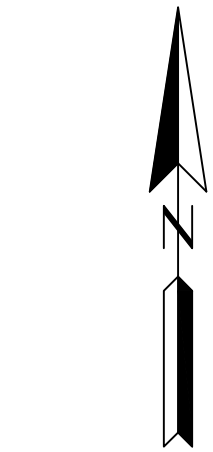
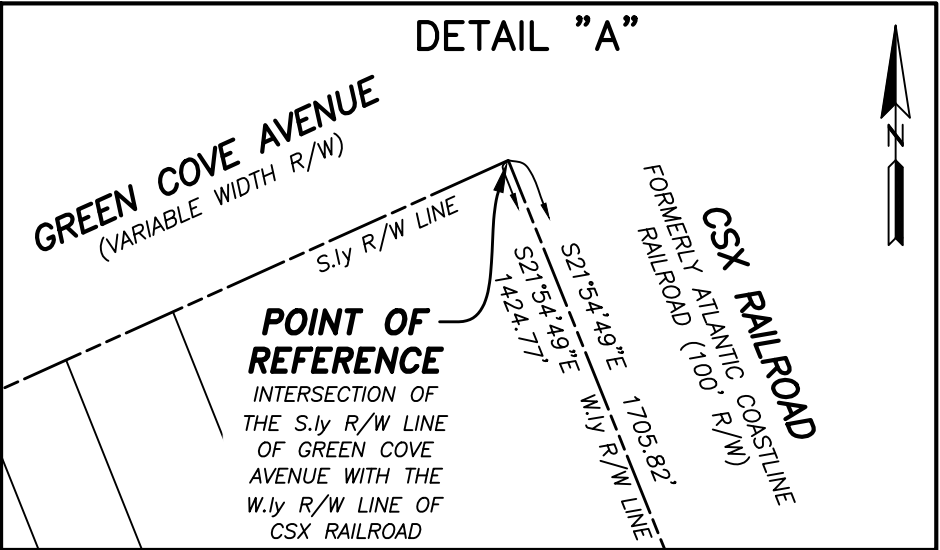
SEE SHEET 2 FOR NOTES

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C8	540.00'	30°55'42"	291.49'	S52°37'20"W	287.97'
C9	540.00'	46°10'20"	435.16'	N88°49'39"W	423.48'
C27	500.00'	23°16'27"	203.10'	S56°26'58"W	201.71'
C36	480.00'	23°16'27"	194.98'	S56°26'58"W	193.64'
C37	30.00'	90°00'00"	47.12'	N66°54'49"W	42.43'
C85	570.00'	28°49'13"	286.72'	S51°34'06"W	283.70'

LINE TABLE		
LINE	BEARING	LENGTH
L21	S21°54'49"E	19.86'
L22	S21°54'49"E	20.00'

UNPLATTED LANDS OF
SECTION 38 OF THE
GEORGE I.F. CLARKE GRANT
TOWNSHIP 6 SOUTH
RANGE 26 EAST

SEE DETAIL "A"
FOR POINT OF
REFERENCE



- LEGEND
- DENOTES SET P.R.M., 4"x4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
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 - GCS GREEN COVE SPRINGS
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 - (NR) NON-RADIAL LOT LINE
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 - P.C. POINT OF CURVATURE
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 - R/W RIGHT OF WAY
 - △ CENTRAL ANGLE
 - ③ SHEET REFERENCE NUMBER
 - - - MATCHLINE

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ROOKERY PHASE 2A

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH,
RANGE 26 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 8 OF 12 SHEETS

SEE SHEET 2 FOR NOTES

MATCHLINE SEE SHEET 7

MATCHLINE SEE SHEET 11

MATCHLINE SEE SHEET 9



UNPLATTED LANDS OF
SECTION 38 OF THE
GEORGE I.F. CLARKE GRANT
TOWNSHIP 6 SOUTH
RANGE 26 EAST

UNPLATTED LANDS OF
SECTION 38 OF THE
GEORGE I.F. CLARKE GRANT
TOWNSHIP 6 SOUTH
RANGE 26 EAST

BLOCK 1 SOUTH GREEN COVE SPRINGS
DB Z, PG 748

LOT 20

LOT 19

PEARCE BOULEVARD
(PUBLIC VARIABLE WIDTH R/W)

S76°02'51"E 743.00'

S58°41'56"E 209.27'

S65°44'29"E 608.60'

S65°44'29"E 253.33'

N73°24'59"W 220.43'

N65°44'29"W 376.02'

R=450.00'
Δ=38°29'50"
L=302.36'
CB=S87°20'06"W
CH=296.70'

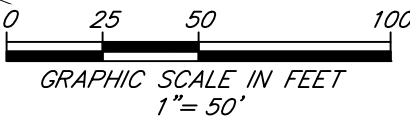
R=750.50'
Δ=35°24'50"
L=463.88'
CB=S83°26'54"E
CH=456.53'

R=855.50'
Δ=35°31'43"
L=530.49'
CB=N83°30'20"W
CH=522.03'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C9	540.00'	46°10'20"	435.16'	N88°49'39"W	423.48'
C10	800.00'	25°31'32"	356.40'	S78°30'15"E	353.46'

LEGEND

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RANGE 26 EAST, CLAY COUNTY, FLORIDA.

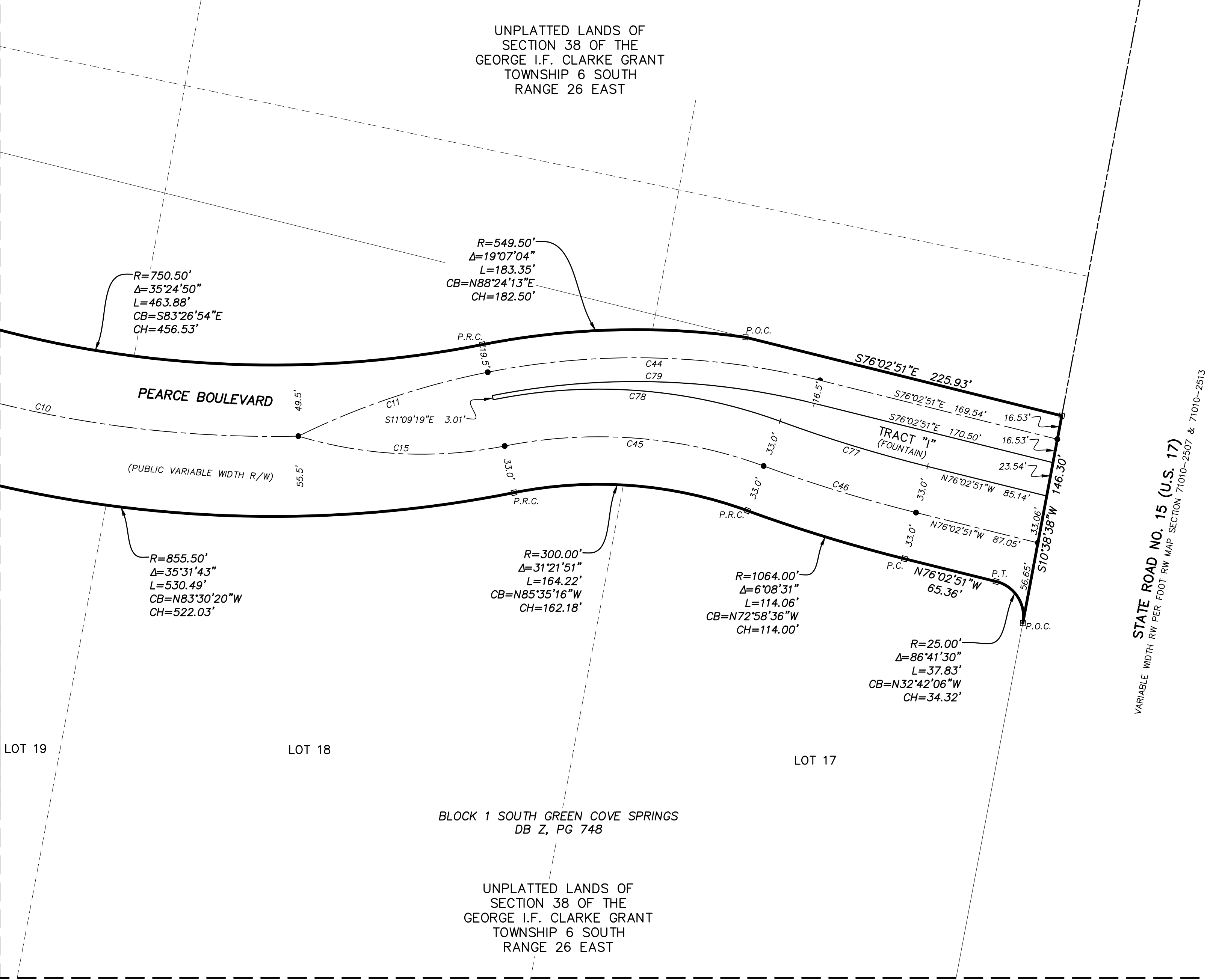
PLAT BOOK PAGE

SHEET 9 OF 12 SHEETS

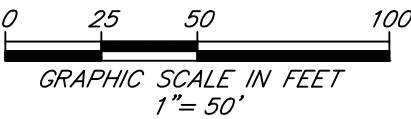
SEE SHEET 2 FOR NOTES

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C10	800.00'	25°31'32"	356.40'	S78°30'15"E	353.46'
C11	530.00'	15°01'24"	138.97'	S71°19'59"W	138.57'
C15	295.88'	28°00'41"	144.65'	S87°15'51"E	143.22'
C44	530.00'	25°06'27"	232.25'	N88°36'05"W	230.40'
C45	333.00'	31°21'51"	182.29'	N85°35'16"W	180.02'
C46	1031.00'	6°08'31"	110.52'	S72°58'36"E	110.47'
C77	998.00'	6°08'31"	106.98'	S72°58'36"E	106.93'
C78	366.00'	31°36'41"	201.93'	N85°42'41"W	199.38'
C79	513.50'	25°06'27"	225.02'	N88°36'05"W	223.22'

MATCHLINE SEE SHEET 8



- LEGEND
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A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH,
RANGE 26 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK

PAGE

SHEET 10 OF 12 SHEETS

SEE SHEET 2 FOR NOTES



UNPLATTED LANDS OF
SECTION 38 OF THE
GEORGE I.F. CLARKE GRANT
TOWNSHIP 6 SOUTH
RANGE 26 EAST

MATCHLINE SEE SHEET 5

MATCHLINE SEE SHEET 4

N64°06'43"W
192.94'

P.T.
R=550.00'
Δ=14°21'16"
L=137.79'
CB=N56°56'05"W
CH=137.43'

P.R.C.
R=200.00'
Δ=15°22'11"
L=53.65'
CB=N57°26'32"W
CH=53.49'

TRACT "A"
(STORMWATER MANAGEMENT
FACILITY)

APPROXIMATE
TOP OF BANK

P.R.C.
R=175.00'
Δ=45°00'00"
L=137.44'
CB=N42°37'38"W
CH=133.94'

UNPLATTED LANDS OF
SECTION 38 OF THE
GEORGE I.F. CLARKE GRANT
TOWNSHIP 6 SOUTH
RANGE 26 EAST

P.C.
R=55.00'
Δ=147°00'05"
L=141.11'
CB=S86°22'19"W
CH=105.47'

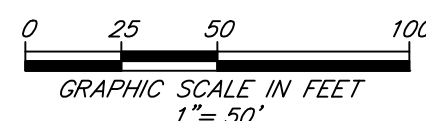
S77°07'44"E 249.40'

P.C.
R=30.00'
Δ=90°00'00"
L=47.12'
CB=S32°07'44"E
CH=42.43'

S125°21'16"W 200.23'

LEGEND

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ROOKERY PHASE 2A

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TOWNSHIP 6 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 11 OF 12 SHEETS

SEE SHEET 2 FOR NOTES

MATCHLINE SEE SHEET 7

MATCHLINE SEE SHEET 8

LINE TABLE		
LINE	BEARING	LENGTH
L23	N68°19'02"E	25.00'
L24	N68°19'02"E	25.00'

TRACT "B"
(STORMWATER MANAGEMENT FACILITY)

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C38	30.00'	124°47'05"	65.34'	N40°28'44"E	53.17'

60' UNOBSTRUCTED DRAINAGE AND ACCESS EASEMENT

APPROXIMATE TOP OF BANK

APPROXIMATE TOP OF BANK

UNPLATTED LANDS OF SECTION 38 OF THE
GEORGE I.F. CLARKE GRANT
TOWNSHIP 6 SOUTH
RANGE 26 EAST

N26°41'00"W
25.94'

N77°07'44"W
122.24'

S77°07'44"E 37.06'

N77°07'44"W 987.89'

CSX RAILROAD
FORMERLY ATLANTIC COASTLINE
RAILROAD (100' R/W)

720.74'(C.M. TO C.M.)
S21°54'49"E 1441.48'
1160.40'

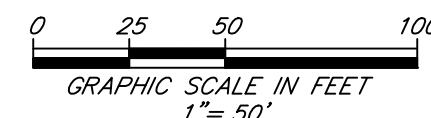
N21°54'49"W 1011.32'

TRACT "C"
(LANDSCAPE BUFFER)

FLOOD ZONE A
FLOOD ZONE X

LEGEND

- DENOTES SET P.R.M., 4"x4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
- DENOTES FOUND P.R.M., 4"x4" C.M. STAMPED P.R.M. L.B.#3624, UNLESS OTHERWISE NOTED
- DENOTES P.C.P., STAMPED P.C.P. L.B.#3624, TABULATED CURVE DATA
- C1 CHORD BEARING
- CB CHORD DISTANCE
- CH CENTERLINE
- C/L CONCRETE MONUMENT
- C.M. CLAY ELECTRIC COOPERATIVE
- CCUA CLAY COUNTY UTILITY AUTHORITY
- D.B. DEED BOOK
- ESMT. EASEMENT
- GCS GREEN COVE SPRINGS
- L1 TABULATED LINE DATA
- L ARC LENGTH
- L.B. LICENSED BUSINESS
- (NR) NON-RADIAL LOT LINE
- NAVD NORTH AMERICAN VERTICAL DATUM
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- P.C. POINT OF CURVATURE
- PG. PAGE
- P.T. POINT OF TANGENCY
- P.C.C. POINT OF COMPOUND CURVATURE
- P.C.P. PERMANENT CONTROL POINT
- P.O.C. POINT ON CURVE
- P.R.C. POINT OF REVERSE CURVATURE
- P.R.M. PERMANENT REFERENCE MONUMENT
- (R) RADIAL LOT LINE
- R RADIUS
- R/W RIGHT OF WAY
- △ CENTRAL ANGLE
- ③ SHEET REFERENCE NUMBER
- MATCHLINE



PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

ROOKERY PHASE 2A

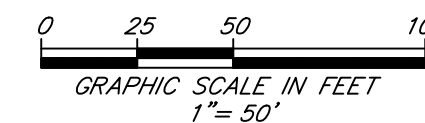
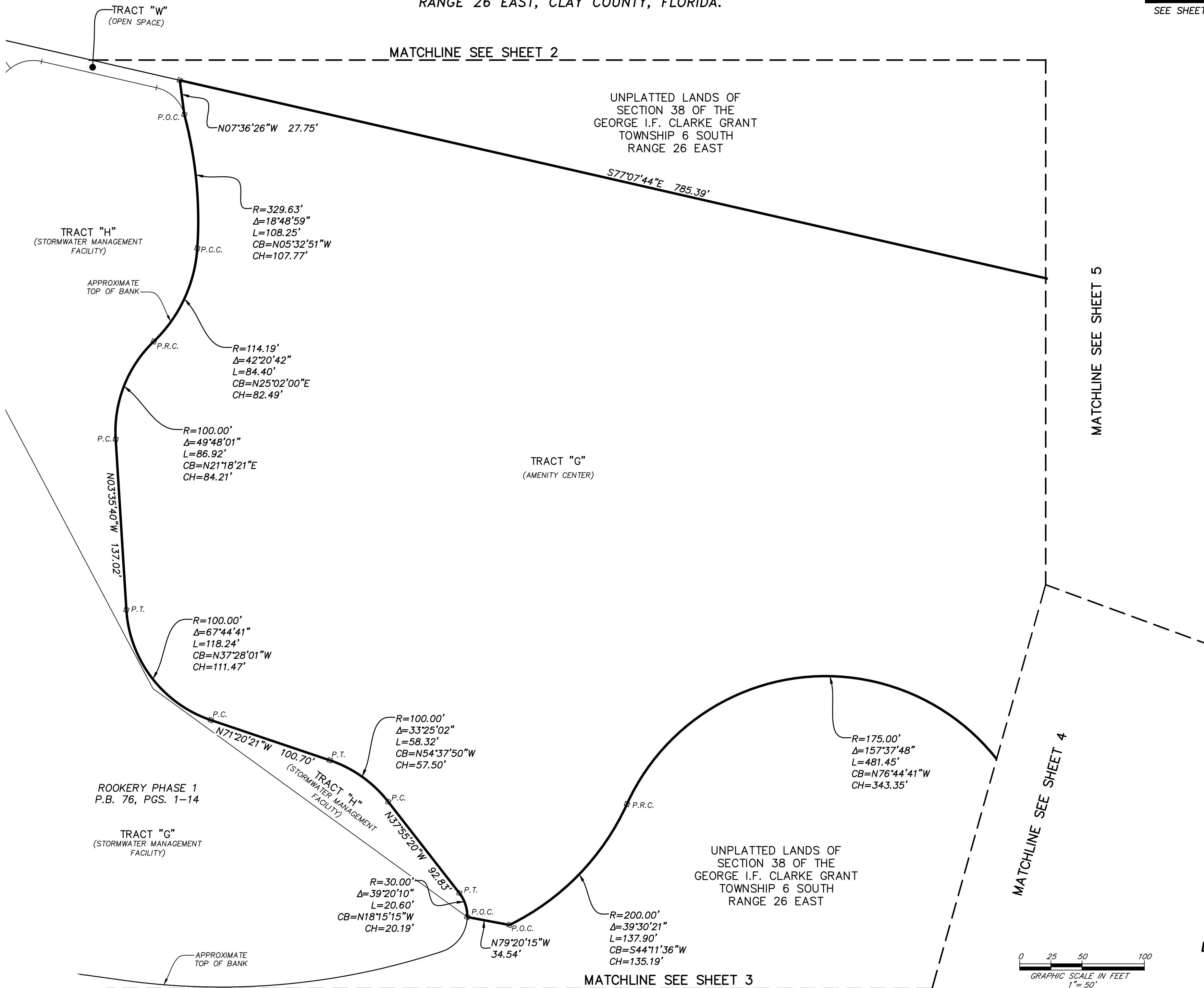
A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH,
RANGE 26 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK

PAGE

SHEET 12 OF 12 SHEETS

SEE SHEET 2 FOR NOTES



PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624



Planning & Zoning

321 Walnut Street, Green Cove Springs, FL 32043 904-297-7051

APPLICATION DEFICIENCY NOTICE

DATE: November 18, 2024

APPLICATION REFERENCE: D R HORTON INC-JACKSONVILLE, PLF-24-005 - COUNTY ROAD 15A

Dear Applicant:

The items you submitted for the above-referenced permit have been reviewed by the City representatives responsible for approving different aspects of your application. Attached to this notice is a list of comments in response to the materials submitted.

Each of the items on the attached list require responses and revised materials be created and re-submitted before any further action can be taken on this permit. A hold is placed on this application and the time it takes you to respond to this list of items is excluded in calculating permit processing timeframes. Once corrected and/or new materials are submitted, your permit processing timeframe will begin again.

A complete response to each of the items on the attached list is required to be submitted ***at the same time***. As applicable, a complete response is required to include:

1. A written document addressing all of your responses (one paper copy).
2. New and/or updated technical reports (one paper copy).
3. New and/or corrected plans. Please note that revisions to previously submitted plans are required to be identified by clouding, must be noted in a revision list on the plan sheet(s), and are required to be incorporated into a full set of revised plans (one paper copy).
4. A transmittal that itemizes everything being resubmitted (one paper copy).
5. A copy of the entire resubmittal must be provided electronically (either on a thumb drive or uploaded via the permit portal).

Your response must be received by our Department within 180 days of the date noted on this letter to avoid this application being withdrawn from consideration. Withdrawn application must be resubmitted as new applications requiring repayment of all applicable fees and processing requirements.

Thank you for your anticipated cooperation in submitting the items requested by staff. We look forward to working with you as this application continues to be processed.

APPLICATION DEFICIENCY NOTICE

DATE: November 18, 2024

APPLICATION REFERENCE: D R HORTON INC-JACKSONVILLE, PLF-24-005

CITY ATTORNEY COMMENTS - contact Jim Arnold (cityattorney@greencovesprings.com)

1. See attached markups (Exhibit A)

CONSULTANT COMMENTS - contact Austin Blazs (Austin.Blazs@nv5.com)

Registered Florida Surveyor and Mapper Certificate Number 7401

Record Plat review based on Florida Statutes Chapter 177, Part 1, Platting and City of Green Cove Springs Subdivision Application. See attached markups(Exhibit B)

1. All Pages:
 - a. Per 177.091(2) Margins should be 3 on the left side and 1/2" on each of the 3 remaining sides.
 - b. Abbreviation "D.B." needs to be added to the Legend.
 - c. Abbreviation "P.O.C." needs to be added to the Legend.
2. Sheet 2 of 12
 - a. Per City of Green Cove "Final Plat Attachments 2e", add to Surveyors Note that the boundary closure does not exceed 1:5000.
 - b. Per City of Green Cove "Final Plat Attachments 2h", the "Location of streams, lakes and swamps, and land subject to the 100-year flood as defined by the Federal Emergency Management Agency, official flood maps" is needed.
 - c. Fill in Rookery Phase 1 PB and PG numbers once recorded.
3. Sheet 3 of 12
 - a. Fill in Rookery Phase 1 PB and PG numbers once recorded.
 - b. Label the width of the "Landscape Buffer".
 - c. Add "Matchline See Sheet 12"
4. Sheet 4 of 12
 - a. Label the width of the "Landscape Buffer".
5. Sheet 5 of 12
 - a. Label the width of the "Landscape Buffer".
6. Sheet 6 of 12
 - a. Label the width of the "Landscape Buffer".
7. Sheet 7 of 12
 - a. Label the width of the "Landscape Buffer".
8. Sheet 11 of 12
 - a. Label the width of the "Landscape Buffer".

APPLICATION DEFICIENCY NOTICE

DATE: November 18, 2024

APPLICATION REFERENCE: D R HORTON INC-JACKSONVILLE, PLF-24-005

PLANNING DIVISION COMMENTS - contact Michael Daniels (mdaniels@greencovesprings.com)

Please add the following language to the plat and dedication section:

Stormwater:

1. The Rookery Community Development District pursuant to Ordinance O-15-2024 is responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System in perpetuity. Such maintenance shall include the exercise of practices which allow the Surface Water or Stormwater Management System to provide drainage, water storage, conveyance or other stormwater management capabilities in accordance with all the permits, statutes, rules and regulations pertaining to surface water management, drainage and water quality promulgated by the United States Army Corps of Engineers (ACOE), FDEP, St. Johns River Water Management District (SJRWMD) and all other local, state and federal authorities having jurisdiction.

Fountains:

2. The Rookery Community Development District, is responsible for maintenance of the Rookery Roundabout Fountain, at Darter Chase and Pearce Blvd, Bld Permit # 24-0612 in perpetuity.
3. The Rookery Community Development District, is responsible for maintenance of the Rookery Entry Fountain, at Darter Chase and Pearce Blvd, Bld Permit # 24-0613 in perpetuity.

Landscape Buffer:

4. Provide landscape buffer tract F per the project improvement plans:
5. On the west side of Pearce Blvd, north of Darter Chase Street on sheet 5
6. On the east and west side of Pearce Blvd on sheet 6
7. On the north and south side of Pearce Blvd on sheet 7, prior to the RR tracks and then only on the south side Pearce Blvd east of the RR tracks
8. South side of Pearce Blvd on sheet 8
9. South side of Pearce Blvd on sheet 9

PUBLIC WORKS DIVISION COMMENTS - contact Mike Null (mnull@greencovesprings.com)

Rookery Phase 2A Plat 09.23.24.pdf

1. The City needs water, sewer and electric easements outside of ROW, east of the RxR.
2. The language seems ambiguous as to who maintains any stormwater infrastructure within the roadway. It should be Rookery, not City.

ROOKERY PHASE 2A

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 1 OF 12 SHEETS

SEE SHEET 2 FOR NOTES

CAPTION

PARCEL "A"

A portion of Lot 3, Block 37, Bayard Tract, Clay County, Florida, recorded in Deed Book "J", pages 273 and 274, together with a portion of Lots 17, 18, 19 and 20, Block 1, South Green Cove Springs, recorded in Deed Book "Z", page 748, together with a portion of Palm Avenue, also being a portion of those lands described and recorded in Official Records Book 4609, page 1930, all of the Public Records of said county, all lying in Section 38 of the G.I.F. Clark Grant, Township 6 South, Range 26 East, of said county, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established, with the Westerly right of way line of CSX Railroad, a 100 foot right of way as presently established; thence South 21°54'49" East, along said Westerly right of way line, 1705.82 feet; thence North 68°05'11" East, departing said Westerly right of way line, 100.00 feet to a point lying on the Easterly right of way line of said CSX Railroad and the Point of Beginning. From said Point of Beginning, thence North 21°54'49" West, along said Easterly right of way line of CSX Railroad, 352.10 feet to the Southwesterly corner of those lands described and recorded in Official Records Book 3242, page 272, of said Public Records; thence South 76°02'51" East, departing said Easterly right of way line of CSX Railroad and along the Southerly line of last said lands, 743.00 feet; thence South 58°41'56" East, departing said Southerly line, 209.27 feet; thence South 65°44'29" East, 253.33 feet to the point of curvature of a curve concave Northerly having a radius of 750.50 feet; thence Easterly along the arc of said curve, through a central angle of 35°24'50", an arc length of 463.88 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 83°26'54" East, 456.53 feet; thence Easterly along the arc of a curve concave Southerly having a radius of 549.50 feet, through a central angle of 19°07'04", an arc length of 183.35 feet to a point lying on said Southerly line, said arc being subtended by a chord bearing and distance of North 88°24'13" East, 182.50 feet; thence South 76°02'51" East, along said Southerly line and along a non-tangent line, 225.93 feet to a point lying on the Westerly right of way line of State Road No. 15, a variable width right of way as presently established; thence South 10°38'38" West, departing said Southerly line and along said Westerly right of way line, 146.30 feet to a point on a non-tangent curve concave Southwesterly having a radius of 25.00 feet; thence Northwesterly, departing said Westerly right of way line and along the arc of said curve, through a central angle of 86°41'30", an arc length of 37.83 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 32°42'06" West, 34.32 feet; thence North 76°02'51" West, 65.36 feet to the point of curvature of a curve concave Northerly having a radius of 1064.00 feet; thence Westerly along the arc of said curve, through a central angle of 06°08'31", an arc length of 114.06 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 72°58'36" West, 114.00 feet; thence Westerly along the arc of a curve concave Southerly having a radius of 300.00 feet, through a central angle of 31°21'51", an arc length of 164.22 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 85°35'16" West, 162.18 feet; thence Westerly along the arc of a curve concave Northerly having a radius of 855.50 feet, through a central angle of 35°31'43", an arc length of 530.49 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 83°30'20" West, 522.03 feet; thence North 65°44'29" West, 376.02 feet; thence North 73°24'59" West, 220.43 feet to the point of curvature of a curve concave Southerly having a radius of 450.00 feet; thence Westerly along the arc of said curve, through a central angle of 38°29'50", an arc length of 302.36 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 87°20'06" West, 296.70 feet; thence South 68°05'11" West, 114.09 feet to the Point of Beginning. Containing 6.12 acres, more or less.

PARCEL "B"

A portion of Section 38 of the George I.F. Clarke Grant, Township 6 South, Range 26 East, Clay County, Florida, being a portion of those lands described and recorded in Official Records Book 4610, page 334 and a portion of those lands described and recorded in Official Records Book 4739, page 1287, both of the Public Records of said county and being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established, with the Westerly right of way line of CSX Railroad, a 100 foot right of way as presently established; thence South 21°54'49" East, along said Westerly right of way line, 1424.74 feet to the Point of Beginning.

From said Point of Beginning, thence South 21°54'49" East, continuing along said Westerly right of way line of CSX Railroad, 1441.48 feet; thence North 77°07'44" West, departing said Westerly right of line of CSX Railroad, 122.24 feet; thence North 26°41'00" West, 25.94 feet; thence North 77°07'44" West, 987.89 feet to the point of curvature of a curve concave Northeasterly having a radius of 30.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 23°48'19", an arc length of 12.46 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 65°13'34" West, 12.37 feet; thence South 12°52'16" West, along a non-tangent line, 298.31 feet; thence South 13°41'38" East, 124.03 feet; thence South 51°20'07" East, 122.51 feet; thence South 77°07'44" East, 19.40 feet; thence South 12°52'16" West, 140.00 feet; thence North 77°07'44" West, 128.14 feet to a point on a non-tangent curve concave Westerly having a radius of 30.00 feet; thence Southerly along the arc of said curve, through a central angle of 11°10'23", an arc length of 5.85 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 07°49'37" West, 5.84 feet; thence South 13°24'49" West, 174.50 feet to the point of curvature of a curve concave Northeasterly having a radius of 20.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 90°32'32", an arc length of 31.61 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 31°51'27" East, 28.42 feet; thence South 77°07'44" East, 95.62 feet to the point of curvature of a curve concave Southwesterly having a radius of 30.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 65°47'41", an arc length of 34.45 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 44°13'53" East, 32.59 feet; thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 20.00 feet, through a central angle of 65°47'41", an arc length of 22.97 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 44°13'53" East, 21.73 feet; thence South 77°07'44" East, 249.40 feet to the point of curvature of a curve concave Southwesterly having a radius of 30.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 47.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 32°07'44" East, 42.43 feet; thence South 12°52'16" West, 200.23 feet to the point of curvature of a curve concave Northerly having a radius of 55.00 feet; thence Westerly along the arc of said curve, through a central angle of 147°00'05", an arc length of 141.11 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 86°22'19" West, 105.47 feet; thence Northwesterly along the arc of a curve concave Southwesterly having a radius of 175.00 feet, through a central angle of 45°00'00", an arc length of 137.44 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 42°37'38" West, 133.94 feet; thence Northwesterly along the arc of a curve concave Northeasterly having a radius of 200.00 feet, through a central angle of 15°22'11", an arc length of 53.65 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 57°26'32" West, 53.49 feet; thence Northwesterly along the arc of a curve concave Southwesterly having a radius of 550.00 feet, through a central angle of 14°21'16", an arc length of 137.79 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 56°56'05" West, 137.43 feet; thence North 84°06'43" West, 192.94 feet to the point of curvature of a curve concave Northeasterly having a radius of 30.00 feet; thence Northwesterly along the arc of said curve, through a

SURVEYOR'S CERTIFICATE

Know all men by these presents, that the undersigned, being currently licensed and registered by the State of Florida as a Professional Surveyor and Mapper, does hereby certify that the above plat is a true and correct representation of the lands surveyed, platted and described, and was made under the undersigned's responsible direction and supervision, and that the plat complies with all of the survey requirements of Part 1, Chapter 177, Florida Statutes.

Signed and sealed this _____ day of _____, 2024.

Bob L. Pittman
Professional Surveyor and Mapper
State of Florida Registered Surveyor No. 4827

CAPTION CONTINUED

central angle of 16°50'59", an arc length of 8.82 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 55°41'13" West, 8.79 feet; thence South 71°25'45" West, along a non-tangent line, 23.65 feet; thence South 20°06'44" West, 35.78 feet to the point of curvature of a curve concave Northwesterly having a radius of 985.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 72°04'08", an arc length of 1238.97 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 56°08'48" West, 1158.90 feet; thence North 87°49'08" West, 74.40 feet to a point on a non-tangent curve concave Southeasterly having a radius of 25.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 78°27'47", an arc length of 34.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 52°56'59" East, 31.62 feet; thence North 02°10'52" East, along a non-tangent line, 100.00 feet; thence South 87°49'08" East, 49.91 feet to the point of curvature of a curve concave Northwesterly having a radius of 865.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 56°58'34", an arc length of 860.17 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 63°41'35" East, 825.17 feet; thence North 87°55'47" West, along a non-tangent line, 46.80 feet to a point on a non-tangent curve concave Southerly having a radius of 175.00 feet; thence Westerly along the arc of said curve, through a central angle of 157°37'48", an arc length of 481.45 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 76°44'41" West, 343.35 feet; thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 200.00 feet, through a central angle of 39°30'21", an arc length of 137.90 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 44°11'36" West, 135.19 feet; thence North 79°20'15" West, along a non-tangent line, 34.54 feet to a point on a non-tangent curve concave Westerly having a radius of 30.00 feet; thence Northerly along the arc of said curve, through a central angle of 39°20'10", an arc length of 20.60 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 18°15'15" West, 20.19 feet; thence North 37°55'20" West, 92.63 feet to the point of curvature of a curve concave Southwesterly having a radius of 100.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 33°25'02", an arc length of 58.32 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 54°37'50" West, 57.50 feet; thence North 71°20'21" West, 100.70 feet to the point of curvature of a curve concave Northeasterly having a radius of 100.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 67°44'41", an arc length of 118.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 37°28'01" West, 111.47 feet; thence North 03°35'40" West, 137.02 feet to the point of curvature of a curve concave Easterly having a radius of 100.00 feet; thence Northerly along the arc of said curve, through a central angle of 49°48'01", an arc length of 86.92 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 21°18'21" East, 84.21 feet; thence Northeasterly along the arc of a curve concave Northwesterly having a radius of 114.19 feet, through a central angle of 42°20'42", an arc length of 84.40 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 25°02'00" East, 82.49 feet; thence Northerly along the arc of a curve concave Westerly having a radius of 329.63 feet, through a central angle of 18°46'59", an arc length of 108.25 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 05°32'51" West, 107.77 feet; thence North 07°36'26" West, along a non-tangent line, 27.75 feet to a point lying on the Southerly line of those lands described and recorded in Official Records Book 4739, page 1857, of said Public Records; thence Northeasterly, along the boundary line of last said lands and along the Northwesterly line of those lands described and recorded in said Official Records Book 4739, page 1287, the following 13 courses: Course 1, thence South 77°07'44" East, 785.39 feet; Course 2, thence North 49°36'09" East, 172.16 feet; Course 3, thence North 27°02'28" East, 20.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 440.00 feet; Course 4, thence Northwesterly along the arc of said curve, through a central angle of 04°34'43", an arc length of 35.16 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 60°40'11" West, 35.15 feet; Course 5, thence North 31°37'11" East, along a non-tangent line, 86.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 120.00 feet; Course 6, thence Northeasterly along the arc of said curve, through a central angle of 87°21'29", an arc length of 182.96 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 63°04'27" East, 165.75 feet; Course 7, thence Northerly along the arc of a curve concave Westerly having a radius of 950.00 feet, through a central angle of 06°31'27", an arc length of 108.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 16°08'00" East, 108.12 feet; Course 8, thence North 12°52'16" East, 174.12 feet to the point of curvature of a curve concave Easterly having a radius of 1250.00 feet; Course 9, thence Northerly along the arc of said curve, through a central angle of 17°35'55", an arc length of 383.94 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 21°40'14" East, 382.43 feet to a point on a non-tangent curve concave Southeasterly having a radius of 1441.24 feet; Course 10, thence Northeasterly along the arc of said curve, through a central angle of 05°53'59", an arc length of 148.41 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 26°05'53" East, 148.34 feet; Course 11, thence North 29°02'53" East, 373.29 feet to the point of curvature of a curve concave Southeasterly having a radius of 517.02 feet; Course 12, thence Northeasterly along the arc of said curve, through a central angle of 39°09'19", an arc length of 353.33 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 48°37'32" East, 346.49 feet; Course 13, thence North 68°05'11" East, along a non-tangent line, 70.00 feet to the Point of Beginning.

Containing 39.88 acres, more or less.

CLERK'S CERTIFICATE

I certify that this plat was filed for recording on this _____ day of _____, 2024 in Plat Book _____, Pages _____ through _____, of the Public Records of Clay County, Florida,

Tara S. Green, Clay County Clerk of Court

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

The City of Green Cove Springs City Council hereby approves this final plat of Rookery Phase 1 this _____ day of _____, 2024.

Clerk of the City of Green Cove Springs

Mayor of the City of Green Cove Springs

CERTIFICATE OF APPROVAL BY THE CITY ATTORNEY

The city of Green Cove Springs City Attorney approves this final plat of Rookery Phase 1 this _____ day of _____, 2024.

City Attorney

SURVEYOR'S CERTIFICATE OF REVIEW

The undersigned surveyor hereby certifies that he has reviewed this plat on behalf of Clay County, Florida, in accordance with the requirements of Part 1, Section 177 Florida Statutes, and has determined that said plat conforms with requirements of said Part 1, Chapter 177, Florida Statutes. The undersigned did not prepare this plat. However, my review and certification does not include computation or field verification of any points or measurements.

This certificate is made as of the _____ day of _____, 2024.

Signed: _____ Print Address: 11801 Research Drive

Print Name: Austin Blazs Alachua, FL 32615

Florida Registration No.: LS 7401

ADOPTION AND DEDICATION

This is to certify that D.R. Horton, Inc.—Jacksonville a Delaware corporation, hereinafter "Dedicator", is the lawful owner of the lands described in the caption hereon and that they have caused the same to be surveyed and subdivided, and that this plat known as ROOKERY PHASE 2A made in accordance with said survey is hereby adopted as the true and correct plat of said lands. All of the property that is designated on this plat as, Tracts "A" and "B" (Stormwater Management Facility), Tracts "C", "D", "E" and "F" (Landscape Buffer), Tract "G" (Amenity Center) are hereby irrevocably and without reservation dedicated to the Rookery Community Development District, its successors and assigns.

Pearce Boulevard, Darter Chase Street, maintenance easements and unobstructed drainage and access easements and drainage easements are hereby irrevocably and without reservation dedicated to the City of Green Cove Springs, its successors and assigns.

The drainage easements through and over the lakes and filtration systems shown on this plat are hereby irrevocably dedicated to the Community Development District, its successors and and assigns, and are subject to the following covenants which shall run with the land.

(1) The drainage easements hereby dedicated shall permit the City of Green Cove Springs, its successors and assigns, to discharge into said Stormwater Management Facility which these easements traverse, all water which may fall or come upon the land hereby dedicated, together with all soil, nutrients, chemicals and all other substances which may flow or pass from Pearce Boulevard, Little Heron Place, Lark Sparrow Street, Audubon Avenue, White Iris Lane, Hatching Court, Horned Lark Court, from adjacent land or from any other source of public waters into or through said Stormwater Management Facility, without any liability whatsoever on the part of the City of Green Cove Springs, its successors and assigns for any damage, injuries or losses to persons or property resulting from the acceptance or use of the drainage easements by the City of Green Cove Springs, its successors and assigns.

(2) Tracts "A" and "B" shown on this plat, dedicated to the Rookery Community Development District, is established for the placement and maintenance of stormwater retention/detention in the Stormwater Management Facility. Rookery Community Development District shall remain responsible for the maintenance and/or repair of said Stormwater Management Facility in accordance with all applicable permits and laws, unless the tracts are conveyed to an owners association which has the duty and authority, and has accepted responsibility therefor, Clay County by acceptance of this plat assumes no responsibility for the removal or treatment of aquatic plants, animals, soil, chemicals or any other substance or thing that may ever be or come within said Stormwater Management Facility which these easements traverse, or any responsibility for maintenance or preservation of the water purity, water level or water depth, which responsibilities shall be those of Community Development District. The City of Green Cove Springs, its successors and assigns are hereby granted an easement for drainage purposes across said Tracts "A" and "B".

(3) The City of Green Cove Springs, its successors and assigns shall not be liable or responsible for the creation, operation, failure or destruction of Water level control equipment which may be constructed or installed by the developer or any other person within the area of the lands hereby platted, or of the Stormwater Management Facility shown on this plat, but shall have he right to modify the existence of the Stormwater Management Facility and that which retains it to effect adequate drainage including but not limited to, the right to remove any water level control structures or any part thereof. D.R. Horton, Inc., developer and owner of the Stormwater Management Facility depicted in this plat, shall indemnify the City of Green Cove Springs and hold it harmless from suits, actions, damages and liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrence in, upon, at or from the Stormwater Management Facility described above, or any part thereof, occasioned wholly or in part by any act or omission of D.R. Horton, Inc., its agents, contractors, employees, servants, licensees or concessionaires with ROOKERY PHASE 2A. This indemnification shall run with the land and the successors and assigns of D.R. Horton, Inc., shall be bound by and subject to it.

None of the foregoing shall prohibit the City of Green Cove Springs, from establishing a municipal service benefit unit, stormwater utility, transportation utility, or any other special assessment/fee system within any subdivision for the furnishing of roads, streets, drainage, or other benefits. Nor shall any of the foregoing prohibit the acceptance for maintenance of roads or common facilities by the City Council, if, after any filing of any plat the facilities to be accepted by the City Council for maintenance are upgraded to County acceptance standards by contribution of the local developer or homeowners or by establishment of a municipal service benefit district.

All easements for water and sewer systems, marked CCUA and shown on plat are hereby irrevocably and without reservation dedicated to Clay County Utility Authority (CCUA), its successors and assigns.

All easements for underground electrical distribution system, marked GCS and shown on plat are hereby irrevocably and without reservation dedicated to the City of Green Cove Springs (GCS), its successors and assigns.

Those easements designated as "AT&T Easement" are hereby irrevocably dedicated to BellSouth Telecommunications, LLC, a Georgia limited liability company, d/b/a AT&T Florida, its successors and assigns, for their exclusive use. Those easements designated as "AT&T Access Easement" are hereby irrevocably dedicated to BellSouth Telecommunications, LLC, a Georgia limited liability company, d/b/a AT&T Florida, its successors and assigns, for their non-exclusive use.

In witness whereof, the undersigned Owner has executed this plat on the _____ day of _____, 2024.

D.R. Horton, Inc.—Jacksonville
a Delaware corporation

	Witness	Witness
By: _____	_____	_____
Philip A. Fremento Vice President	Print Name	Print Name

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of [_____] physical presence or [_____] online notarization, this _____ day of _____, 2024, by Philip A. Fremento, the Vice President of D.R. Horton, Inc.—Jacksonville, a Delaware corporation, who [_____] is personally known to me or who [_____] has produced as identification.

Notary Public, State of Florida at Large	My Commission expires _____
Printed Name	Commission Number _____

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

ROOKERY PHASE 2A

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 1 OF 12 SHEETS

SEE SHEET 2 FOR NOTES

Item #7.

CAPTION

PARCEL "A"

A portion of Lot 3, Block 37, Bayard Tract, Clay County, Florida, recorded in Deed Book "J", pages 273 and 274, together with a portion of Lots 17, 18, 19 and 20, Block 1, South Green Cove Springs, recorded in Deed Book "Z", page 748, together with a portion of Palm Avenue, also being a portion of those lands described and recorded in Official Records Book 4609, page 1930, all of the Public Records of said county, all lying in Section 38 of the G.I.F. Clark Grant, Township 6 South, Range 26 East, of said county, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established, with the Westerly right of way line of CSX Railroad, a 100 foot right of way as presently established; thence South 21°54'49" East, along said Westerly right of way line, 1705.82 feet; thence North 68°05'11" East, departing said Westerly right of way line, 100.00 feet to a point lying on the Easterly right of way line of said CSX Railroad and the Point of Beginning. From said Point of Beginning, thence North 21°54'49" West, along said Easterly right of way line of CSX Railroad, 352.10 feet to the Southwesterly corner of those lands described and recorded in Official Records Book 3242, page 272, of said Public Records; thence South 76°02'51" East, departing said Easterly right of way line of CSX Railroad and along the Southerly line of last said lands, 743.00 feet; thence South 58°41'56" East, departing said Southerly line, 209.27 feet; thence South 65°44'29" East, 253.33 feet to the point of curvature of a curve concave Northerly having a radius of 750.50 feet; thence Easterly along the arc of said curve, through a central angle of 35°24'50", an arc length of 463.88 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 83°26'54" East, 456.53 feet; thence Easterly along the arc of a curve concave Southerly having a radius of 549.50 feet, through a central angle of 19°07'04", an arc length of 183.35 feet to a point lying on said Southerly line, said arc being subtended by a chord bearing and distance of North 88°24'13" East, 182.50 feet; thence South 76°02'51" East, along said Southerly line and along a non-tangent line, 225.93 feet to a point lying on the Westerly right of way line of State Road No. 15, a variable width right of way as presently established; thence South 10°38'38" West, departing said Southerly line and along said Westerly right of way line, 146.30 feet to a point on a non-tangent curve concave Southwesterly having a radius of 25.00 feet; thence Northwesterly, departing said Westerly right of way line and along the arc of said curve, through a central angle of 86°41'30", an arc length of 37.83 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 32°42'06" West, 34.32 feet; thence North 76°02'51" West, 65.36 feet to the point of curvature of a curve concave Northerly having a radius of 1064.00 feet; thence Westerly along the arc of said curve, through a central angle of 06°08'31", an arc length of 114.06 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 72°58'36" West, 114.00 feet; thence Westerly along the arc of a curve concave Southerly having a radius of 300.00 feet, through a central angle of 31°21'51", an arc length of 164.22 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 85°35'16" West, 162.18 feet; thence Westerly along the arc of a curve concave Northerly having a radius of 855.50 feet, through a central angle of 35°31'43", an arc length of 530.49 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 83°30'20" West, 522.03 feet; thence North 65°44'29" East, 376.02 feet; thence North 73°24'59" West, 220.43 feet to the point of curvature of a curve concave Southerly having a radius of 450.00 feet; thence Westerly along the arc of said curve, through a central angle of 38°29'50", an arc length of 302.36 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 87°20'06" West, 296.70 feet; thence South 68°05'11" West, 114.09 feet to the Point of Beginning. Containing 6.12 acres, more or less.

PARCEL "B"

A portion of Section 38 of the George I.F. Clarke Grant, Township 6 South, Range 26 East, Clay County, Florida, being a portion of those lands described and recorded in Official Records Book 4610, page 334 and a portion of those lands described and recorded in Official Records Book 4739, page 1287, both of the Public Records of said county and being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established, with the Westerly right of way line of CSX Railroad, a 100 foot right of way as presently established; thence South 21°54'49" East, along said Westerly right of way line, 1424.74 feet to the Point of Beginning.

From said Point of Beginning, thence South 21°54'49" East, continuing along said Westerly right of way line of CSX Railroad, 1441.49 feet; thence North 77°07'44" West, departing said Westerly right of line of CSX Railroad, 122.24 feet; thence North 26°41'00" West, 25.94 feet; thence North 77°07'44" West, 987.89 feet to the point of curvature of a curve concave Northeastly having a radius of 30.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 23°48'19", an arc length of 12.46 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 65°13'34" West, 12.37 feet; thence South 12°52'16" West, along a non-tangent line, 298.31 feet; thence South 13°41'38" East, 124.03 feet; thence South 51°20'07" East, 122.51 feet; thence South 77°07'44" East, 19.40 feet; thence South 12°52'16" West, 140.00 feet; thence North 77°07'44" West, 128.14 feet to a point on a non-tangent curve concave Westerly having a radius of 30.00 feet; thence Southerly along the arc of said curve, through a central angle of 11°10'23", an arc length of 5.85 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 07°49'37" West, 5.84 feet; thence South 13°24'49" West, 174.50 feet to the point of curvature of a curve concave Northeastly having a radius of 20.00 feet; thence Southeastly along the arc of said curve, through a central angle of 90°32'32", an arc length of 31.61 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 31°51'27" East, 28.42 feet; thence South 77°07'44" East, 95.62 feet to the point of curvature of a curve concave Southwesterly having a radius of 30.00 feet; thence Southeastly along the arc of said curve, through a central angle of 65°47'41", an arc length of 34.45 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 44°13'53" East, 32.59 feet; thence Southeastly along the arc of a curve concave Northeastly having a radius of 20.00 feet, through a central angle of 65°47'41", an arc length of 22.97 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 44°13'53" East, 21.73 feet; thence South 77°07'44" East, 249.40 feet to the point of curvature of a curve concave Southwesterly having a radius of 30.00 feet; thence Southeastly along the arc of said curve, through a central angle of 90°00'00", an arc length of 47.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 32°07'44" East, 42.43 feet; thence South 12°52'16" West, 200.23 feet to the point of curvature of a curve concave Northerly having a radius of 55.00 feet; thence Westerly along the arc of said curve, through a central angle of 147°00'05", an arc length of 141.11 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 86°22'19" West, 105.47 feet; thence Northwesterly along the arc of a curve concave Southwesterly having a radius of 175.00 feet, through a central angle of 45°00'00", an arc length of 137.44 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 42°37'38" West, 133.94 feet; thence Northwesterly along the arc of a curve concave Northeastly having a radius of 200.00 feet, through a central angle of 15°22'11", an arc length of 53.65 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 57°26'32" West, 53.49 feet; thence Northwesterly along the arc of a curve concave Southwesterly having a radius of 550.00 feet, through a central angle of 14°21'16", an arc length of 137.79 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 56°56'05" West, 137.43 feet; thence North 64°06'43" West, 192.94 feet to the point of curvature of a curve concave Northeastly having a radius of 30.00 feet; thence Northwesterly along the arc of said curve, through a

SURVEYOR'S CERTIFICATE

Know all men by these presents, that the undersigned, being currently licensed and registered by the State of Florida as a Professional Surveyor and Mapper, does hereby certify that the above plat is a true and correct representation of the lands surveyed, platted and described, and was made under the undersigned's responsible direction and supervision, and that the plat complies with all of the survey requirements of Part 1, Chapter 177, Florida Statutes.

Signed and sealed this _____ day of _____, 2024.

Bob L. Pittman
Professional Surveyor and Mapper
State of Florida Registered Surveyor No. 4927

CAPTION CONTINUED

central angle of 16°50'59", an arc length of 8.82 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 55°41'13" West, 8.79 feet; thence South 71°25'45" West, along a non-tangent line, 23.65 feet; thence South 20°06'44" West, 35.78 feet to the point of curvature of a curve concave Northwesterly having a radius of 985.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 72°04'08", an arc length of 1238.97 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 56°08'48" West, 1158.90 feet; thence North 87°49'08" West, 74.40 feet to a point on a non-tangent curve concave Southeastly having a radius of 25.00 feet; thence Northeastly along the arc of said curve, through a central angle of 78°27'47", an arc length of 34.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 52°56'59" East, 31.62 feet; thence North 02°10'52" East, along a non-tangent line, 100.00 feet; thence South 87°49'08" East, 49.91 feet to the point of curvature of a curve concave Northwesterly having a radius of 865.00 feet; thence Northeastly along the arc of said curve, through a central angle of 56°58'34", an arc length of 860.17 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 63°41'35" East, 825.17 feet; thence North 87°55'47" West, along a non-tangent line, 46.80 feet to a point on a non-tangent curve concave Southerly having a radius of 175.00 feet; thence Westerly along the arc of said curve, through a central angle of 157°37'48", an arc length of 481.45 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 76°44'41" West, 343.35 feet; thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 200.00 feet, through a central angle of 39°30'21", an arc length of 137.90 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 44°11'36" West, 135.19 feet; thence North 79°20'15" West, along a non-tangent line, 34.54 feet to a point on a non-tangent curve concave Westerly having a radius of 30.00 feet; thence Northerly along the arc of said curve, through a central angle of 39°20'10", an arc length of 20.60 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 18°15'15" West, 20.19 feet; thence North 37°55'20" West, 92.83 feet to the point of curvature of a curve concave Southwesterly having a radius of 100.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 33°25'02", an arc length of 58.32 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 54°37'50" West, 57.50 feet; thence North 71°20'21" West, 100.70 feet to the point of curvature of a curve concave Northeastly having a radius of 100.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 67°44'41", an arc length of 118.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 37°28'01" West, 111.47 feet; thence North 03°35'40" West, 137.02 feet to the point of curvature of a curve concave Easterly having a radius of 100.00 feet; thence Northerly along the arc of said curve, through a central angle of 49°48'01", an arc length of 86.92 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 21°18'21" East, 84.21 feet; thence Northeastly along the arc of a curve concave Northwesterly having a radius of 114.19 feet, through a central angle of 42°20'42", an arc length of 84.40 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 25°02'00" East, 82.49 feet; thence Northerly along the arc of a curve concave Westerly having a radius of 329.63 feet, through a central angle of 18°48'59", an arc length of 108.25 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 05°32'51" West, 107.77 feet; thence North 07°36'26" West, along a non-tangent line, 27.75 feet to a point lying on the Southerly line of those lands described and recorded in Official Records Book 4739, page 1857, of said Public Records; thence Northeastly, along the boundary line of last said lands and along the Northwesterly line of those lands described and recorded in said Official Records Book 4739, page 1287, the following 13 courses: Course 1, thence South 77°07'44" East, 785.39 feet; Course 2, thence North 49°36'09" East, 172.16 feet; Course 3, thence North 27°02'28" East, 20.00 feet to a point on a non-tangent curve concave Northeastly having a radius of 440.00 feet; Course 4, thence Northwesterly along the arc of said curve, through a central angle of 04°34'43", an arc length of 35.16 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 60°40'11" West, 35.15 feet; Course 5, thence North 31°37'11" East, along a non-tangent line, 86.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 120.00 feet; Course 6, thence Northeastly along the arc of said curve, through a central angle of 87°21'29", an arc length of 182.96 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 63°04'27" East, 165.75 feet; Course 7, thence Northerly along the arc of a curve concave Westerly having a radius of 950.00 feet, through a central angle of 06°31'27", an arc length of 108.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 16°08'00" East, 108.12 feet; Course 8, thence North 12°52'16" East, 174.12 feet to the point of curvature of a curve concave Easterly having a radius of 1250.00 feet; Course 9, thence Northerly along the arc of said curve, through a central angle of 17°35'55", an arc length of 383.94 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 21°40'14" East, 382.43 feet to a point on a non-tangent curve concave Southeastly having a radius of 1441.24 feet; Course 10, thence Northeastly along the arc of said curve, through a central angle of 05°53'59", an arc length of 148.41 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 26°05'53" East, 148.34 feet; Course 11, thence North 29°02'53" East, 373.29 feet to the point of curvature of a curve concave Southeastly having a radius of 517.02 feet; Course 12, thence Northeastly along the arc of said curve, through a central angle of 39°09'19", an arc length of 353.33 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 48°37'32" East, 346.49 feet; Course 13, thence North 68°05'11" East, along a non-tangent line, 70.00 feet to the Point of Beginning.

Containing 39.88 acres, more or less.

CLERK'S CERTIFICATE

I certify that this plat was filed for recording on this _____ day of _____, 2024 in Plat Book _____ Pages _____ through _____ of the Public Records of Clay County, Florida,

Tara S. Green, Clay County Clerk of Court

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

The City of Green Cove Springs City Council hereby approves this final plat of Rookery Phase 1 this _____ day of _____, 2024.

Clerk of the City of Green Cove Springs

Mayor of the City of Green Cove Springs

CERTIFICATE OF APPROVAL BY THE CITY ATTORNEY

The city of Green Cove Springs City Attorney approves this final plat of Rookery Phase 1 this ____ day of _____, 2024.

City Attorney

SURVEYOR'S CERTIFICATE OF REVIEW

The undersigned surveyor hereby certifies that he has reviewed this plat on behalf of Clay County, Florida, in accordance with the requirements of Part 1, Section 177 Florida Statutes, and has determined that said plat conforms with requirements of said Part 1, Chapter 177, Florida Statutes. The undersigned did not prepare this plat. However, my review and certification does not include computation or field verification of any points or measurements.

This certificate is made as of the ____ day of _____, 2024.

Signed: _____

Print Address: 11801 Research Drive

Print Name: Austin Blazs

Altachua, FL 32615

Florida Registration No.: LS 7401

ADOPTION AND DEDICATION

This is to certify that D.R. Horton, Inc.—Jacksonville a Delaware corporation, hereinafter "Dedicator", is the lawful owner of the lands described in the caption hereon and that they have caused the same to be surveyed and subdivided, and that this plat known as ROOKERY PHASE 2A made in accordance with said survey is hereby adopted as the true and correct plat of said lands. All of the property that is designated on this plat as, Tracts "A" and "B" (Stormwater Management Facility), Tracts "C", "D", "E" and "F" (Landscape Buffer), Tract "G" (Amenity Center) are hereby irrevocably and without reservation dedicated to the Rookery Community Development District, its successors and assigns.

Pearce Boulevard, Darter Chase Street, maintenance easements and unobstructed drainage and access easements and drainage easements are hereby irrevocably and without reservation dedicated to the City of Green Cove Springs, its successors and assigns.

The drainage easements through and over the lakes and filtration systems shown on this plat are hereby irrevocably dedicated to the Community Development District, its successors and and assigns, and are subject to the following covenants which shall run with the land.

(1) The drainage easements hereby dedicated shall permit the City of Green Cove Springs, its successors and assigns, to discharge into said Stormwater Management Facility which these easements traverse, all water which may fall or come upon the land hereby dedicated, together with all soil, nutrients, chemicals and all other substances which may flow or pass from Pearce Boulevard, Little Heron Place, Lark Sparrow Street, Audubon Avenue, White Ibis Lane, Hatching Court, Horned Lark Court: from adjacent land or from any other source of public waters into or through said Stormwater Management Facility, without any liability whatsoever on the part of the City of Green Cove Springs, its successors and assigns for any damage, injuries or losses to persons or property resulting from the acceptance or use of the drainage easements by the City of Green Cove Springs, its successors and assigns.

(2) Tracts "A" and "B" shown on this plat, dedicated to the Rookery Community Development District, is established for the placement and maintenance of stormwater retention/detention in the Stormwater Management Facility. Rookery Community Development District shall remain responsible for the maintenance and/or repair of said Stormwater Management Facility in accordance with all applicable permits and laws, unless the tracts are conveyed to an owners association which has the duty and authority, and has accepted responsibility therefor. Clay County by acceptance of this plat assumes no responsibility for the removal or treatment of aquatic plants, animals, soil, chemicals or any other substances or thing that may ever be or come within said Stormwater Management Facility which these easements traverse, or any responsibility for maintenance or preservation of the water purity, water level or water depth, which responsibilities shall be those of Community Development District. The City of Green Cove Springs, its successors and assigns are hereby granted an easement for drainage purposes across said Tracts "A" and "B".

(3) The City of Green Cove Springs, its successors and assigns shall not be liable or responsible for the creation, operation, failure or destruction of Water level control equipment which may be constructed or installed by the developer or any other person within the area of the lands hereby platted, or of the Stormwater Management Facility shown on this plat, but shall have he right to modify the existence of the Stormwater Management Facility and that which retains it to effect adequate drainage including but not limited to, the right to remove any water level control structures or any part thereof. _____ developer and owner of the Stormwater Management Facility depicted in this plat, shall indemnify the City of Green Cove Springs and hold it harmless from suits, actions, damages and liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrence in, upon, at or from the Stormwater Management Facility described above, or any part thereof, occasioned wholly or in part by any act or omission of its agents, contractors, employees, servants, licensees or concessionaires with ROOKERY PHASE 2A. This indemnification shall run with the land and the successors and assigns of _____, shall be bound by and subject to it.

None of the foregoing shall prohibit the City of Green Cove Springs, from establishing a municipal service benefit unit, stormwater utility, transportation utility, or any other special assessment/fee system within any subdivision for the furnishing of roads, streets, drainage, or other benefits. Nor shall any of the foregoing prohibit the acceptance for maintenance of roads or common facilities by the City Council if after any filing of any plat the facilities to be accepted by the City Council for maintenance are upgraded to County acceptance standards by contribution of the local developer or homeowners or by establishment of a municipal service benefit district.

All easements for water and sewer systems, marked CCUA and shown on plat are hereby irrevocably and without reservation dedicated to Clay County Utility Authority (CCUA), its successors and assigns.

All easements for underground electrical distribution system, marked GCS and shown on plat are hereby irrevocably and without reservation dedicated to the City of Green Cove Springs (GCS), its successors and assigns.

Those easements designated as "AT&T Easement" are hereby irrevocably dedicated to BellSouth Telecommunications, LLC, a Georgia limited liability company, d/b/a AT&T Florida, its successors and assigns, for their exclusive use. Those easements designated as "AT&T Access Easement" are hereby irrevocably dedicated to BellSouth Telecommunications, LLC, a Georgia limited liability company, d/b/a AT&T Florida, its successors and assigns, for their non-exclusive use.

In witness whereof, the undersigned Owner has executed this plat on the _____ day of _____, 2024.

D.R. Horton, Inc.—Jacksonville
a Delaware corporation

	Witness	Witness
By: _____	_____	_____
Philip A. Fremento Vice President	Print Name	Print Name

STATE OF _____, COUNTY OF _____

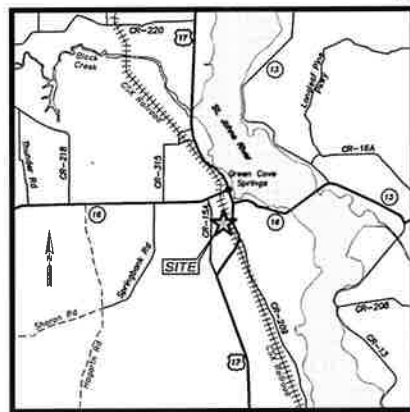
The foregoing instrument was acknowledged before me, by means of [_____] physical presence or [_____] online notarization, this _____ day of _____, 2024, by Philip A. Fremento, the Vice President of D.R. Horton, Inc.—Jacksonville, a Delaware corporation, who [_____] is personally known to me or who [_____] has produced as identification.

Notary Public, State of Florida at Large	My Commission expires _____
Printed Name _____	Commission Number _____

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

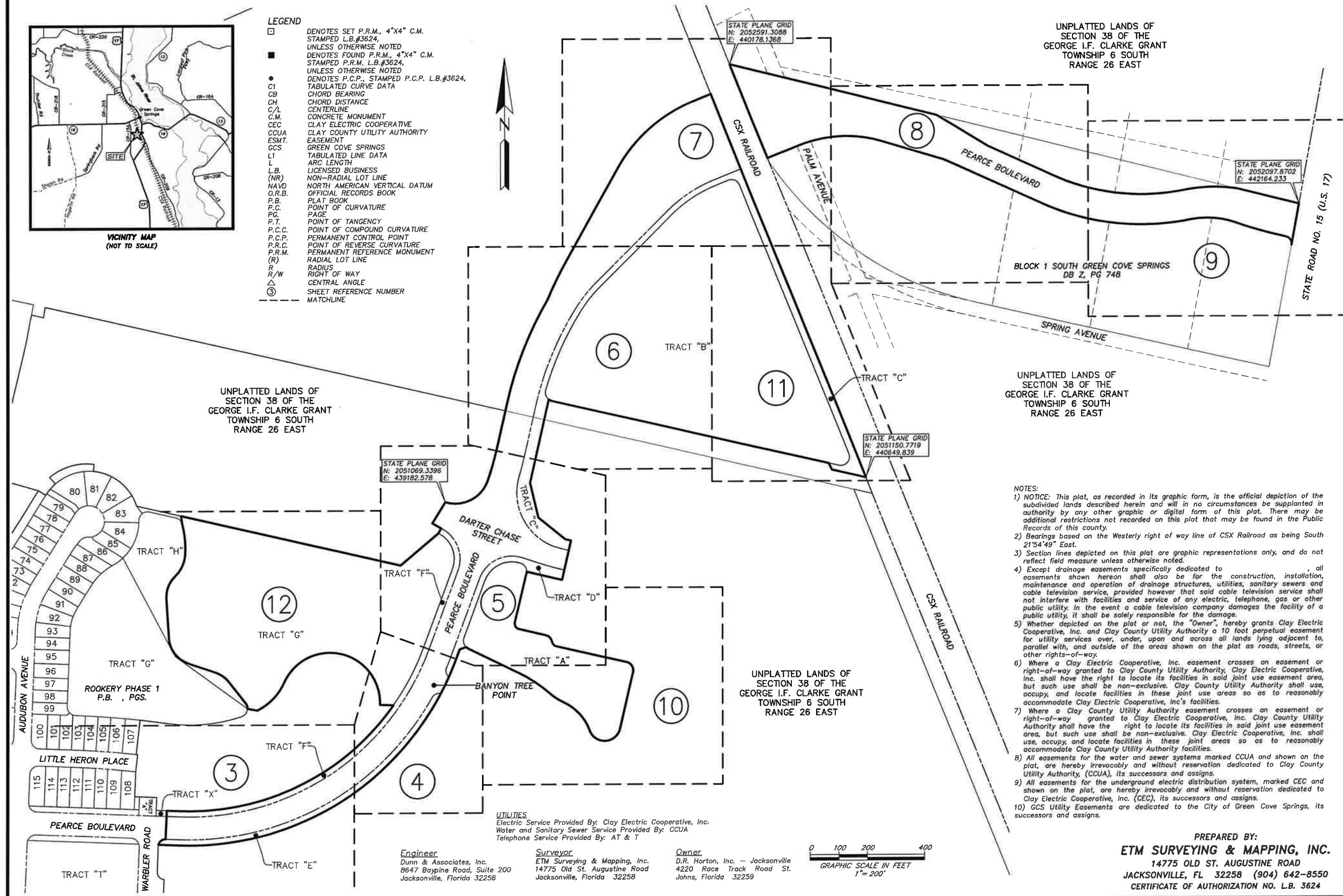
ROOKERY PHASE 2A

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH,
RANGE 26 EAST, CLAY COUNTY, FLORIDA.



VICINITY MAP
(NOT TO SCALE)

- LEGEND
- DENOTES SET P.R.M., 4"x4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
 - DENOTES FOUND P.R.M., 4"x4" C.M. STAMPED P.R.M. L.B.#3624, UNLESS OTHERWISE NOTED
 - DENOTES P.C.P., STAMPED P.C.P. L.B.#3624, UNLESS OTHERWISE NOTED
 - C1 TABULATED CURVE DATA
 - CH CHORD BEARING
 - C/L CHORD DISTANCE
 - C.M. CENTERLINE
 - CEC CONCRETE MONUMENT
 - CCUA CLAY COUNTY UTILITY AUTHORITY
 - ESMT. EASEMENT
 - GCS GREEN COVE SPRINGS
 - L1 TABULATED LINE DATA
 - L ARC LENGTH
 - L.B. LICENSED BUSINESS
 - (NR) NON-RADIAL LOT LINE
 - NAVD NORTH AMERICAN VERTICAL DATUM
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.B. PLAT BOOK
 - P.C. POINT OF CURVATURE
 - P.G. PAGE
 - P.T. POINT OF TANGENCY
 - P.C.C. POINT OF COMPOUND CURVATURE
 - P.C.P. PERMANENT CONTROL POINT
 - P.R.C. POINT OF REVERSE CURVATURE
 - P.R.M. PERMANENT REFERENCE MONUMENT
 - (R) RADIAL LOT LINE
 - R RADIUS
 - R/W RIGHT OF WAY
 - △ CENTRAL ANGLE
 - ③ SHEET REFERENCE NUMBER
 - MATCHLINE

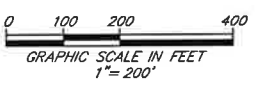


- NOTES:
- 1) NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of this plat. There may be additional restrictions not recorded on this plat that may be found in the Public Records of this county.
 - 2) Bearings based on the Westerly right of way line of CSX Railroad as being South 21°54'49" East.
 - 3) Section lines depicted on this plat are graphic representations only, and do not reflect field measure unless otherwise noted.
 - 4) Except drainage easements specifically dedicated to all easements shown hereon shall also be for the construction, installation, maintenance and operation of drainage structures, utilities, sanitary sewers and cable television service, provided however that said cable television service shall not interfere with facilities and service of any electric, telephone, gas or other public utility. In the event a cable television company damages the facility of a public utility, it shall be solely responsible for the damage.
 - 5) Whether depicted on the plat or not, the "Owner", hereby grants Clay Electric Cooperative, Inc. and Clay County Utility Authority a 10 foot perpetual easement for utility services over, under, upon and across all lands lying adjacent to, parallel with, and outside of the areas shown on the plat as roads, streets, or other rights-of-way.
 - 6) Where a Clay Electric Cooperative, Inc. easement crosses an easement or right-of-way granted to Clay County Utility Authority, Clay Electric Cooperative, Inc. shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. Clay County Utility Authority shall use, occupy, and locate facilities in these joint use areas so as to reasonably accommodate Clay Electric Cooperative, Inc.'s facilities.
 - 7) Where a Clay County Utility Authority easement crosses an easement or right-of-way granted to Clay Electric Cooperative, Inc. Clay County Utility Authority shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. Clay Electric Cooperative, Inc. shall use, occupy, and locate facilities in these joint use areas so as to reasonably accommodate Clay County Utility Authority facilities.
 - 8) All easements for the water and sewer systems marked CCUA and shown on the plat, are hereby irrevocably and without reservation dedicated to Clay County Utility Authority, (CCUA), its successors and assigns.
 - 9) All easements for the underground electric distribution system, marked CEC and shown on the plat, are hereby irrevocably and without reservation dedicated to Clay Electric Cooperative, Inc. (CEC), its successors and assigns.
 - 10) GCS Utility Easements are dedicated to the City of Green Cove Springs, its successors and assigns.

Engineer
Dunn & Associates, Inc.
8647 Baypine Road, Suite 200
Jacksonville, Florida 32256

Surveyor
ETM Surveying & Mapping, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258

Owner
D.R. Horton, Inc. - Jacksonville
4220 Race Track Road St.
Johns, Florida 32259



PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

ROOKERY PHASE 2A

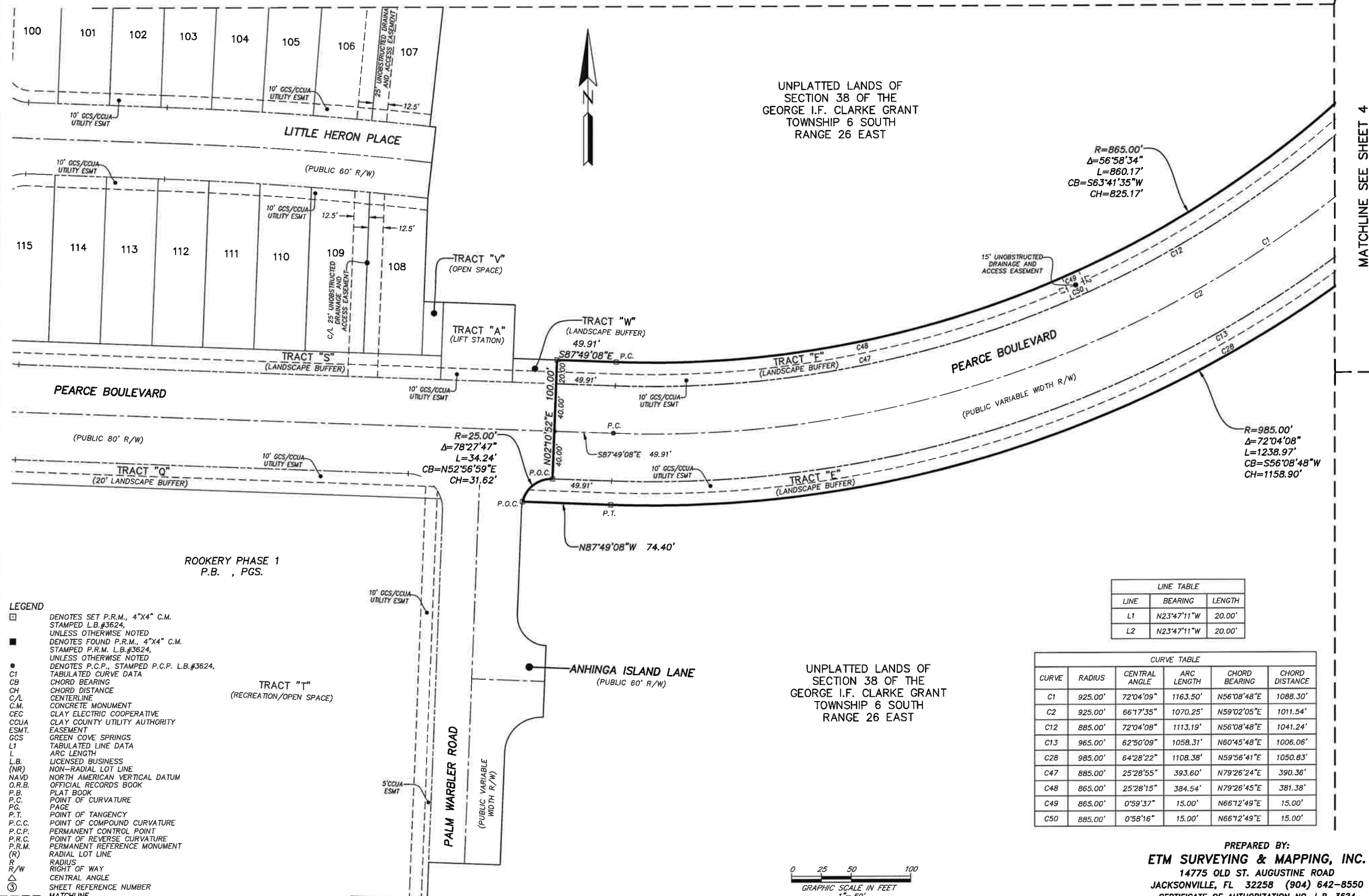
A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH,
RANGE 26 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 3 OF 12 SHEETS

SEE SHEET 2 FOR NOTES

MATCHLINE SEE SHEET 12



ROOKERY PHASE 2A

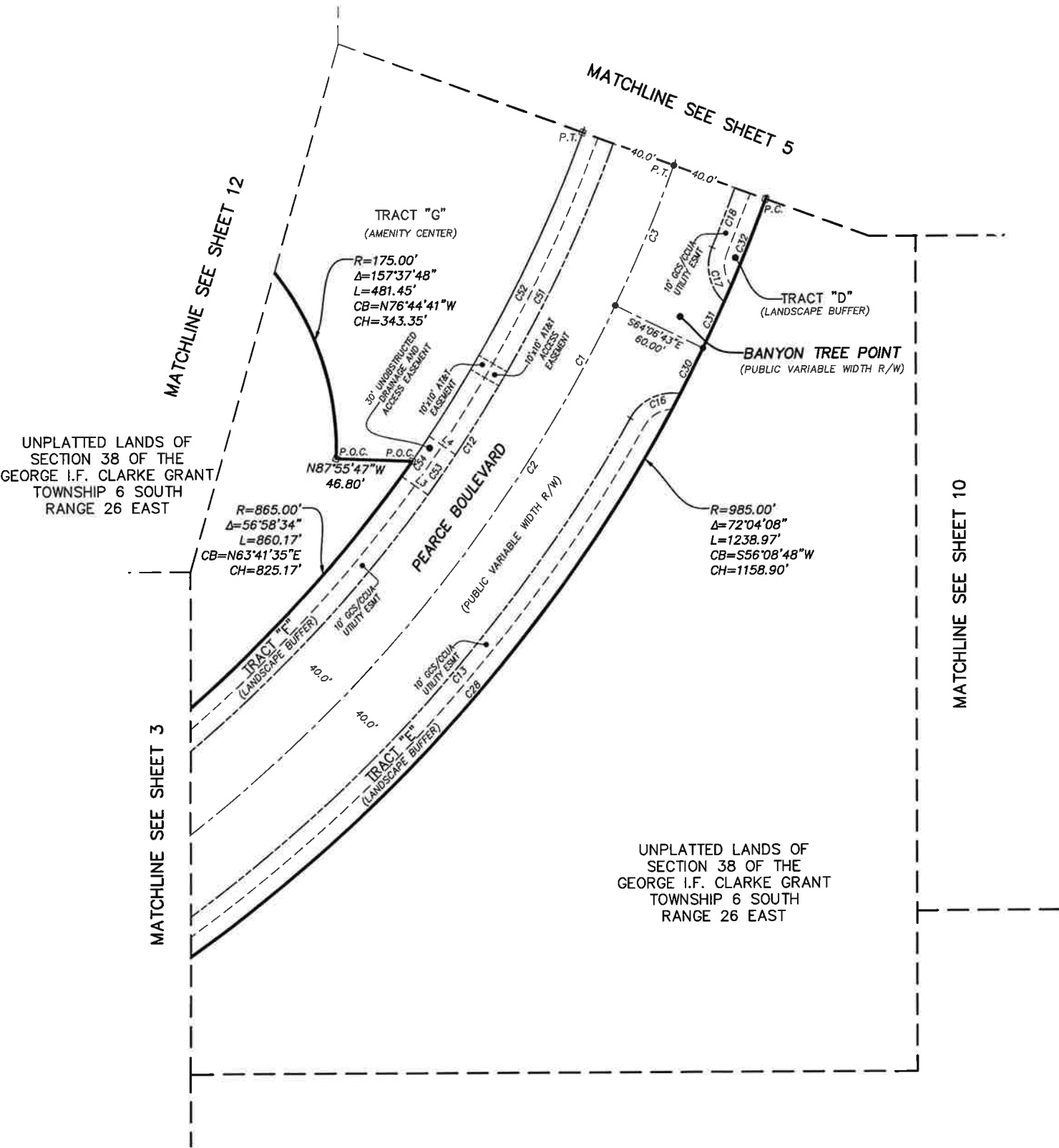
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PLAT BOOK PAGE

SHEET 4 OF 12 SHEETS

SEE SHEET 2 FOR NOTES

Item #7.



- LEGEND
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 - P.R.M. PERMANENT REFERENCE MONUMENT
 - (R) RADIAL LOT LINE
 - R RADIUS
 - R/W RIGHT OF WAY
 - △ CENTRAL ANGLE
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 - MATCHLINE

LINE TABLE		
LINE	BEARING	LENGTH
L3	S55°01'59"E	20.00'
L4	S55°01'59"E	20.00'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	925.00'	72°04'09"	1163.50'	N56°08'48"E	1088.30'
C2	925.00'	66°17'35"	1070.25'	N59°02'05"E	1011.54'
C3	925.00'	5°46'34"	93.25'	N23°00'00"E	93.21'
C12	885.00'	72°04'08"	1113.19'	N56°08'48"E	1041.24'
C13	965.00'	62°50'09"	1058.31'	N60°45'48"E	1006.06'
C16	30.00'	69°42'44"	36.50'	S64°12'05"W	34.29'
C17	30.00'	69°42'44"	36.50'	S12°25'30"E	34.29'
C18	965.00'	2°19'08"	39.05'	N21°16'18"E	39.05'
C28	985.00'	64°28'22"	1108.38'	N59°56'41"E	1050.83'
C30	985.00'	1°49'12"	31.29'	N26°47'54"E	31.29'
C31	985.00'	1°49'12"	31.29'	N24°58'41"E	31.29'
C32	985.00'	3°57'21"	68.01'	N22°05'25"E	67.99'
C51	885.00'	1°35'01"	214.45'	N27°03'14"E	213.92'
C52	865.00'	1°35'40"	209.26'	N27°02'34"E	208.75'
C53	885.00'	1°56'32"	30.00'	N34°58'01"E	30.00'
C54	865.00'	1°59'14"	30.00'	N34°58'01"E	30.00'

PREPARED BY:
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14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

ROOKERY PHASE 2A

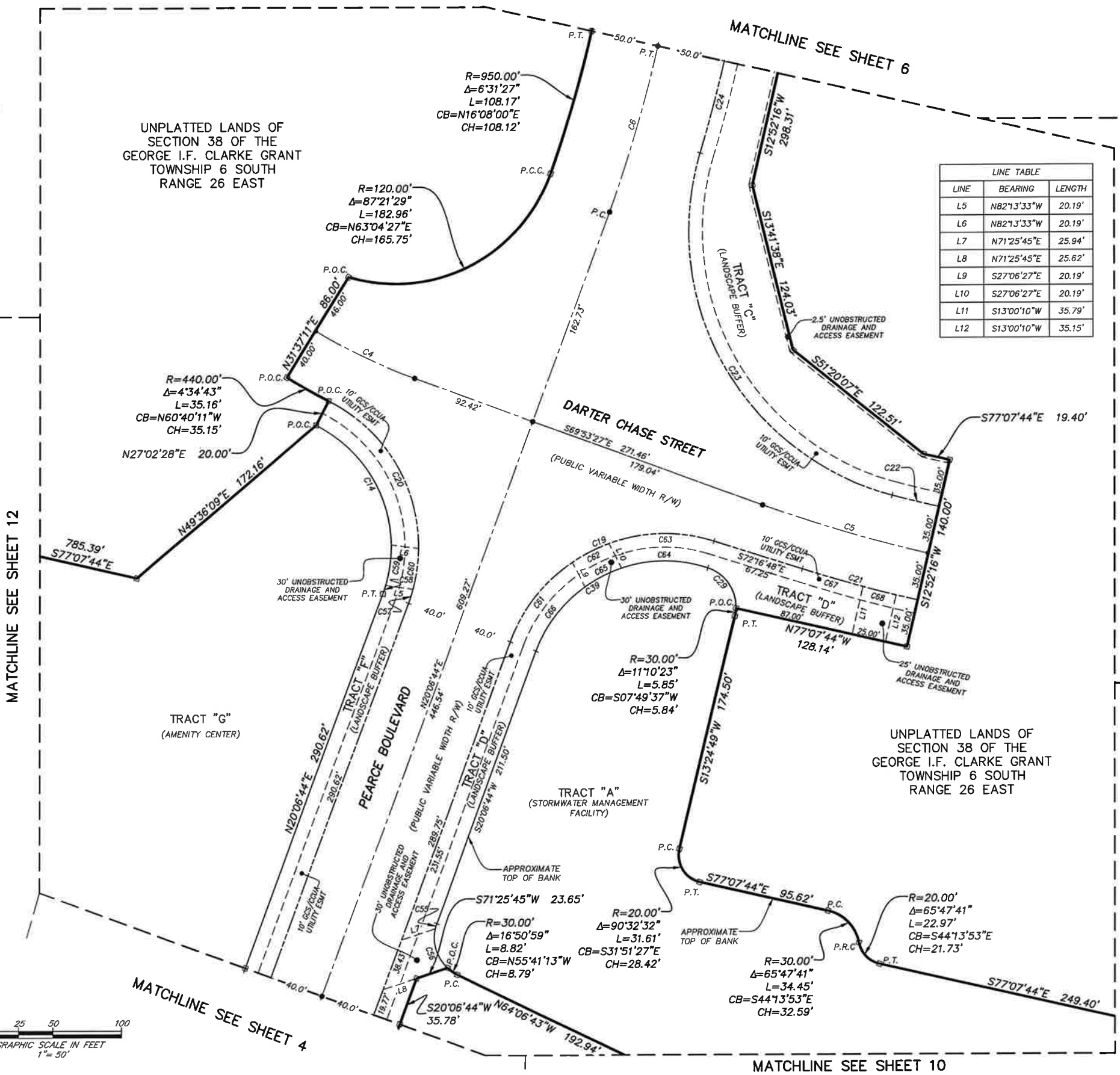
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PLAT BOOK PAGE

SHEET 5 OF 12 SHEETS

SEE SHEET 2 FOR NOTES

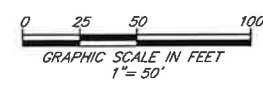
Item #7.



LINE TABLE		
LINE	BEARING	LENGTH
L5	N82°13'33"W	20.19'
L6	N82°13'33"W	20.19'
L7	N71°25'45"E	25.94'
L8	N71°25'45"E	25.62'
L9	S27°06'27"E	20.19'
L10	S27°06'27"E	20.19'
L11	S13°00'10"W	35.79'
L12	S13°00'10"W	35.15'

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 - R/W RIGHT OF WAY
 - △ CENTRAL ANGLE
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 - MATCHLINE

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C4	400.00'	11°30'38"	80.36'	S64°08'08"E	80.22'
C5	1000.00'	7°14'17"	126.33'	S73°30'35"E	126.24'
C6	1000.00'	7°13'44"	126.17'	N16°29'08"E	126.08'
C14	100.00'	83°04'16"	144.99'	N21°25'24"W	132.62'
C19	120.00'	87°36'28"	183.49'	S63°54'58"W	166.13'
C20	120.00'	83°04'16"	173.98'	N21°25'24"W	159.14'
C21	1035.00'	4°50'56"	87.59'	S74°42'16"E	87.57'
C22	965.00'	2°05'20"	35.18'	S76°05'04"E	35.18'
C23	200.00'	91°41'09"	320.04'	S29°11'50"E	286.97'
C24	1050.00'	3°46'28"	69.17'	N14°45'31"E	69.16'
C29	30.00'	73°37'00"	38.55'	N34°34'05"W	35.95'
C39	100.00'	88°30'42"	154.48'	S64°22'05"W	139.57'
C55	30.00'	7°21'25"	3.85'	S16°26'02"W	3.85'
C56	30.00'	60°01'03"	31.43'	S17°15'12"E	30.01'
C57	120.00'	5°09'26"	10.80'	N17°32'01"E	10.80'
C58	100.00'	3°42'40"	6.48'	N18°15'24"E	6.48'
C59	100.00'	17°15'14"	30.11'	N07°46'27"E	30.00'
C60	120.00'	14°21'41"	30.08'	N07°46'27"E	30.00'
C61	120.00'	35°35'58"	74.56'	S37°54'43"W	73.37'
C62	120.00'	14°21'41"	30.08'	S62°53'33"W	30.00'
C63	120.00'	37°38'49"	78.85'	S88°53'48"W	77.44'
C64	100.00'	37°06'15"	64.76'	N89°55'42"W	63.63'
C65	100.00'	17°15'14"	30.11'	S62°53'33"W	30.00'
C66	100.00'	34°09'12"	59.61'	S37°11'20"W	58.73'
C67	1035.00'	2°34'32"	46.52'	S73°34'03"E	46.52'
C68	1035.00'	1°23'04"	25.01'	S75°32'51"E	25.01'



PREPARED BY:
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14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

ROOKERY PHASE 2A

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 6 OF 12 SHEETS

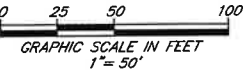
SEE SHEET 2 FOR NOTES

Item #7.

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LINE TABLE		
LINE	BEARING	LENGTH
L13	S77°07'44"E	40.00'
L14	S77°07'44"E	40.00'
L15	S82°34'37"W	34.62'
L16	S82°34'37"W	21.86'
L17	S64°39'01"E	19.95'
L18	S64°39'01"E	19.96'
L19	S44°44'07"E	20.00'
L20	S44°44'07"E	20.00'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C7	1200.00'	24°17'13"	508.66'	S25°00'53"W	504.86'
C25	1150.00'	18°33'39"	372.54'	S22°09'06"W	370.91'
C26	500.00'	13°22'49"	116.76'	S38°07'20"W	116.50'
C33	30.00'	69°44'35"	36.52'	S18°27'07"E	34.30'
C34	1130.00'	15°00'45"	296.08'	S23°55'33"W	295.23'
C35	480.00'	13°22'49"	112.09'	S38°07'20"W	111.84'
C69	1150.00'	1°38'39"	33.00'	S13°41'36"W	33.00'
C70	1150.00'	1°37'15"	32.53'	S15°19'32"W	32.53'
C71	30.00'	53°50'33"	28.19'	S10°30'06"E	27.17'
C72	30.00'	15°54'02"	8.33'	S45°22'24"E	8.30'
C73	1150.00'	5°35'58"	112.39'	S28°37'57"W	112.34'
C74	1146.20'	5°30'43"	110.27'	S28°39'30"W	110.22'
C75	1150.00'	0°59'47"	20.00'	S25°20'04"W	20.00'
C76	52286.06'	0°01'19"	20.00'	N25°20'59"E	20.00'



PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

UNPLATTED LANDS OF
SECTION 38 OF THE
GEORGE I.F. CLARKE GRANT
TOWNSHIP 6 SOUTH
RANGE 26 EAST

TRACT "B"
(STORMWATER MANAGEMENT
FACILITY)

UNPLATTED LANDS OF
SECTION 38 OF THE
GEORGE I.F. CLARKE GRANT
TOWNSHIP 6 SOUTH
RANGE 26 EAST

MATCHLINE SEE SHEET 11

MATCHLINE SEE SHEET 5

MATCHLINE SEE SHEET 7

ROOKERY PHASE 2A

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH,
RANGE 26 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 7 OF 12 SHEETS
SEE SHEET 2 FOR NOTES

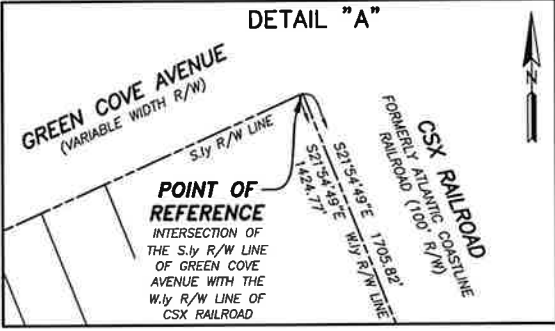
Item #7.

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C8	540.00'	30°55'42"	291.49'	S52°37'20"W	287.97'
C9	540.00'	46°10'20"	435.16'	N88°49'39"W	423.48'
C27	500.00'	23°16'27"	203.10'	S56°26'58"W	201.71'
C36	480.00'	23°16'27"	194.98'	S56°26'58"W	193.64'
C37	30.00'	90°00'00"	47.12'	N66°54'49"W	42.43'

LINE TABLE		
LINE	BEARING	LENGTH
L21	S21°54'49"E	19.86'
L22	S21°54'49"E	20.00'

UNPLATTED LANDS OF
SECTION 38 OF THE
GEORGE I.F. CLARKE GRANT
TOWNSHIP 6 SOUTH
RANGE 26 EAST

SEE DETAIL "A"
FOR POINT OF
REFERENCE



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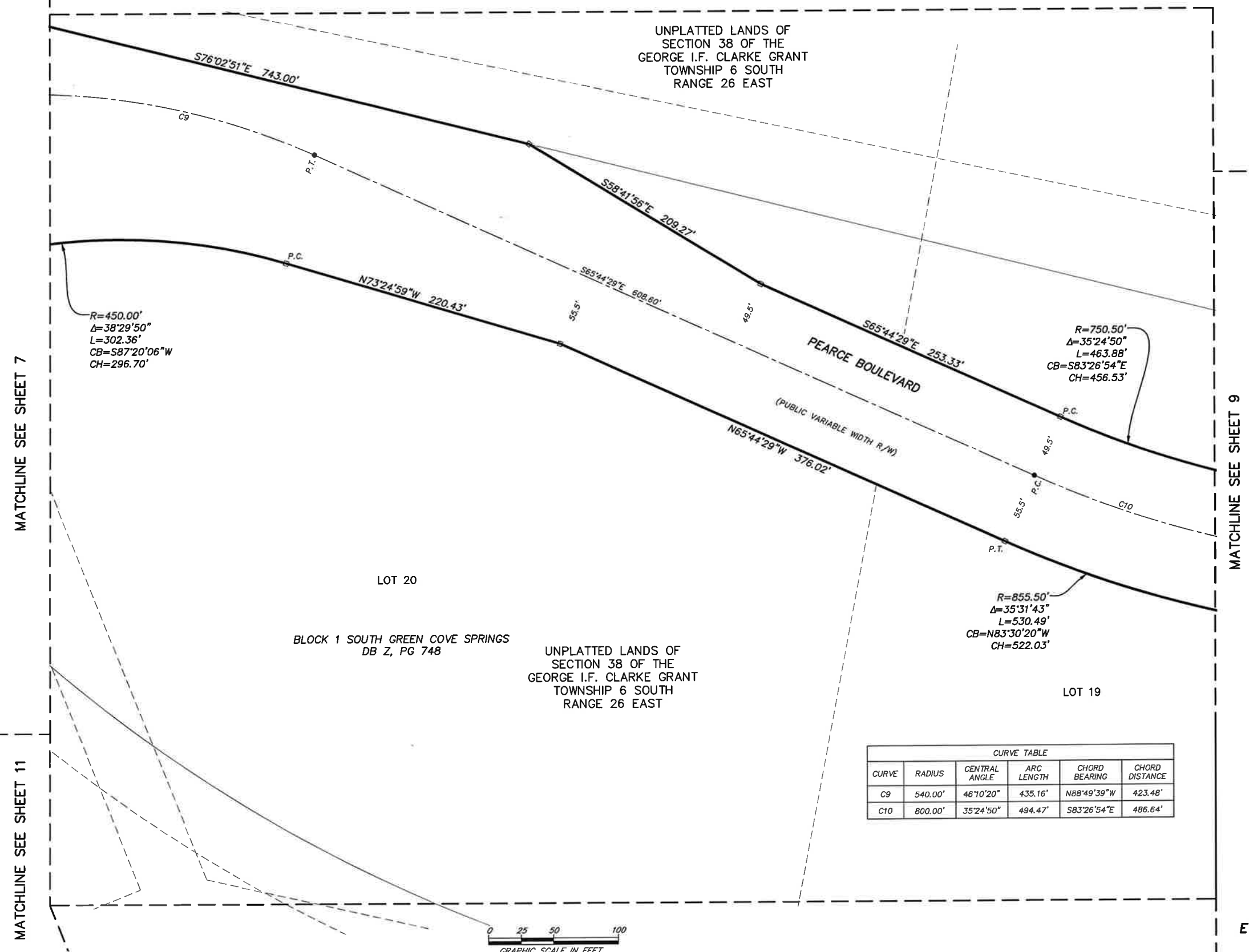
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PLAT BOOK PAGE

SHEET 8 OF 12 SHEETS

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CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C9	540.00'	46°10'20"	435.16'	N88°49'39"W	423.48'
C10	800.00'	35°24'50"	494.47'	S83°26'54"E	486.64'

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

ROOKERY PHASE 2A

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH,
RANGE 26 EAST, CLAY COUNTY, FLORIDA.

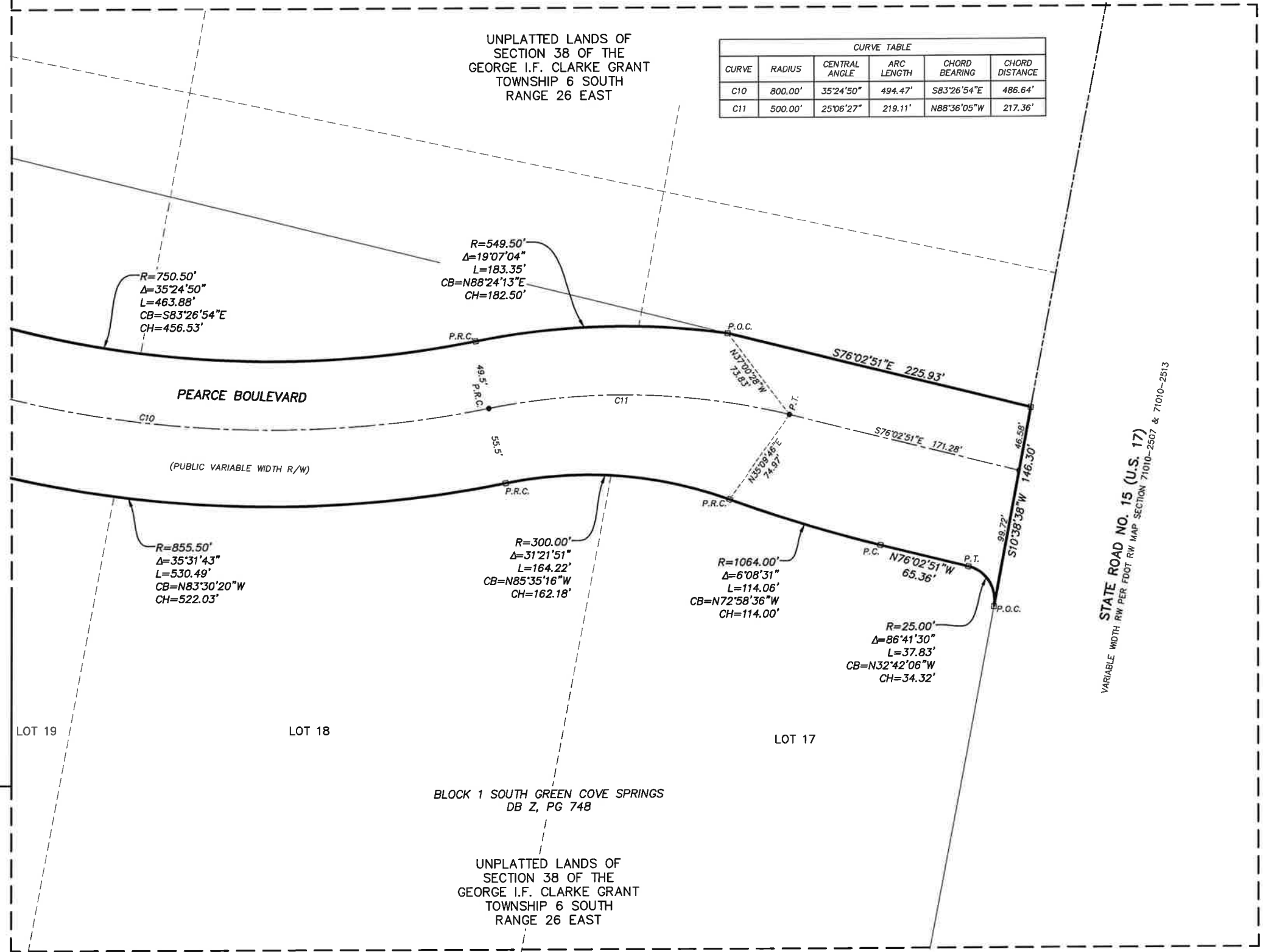
PLAT BOOK PAGE

SHEET 9 OF 12 SHEETS

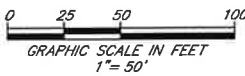
SEE SHEET 2 FOR NOTES

Item #7.

MATCHLINE SEE SHEET 8



- LEGEND
- DENOTES SET P.R.M., 4"x4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
 - DENOTES FOUND P.R.M., 4"x4" C.M. STAMPED P.R.M. L.B.#3624, UNLESS OTHERWISE NOTED
 - DENOTES P.C.P., STAMPED P.C.P. L.B.#3624, UNLESS OTHERWISE NOTED
 - C1 TABULATED CURVE DATA
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - C/L CENTERLINE
 - C.M. CONCRETE MONUMENT
 - CEC CLAY ELECTRIC COOPERATIVE
 - CCUA CLAY COUNTY UTILITY AUTHORITY
 - ESMT. EASEMENT
 - GCS GREEN COVE SPRINGS
 - L1 TABULATED LINE DATA
 - L ARC LENGTH
 - L.B. LICENSED BUSINESS
 - (NR) NON-RADIAL LOT LINE
 - NAVD NORTH AMERICAN VERTICAL DATUM
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.B. PLAT BOOK
 - P.C. POINT OF CURVATURE
 - PG PAGE
 - P.T. POINT OF TANGENCY
 - P.C.C. POINT OF COMPOUND CURVATURE
 - P.C.P. PERMANENT CONTROL POINT
 - P.R.C. POINT OF REVERSE CURVATURE
 - P.R.M. PERMANENT REFERENCE MONUMENT
 - (R) RADIAL LOT LINE
 - R RADIUS
 - R/W RIGHT OF WAY
 - Δ CENTRAL ANGLE
 - ③ SHEET REFERENCE NUMBER
 - MATCHLINE



PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

ROOKERY PHASE 2A

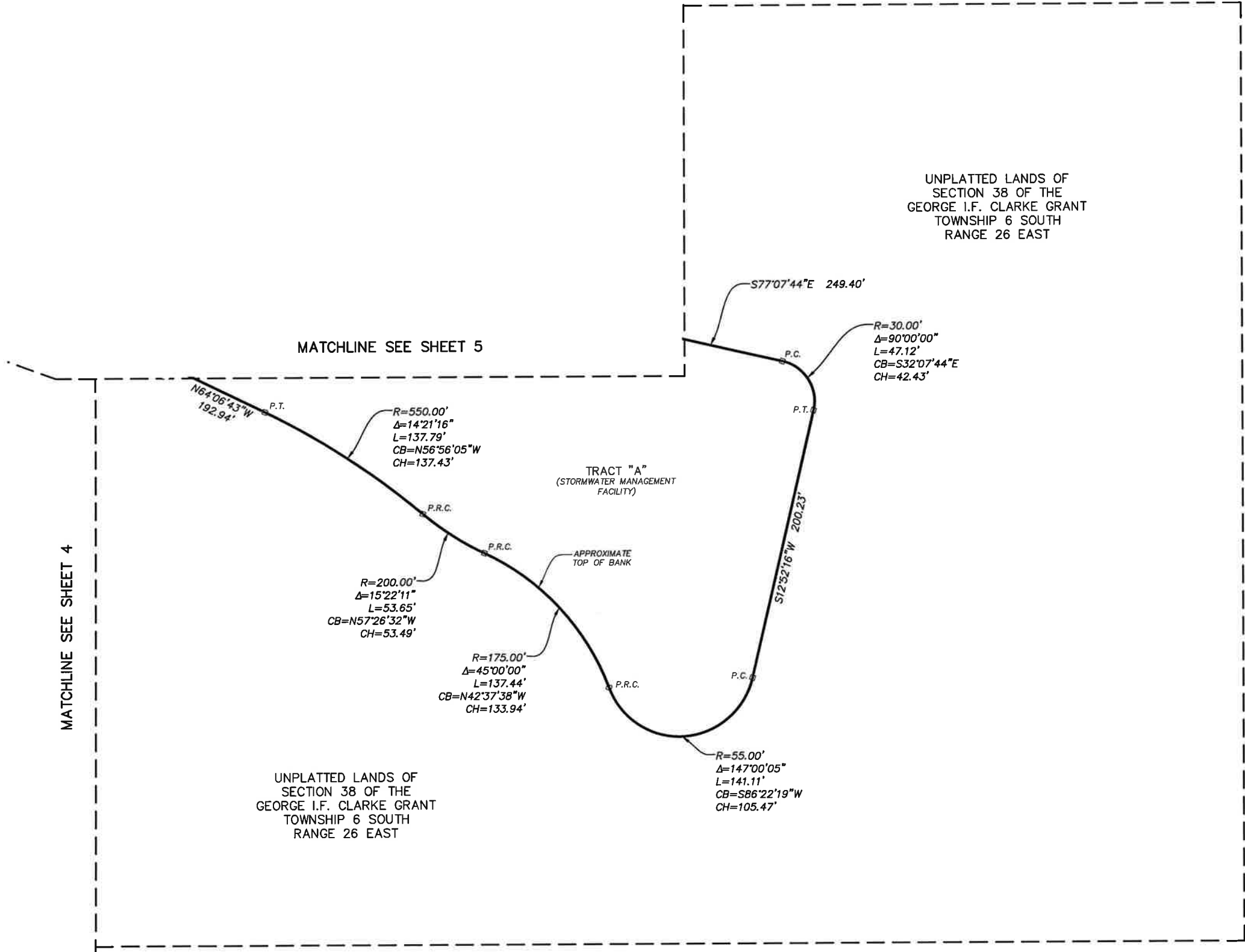
A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH,
RANGE 26 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK PAGE

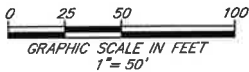
SHEET 10 OF 12 SHEETS

SEE SHEET 2 FOR NOTES

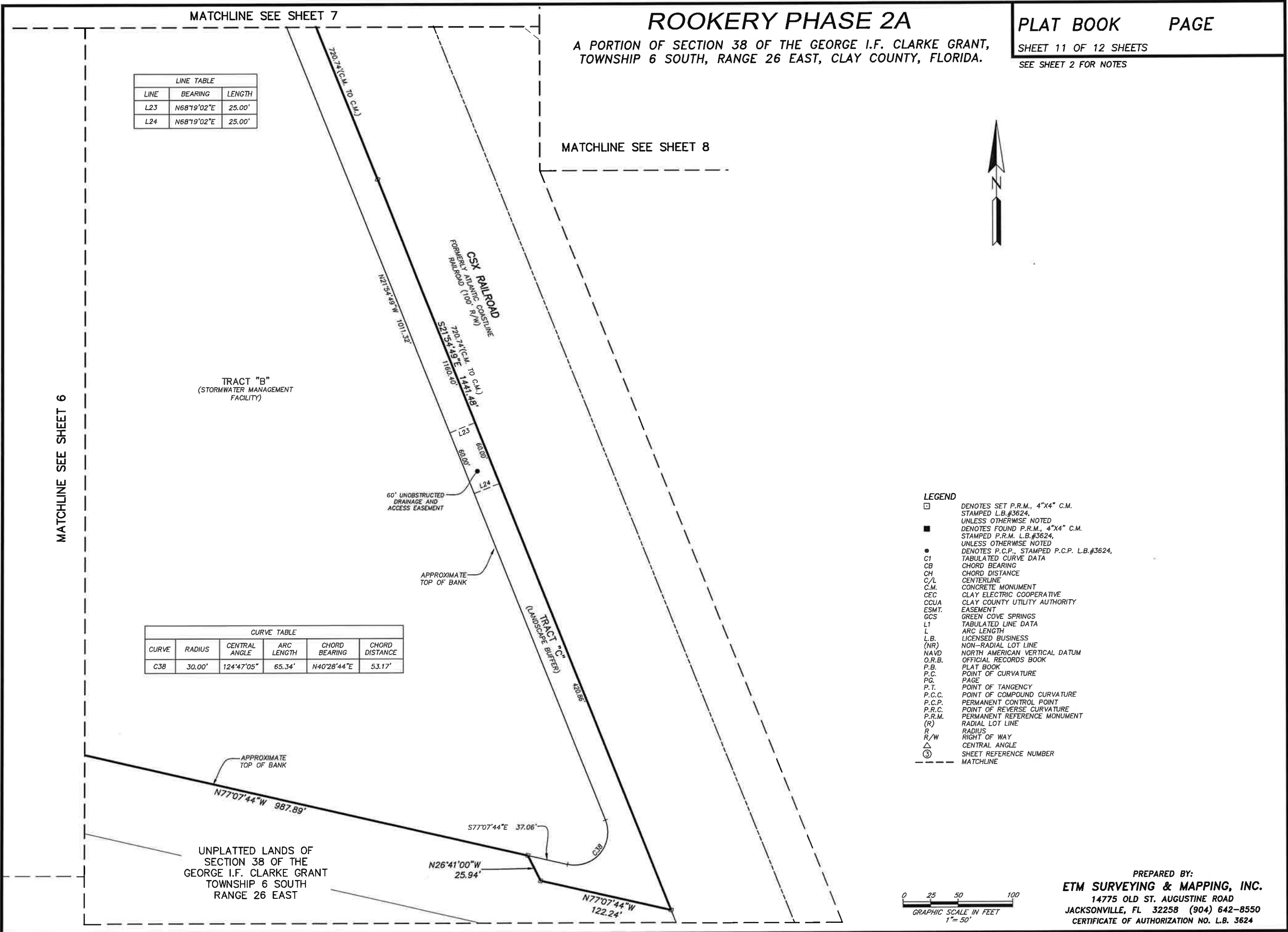
Item #7.



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 - (R) RADIAL LOT LINE
 - R RADIUS
 - R/W RIGHT OF WAY
 - △ CENTRAL ANGLE
 - ③ SHEET REFERENCE NUMBER
 - MATCHLINE



PREPARED BY:
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CERTIFICATE OF AUTHORIZATION NO. L.B. 3624



ROOKERY PHASE 2A

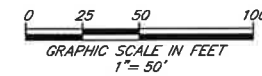
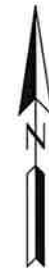
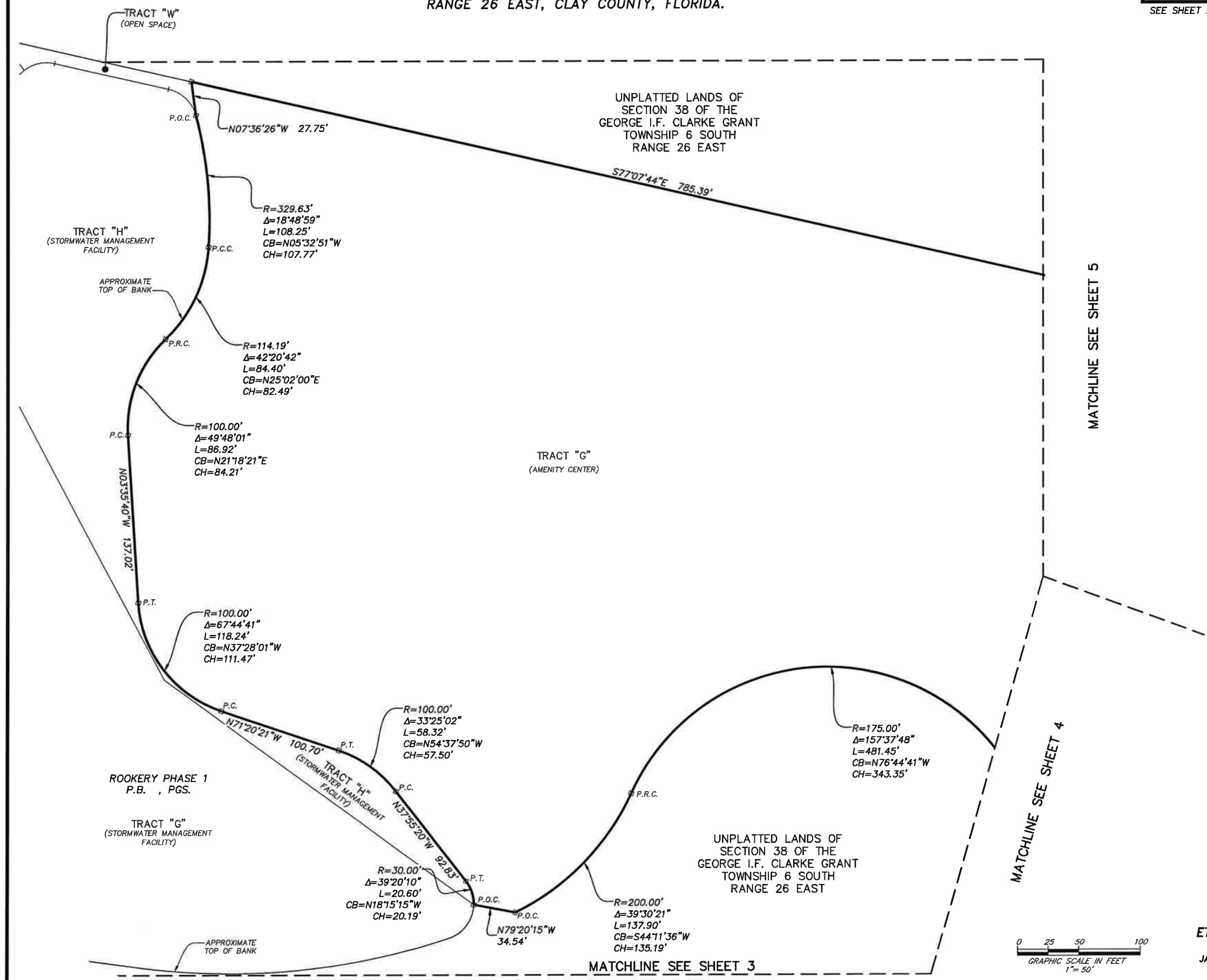
A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH,
RANGE 26 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 12 OF 12 SHEETS

SEE SHEET 2 FOR NOTES

Item #7.



PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

PERFORMANCE BOND
(City of Green Cove Springs)

Bond No.: 800172346

KNOW ALL MEN BY THESE PRESENTS, that we, D.R. Horton, Inc. - Jacksonville, as Principal, and Atlantic Specialty Insurance Company authorize to do business in the State of Florida, as Surety, are held and firmly bound unto the City of Green Cove Springs, Florida as Obligee, in the penal sum of Fifteen Million Two Hundred Ninety Nine Thousand Nine Hundred Ninety Six Dollars and 02/100 cents (\$15,299,996.02), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has agreed to construct in the City of Green Cove Springs, Florida the following improvements: See plans and specifications submitted to the Obligee for Rookery Phase 2A (see attached Engineer's estimate dated 7/3/24).

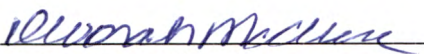
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed, and dated this 5th day of August, 2024.

Witness:

D.R. Horton, Inc. - Jacksonville

Principal

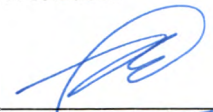

As to Principal

By: 

Witness:

Atlantic Specialty Insurance Company

Surety


As to Surety Bryan Caneschi

By: 
Noah William Pierce, Attorney-In-Fact





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Amy R. Waugh, Bryan M Caneschi, Catherine Thompson, Jynell Marie Whitehead, Noah William Pierce, Rebecca E Cano**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

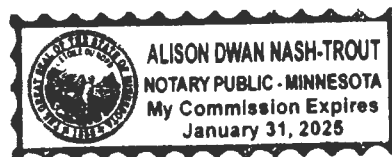
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

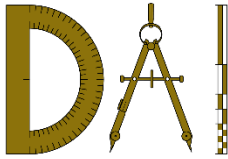
I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 5th day of August, 2024.

This Power of Attorney expires
January 31, 2025



Kara L.B. Barrow, Secretary



Dunn & Associates, Inc.

CIVIL ENGINEERS / LAND PLANNERS
8647 Baypine Road, Suite 200 Jacksonville, Florida 32256
Phone: (904) 363-8916 Fax: (904) 363-8917
(A Live Oak Engineering, Inc. Company)



LIVE OAK
ENGINEERING

Item #7.

July 3, 2024

Mike Null
Assistant City Manager
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

Re: Rookery Phase 2A
Performance Bond Cost Estimate Submittal
PLIP-23-001
Engineer's Job No. 2008-499-2ACA

Dear Mr. Null,

On behalf of D.R. Horton, Inc. - Jacksonville we are submitting the Engineers Estimate of Cost for the Performance Bond for the referenced project. This estimate is based on the contractor's schedule of values (attached).

Roadway	\$ 12,080,779.11
Drainage	\$ 1,828,308.18
TOTAL	\$ 13,909,087.29
Plat Bond (110% of total)	\$ 15,299,996.02

Sincerely,

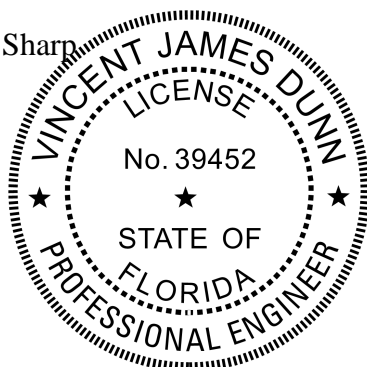
Dunn & Associates, Inc.

Vincent J
Dunn

Digitally signed by
Vincent J Dunn
Date: 2024.07.03
11:20:43 -04'00'

Vincent J. Dunn, P.E.
Executive Vice President
FL PE #39452

cc Anthony Sharp



This item has been electronically signed and sealed by Vincent J. Dunn, P.E. on 07/03/2024 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Rookery Phase 2A

The performance bond has two sections that need to be quantified; Roadway and Drainage. From the most recent SOV received the following labelled sections were used to come up with the submitted numbers

Roadway

Roadway Sta 66+01 to 87+30	\$ 1,117,596.10
Roadway Sta 87+30 to US 17	\$ 1,944,933.01
Roadway Bridge	\$ 9,018,250.00

Roadway Total **\$12,080,779.11**

Drainage

Storm Sta 66+01 to 87+30	\$ 604,477.89
Storm Sta 87+30 to US 17	\$ 1,223,830.29

Drainage Total **\$ 1,828,308.18**

Total **\$13,909,087.29**

Plat Bond (110% of Total) **\$15,299,996.02**

The SOV is included with the referenced sections above highlighted.

Station 66+01.18 to Station 87+30

1520.20080.02 \$ 341,612.16 (Written) Three Hundred Forty One Thousand, Six Hundred Twelve Dollars and Sixteen Cents.

Station 87+30 to U.S. 17

1520.20080.04 \$ 2,529,840.65 (Written) Two Million, Five Hundred Twenty Nine Thousand, Eight Hundred Forty Dollars and Sixty Five Cents.

3. ROADWAY (Code 1520.24050.03)

All stabilized subgrade, curb and gutter, traffic separators, guard rail, transitions to inlets, base, compaction, prime coat, heavy duty asphalt paving, Brick Pavers, connection to existing roadways and PVC Sleeves shown on PVC Sleeve plan. This item includes all work, survey and testing in accordance with FDOT, Clay County, City of Green Cove Springs standards and specifications, all grading and dress-up work necessary for the electric utility or subcontractor to install the transformers, pads and underground electric distribution system, and pavement markings and signage in accordance with the plans and FDOT, Clay County, City of Green Cove Springs specifications. All sidewalks, multipurpose path, handicap ramps and ADA detectible warning surfaces. Includes the preparation, submittal and approval of paving as-built, as required by the FDOT, Clay County, City of Green Cove Springs and the St. Johns River Water Management District.

Station 66+01.18 to Station 87+30

1520.24050.01 \$ 1,117,596.10 (Written) One Million, One Hundred Seventeen Thousand, Five Hundred Ninety Six Dollars and Ten Cents.

Station 87+30 to U.S. 17

1520.24050.03 \$ 1,944,933.01 (Written) One Million, Nine Hundred Forty Four Thousand, Nine Hundred Thirty Three Dollars and One Cents.

4. BRIDGE (Code 1520.24050.03)

All foundations, concrete pile, substructure, superstructure, railing/barriers, approach slabs, expansion joint system, conduit, junction boxes, surface finish, fencing, lighting, conduit hanger, test pile, survey, testing, PDA, for a complete bridge. All work shall be in accordance with the approved plans and FDOT, CSX, Clay County, City of Green Cove Springs standard and specifications. Includes the preparation, submittal and approval of as-built, as required by the FDOT, CSX, Clay County and City of Green Cove Springs.

\$ N/A (Written) BY HAL JONES CONTRACTOR

5. MSE RETAINING WALL SYSTEM (Code 1520.24050.03)

All Stage 1 and Stage 2 MSE Walls, reinforcement strap system, coping, flume, fencing, survey, testing, for a complete MSE Retaining Wall System. All work shall be in accordance with the approved plans and FDOT, CSX, Clay County, City of Green Cove Springs standard and specifications. Includes the preparation, submittal and approval of as-built, as required by the FDOT, CSX, Clay County and City of Green Cove Springs.

\$ N/A (Written) BY HAL JONES CONTRACTOR

6. SEEDING AND MULCHING AND SOD (Code 1520.28000.06)

Includes the complete Bahia sodding of all ponds from 1-foot below NWL to existing grade toe of slope/silt fence, curb or MSE wall. Bahia sod the complete right-of-way, easements, medians, Landscape tracts and slopes to the silt fence. Contractor shall install the Bahia sod within the landscape tracts after installation of landscape trees. Bahia sod all swales. Bahia sod all disturbed areas within U.S. 17 right-of-way. Seed and Mulch any other disturbed areas that are not paved or sodded. All stabilization shall be in accordance with FDOT, Clay County, City of Green Cove Springs standards and NPDES requirements. Sodded / Seeded and Mulched areas shall be maintained

including mowing until final acceptance. All sodded and grassed areas shall be mowed prior to Owner final acceptance. Any areas found to be deficient by the Owner and/or Engineer shall be re-sodded at Contractor's expense. Pond slopes shall be free of wash-outs and erosion prior to Owner final acceptance.

Station 66+01.18 to Station 87+30

1520.28000.04 \$132,116.88 (Written) One Hundred Thirty Two Thousand, One Hundred Sixteen Dollars and Eighty Eight Cents.

Station 87+30 to U.S. 17

1520.28000.06 \$206,081.56 (Written) Two Hundred Six Thousand, Eighty One Dollars and Fifty Six Cents.

7. STORM DRAINAGE SYSTEM (Code 1520.22000.02)

Includes the storm drainage system complete as designed and set forth in the plans and specifications including, but not limited to, all dewatering, structures and pipes, mitered end sections, ditch paving, concrete structures, connections to adjacent systems, underdrain stubouts, compaction, survey, testing, and the removal, disposal and replacement of any unsuitable material encountered, and all other work necessary to complete the installation of the system in accordance with FDOT, Clay County, City of Green Cove Springs standards and specifications. This item also includes television inspection and lamping of all gravity storm lines, manholes and inlets. Full reports with DVDs shall be furnished to the Engineer. The Contractor shall be responsible to make and pay for all necessary repairs, as required by Clay County, City of Green Cove Springs and Engineer. All work to be performed in accordance with FDOT, Clay County, City of Green Cove Springs standards and specifications. Includes the preparation, submittal and approval of storm drainage as-built, as required by Clay County, City of Green Cove Springs and the St. Johns River Water Management District.

Station 66+01.18 to Station 87+30

1520.22000.01 \$604,477.89 (Written) Six Hundred Four Thousand, Four Hundred Forty Seven Dollars and Eighty Nine Cents.

Station 87+30 to U.S. 17

1520.22000.02 \$1,223,830.29 (Written) One Million, Two Hundred Twenty Three Thousand, Eight Hundred Thirty Dollars and Twenty Nine Cents.

8. SANITARY SEWER FORCEMAIN SYSTEM (Code 1520.21000.03)

Includes the construction of the sanitary sewer forcemain system complete as designed and set forth in the plans and specifications including, but not limited to all plugs, pipe, valves, appurtenances, connection to existing system, compaction, survey, testing, dewatering, and the removal, disposal and replacement of any unsuitable material encountered, and all other work necessary to complete the installation of the system in accordance with Clay County Utility Authority and City of Green Cove Springs standards and specifications and FDEP rules and regulations. This item also includes the preparation, submittal and approval of sanitary sewer forcemain system as-built, as required by Clay County Utility Authority and FDEP rules and regulation.

Station 66+01.18 to Station 87+30

\$146,705.32 (Written) One Hundred Forty Six Thousand, Seven Hundred Five Dollars and Thirty Two Cents.

Station 87+30 to U.S. 17

\$91,889.64 (Written) Ninety One Thousand, Eight Hundred Eighty Nine Dollars and Sixty Four Cents.

9. WATER DISTRIBUTION SYSTEM (Code 1520.23000.02) 01

Includes the construction of the water distribution system complete as designed and set forth in the plans and specifications including, but not limited to, all main pipes, valves, flushing hydrants, fittings, fire hydrants, connection to the existing system, repairs to any existing facilities damaged by

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
20	MOBILIZATION	1.000	LS	16677.45	16,677.45
30	CONSTRUCTION ENTRANCE	2.000	EA	20700.33	41,400.66
40	SURVEY LAYOUT (PERIMETER)	8,700.000	LF	2.18	18,966.00
50	HEAVY CLEARING & GRUBBING	19.000	AC	8806.5	167,323.50
52	LIGHT DUTY CLEARING	11.000	AC	4400	48,400.00
	** Clearing **				\$292,767.61
70	TESTING	1.000	LS	100064.68	100,064.68
80	STRIP SITE (6")	48,400.000	CY	2.02	97,768.00
90	STRIP/BURY/MOVE TO SITE FILL	48,400.000	CY	3.11	150,524.00
100	POND CUT TO SITE FILL	204,000.000	CY	3.11	634,440.00
110	DEWATERING	272,400.000	CY	0.5	136,200.00
120	SURCHARGE	46,554.000	CY	2.68	124,764.72
130	PLACE AND COMPACT FILL	224,000.000	CY	0.68	152,320.00
140	REMOVE SURCHARGE	23,277.000	CY	3.99	92,875.23
153	TEMPORARY HAUL ROAD	1.000	LS	105067.92	105,067.92
155	HAUL DIRT OVER THE ROAD	35,000.000	CY	3.96	138,600.00
160	STOCKPILE SELECT FILL	30,000.000	CY	1.31	39,300.00
165	IMPORT SPECIAL SELECT FILL	30,000.000	CY	23.13	693,900.00
167	CUT OFF WALL	1,818.000	LF	15.50	28,179.00
170	MACHINE DRESS SITE	55,134.000	SY	0.65	35,837.10
	** Earthwork **				\$2,529,840.65
190	SURVEY LAYOUT (ROADWAY)	8,505.000	LF	2.18	18,540.90
200	AS-BUILTS (ROADWAY)	8,505.000	LF	2.13	18,115.65
205	4" SLEEVES	700.000	LF	20.01	14,007.00
210	12" STAB. S/G (TN)	21,762.000	SY	5.84	127,090.08
220	GRADE CURB PAD	13,177.000	LF	0.57	7,510.89
230	24" TYPE "F" CURB	6,490.000	LF	26.82	174,061.80
240	TYPE IV 4FT SEPARATOR	2,015.000	LF	58.05	116,970.75
250	TYPE IV 4FT SEPARATOR - SPECIAL	120.000	SY	80.19	9,622.80
255	TL-2 GUARDRAIL	602.000	LF	76.95	46,323.90
257	FDOT GRAVITY WALL	295.000	LF	300.19	88,556.05
260	8' SIDEWALK	2,650.000	SY	54.05	143,232.50
270	H/C RAMPS	5.000	EA	333.55	1,667.75
280	ADA MATS	150.000	SF	50.7	7,605.00
290	FINE GRADE SUBGRADE (ON-SITE)	23,054.000	SY	3.72	85,760.88

300	8" LIMEROCK BASE	20,066.000	SY	20.3	407,339.80
302	CREDIT - USE CRUSHCRETE IN LIEU OF LIMEROCK	8,829.000	TN	-10.78	-95,176.62
304	HAUL CRUSHCRETE ON SITE	8,829.000	TN	2.25	19,865.25
310	PRIME	20,066.000	SY	1	20,066.00
320	ASPHALT PAVING 1" SP 12.5	20,066.000	SY	15.29	306,809.14
330	ASPHALT PAVING 1" SP 9.5	20,066.000	SY	15.48	310,621.68
340	ASPHALT CORES	45.000	EA	213.47	9,606.15
350	STRIPING & SIGNAGE	1.000	LS	106735.66	106,735.66
	** Roadway **				\$1,944,933.01
370	SEED-N-MULCH	12,380.000	SY	0.67	8,294.60
380	3' SOD STRIP @ B.O.C.	2,166.000	SY	4.34	9,400.44
390	SOD 3:1 SLOPES	12,826.000	SY	4.34	55,664.84
400	SOD PONDS	13,360.000	SY	3.54	47,294.40
410	SOD SITE	24,132.000	SY	3.54	85,427.28
	** Grassing **				\$206,081.56
420	SURVEY LAYOUT (STORM DRAIN)	5,698.000	LF	2.18	12,421.64
430	AS-BUILTS (STORM DRAIN)	5,698.000	LF	2.13	12,136.74
440	T.V. STORM DRAIN	5,698.000	LF	6	34,188.00
450	DEWATER (6' OR DEEPER)	2,420.000	LF	13.75	33,275.00
460	15" HP (4-6)	541.000	LF	49.79	26,936.39
470	15" HP (8-10)	74.000	LF	54.78	4,053.72
480	15" HP (10-12)	335.000	LF	60.19	20,163.65
490	15" HP (12-14)	101.000	LF	69.22	6,991.22
500	15" HP (14-16)	292.000	LF	87.23	25,471.16
510	18" HP (14-16)	74.000	LF	92.99	6,881.26
520	24" HP (4-6)	508.000	LF	79.29	40,279.32
530	30" HP (4-6)	1,558.000	LF	114.23	177,970.34
540	30" HP (6-8)	148.000	LF	118.59	17,551.32
550	36" HP (6-8)	566.000	LF	130.66	73,953.56
560	36" HP (8-10)	651.000	LF	137.53	89,532.03
570	36" HP (10-12)	82.000	LF	149.89	12,290.98
580	36" HP (18-20)	90.000	LF	160.71	14,463.90
590	24" RCP (4-6)	678.000	LF	108.59	73,624.02
600	SINGLE CURB INLET (4-6)	6.000	EA	6286.26	37,717.56
610	SINGLE CURB INLET (6-8)	2.000	EA	7532.11	15,064.22
620	STORM MANHOLE (4-6)	10.000	EA	5002.37	50,023.70
630	STORM MANHOLE (6-8)	2.000	EA	7430.1	14,860.20

640	STORM MANHOLE (8-10)	1.000	EA	7275.52	7,275.52
650	STORM MANHOLE (10-12)	3.000	EA	9197.57	27,592.71
660	STORM MANHOLE (12-14)	1.000	EA	12380.15	12,380.15
670	TYPE (C) INLET (8-10)	1.000	EA	7510.27	7,510.27
680	TYPE (C) INLET (12-14)	1.000	EA	8808.3	8,808.30
690	TYPE (C) INLET (14-16)	1.000	EA	9873.29	9,873.29
700	TYPE 8 CURB INLET (0-4)	2.000	EA	15967.91	31,935.82
710	TYPE 5 CURB INLET (0-4)	2.000	EA	5489.27	10,978.54
720	TYPE 5 CURB INLET (8-10)	1.000	EA	9235.72	9,235.72
730	TYPE 5 CURB INLET (14-16)	1.000	EA	16279.63	16,279.63
740	TYPE 5 CURB INLET (18-20)	1.000	EA	21228.66	21,228.66
750	GUTTER BARRIER INLET (12-14)	1.000	EA	7591.14	7,591.14
760	GUTTER BARRIER INLET (14-16)	1.000	EA	14594.99	14,594.99
770	GUTTER BARRIER INLET (18-20)	1.000	EA	15989.64	15,989.64
780	INVERTS	38.000	EA	653.53	24,834.14
790	15" PRECAST MES	4.000	EA	1986.68	7,946.72
800	24" PRECAST MES	2.000	EA	2509.87	5,019.74
810	30" PRECAST MES	2.000	EA	3180.9	6,361.80
820	36" PRECAST MES	11.000	EA	3672.9	40,401.90
830	24" MES PIP	6.000	EA	3801.04	22,806.24
840	30" HEADWALL	1.000	EA	5782.62	5,782.62
850	RIP RAP PADS	1.000	EA	7679.87	7,679.87
855	RIP RAP @ S-186	175.000	SY	213.68	37,394.00
860	MISCELLANEOUS MATERIALS	1.000	LS	18216.35	18,216.35
870	UNDERDRAIN STUBS	720.000	LF	50.8	36,576.00
880	PUNCH OUT STORM DRAIN	5,698.000	LF	1.7	9,686.60
	** Drainage **				\$1,223,830.29
900	SURVEY LAYOUT FM	1,100.000	LF	2.18	2,398.00
910	AS-BUILT FM	1,100.000	LF	2.13	2,343.00
920	PRESSURE TEST	1,100.000	LF	1.42	1,562.00
930	6" DR-18 FORCE MAIN	1,100.000	LF	31.92	35,112.00
935	4" DR-18 FORCE MAIN	120.000	LF	21.95	2,634.00
940	6" BELL RESTRAINTS	12.000	EA	159.85	1,918.20
945	4" BELL RESTRAINTS	4.000	EA	142.14	568.56
950	6" MJ LONG SLEEVE	1.000	EA	3525.85	3,525.85
960	6" MJ GATE VALVE	3.000	EA	1708.46	5,125.38
965	4" MJ GATE VALVE	1.000	EA	1409.71	1,409.71

967	SET VALVE BOX	4.000	EA	467.77	1,871.08
970	AIR RELEASE VALVE & MH	1.000	EA	13781.32	13,781.32
975	6"X4" MJ TEE	1.000	EA	1302.24	1,302.24
980	6" MJ 90 BEND	3.000	EA	979.89	2,939.67
990	6" MJ 11.25 BEND	7.000	EA	918.42	6,428.94
1000	6"X2" TAP CAP	1.000	EA	581.73	581.73
1001	4" CASE B CROSSING	1.000	EA	3771.65	3,771.65
1002	4" MJ CAP	1.000	EA	415.61	415.61
1010	TEMP FLUSHING HYD	1.000	EA	2638.7	2,638.70
1020	PUNCH OUT FORCE MAIN	1,100.000	LF	1.42	1,562.00
	** Forcemain **				\$91,889.64
1040	SURVEY LAYOUT WM	1,100.000	LF	2.18	2,398.00
1050	AS-BUILT WM	1,100.000	LF	2.13	2,343.00
1060	FLUSH, PT, B.T.	1,100.000	LF	1.42	1,562.00
1070	12" DR-18 WATER MAIN	20.000	LF	66.62	1,332.40
1080	8" DR-18 WATER MAIN	1,200.000	LF	47.25	56,700.00
1090	6" DR-18 WATER MAIN	20.000	LF	31.66	633.20
1100	8" BELL RESTRAINTS	20.000	EA	222.54	4,450.80
1110	8" MJ GATE VALVE	4.000	EA	2488.12	9,952.48
1120	6" MJ GATE VALVE	2.000	EA	1708.45	3,416.90
1130	SET VALVE BOX	6.000	EA	467.96	2,807.76
1141	FLUSHING HYDRANT	2.000	EA	2793.19	5,586.38
1150	SAMPLE POINT	4.000	EA	366.07	1,464.28
1160	FIRE HYDRANT ASSY	2.000	EA	6850.34	13,700.68
1165	8" CASE B CROSSING	1.000	EA	4299.78	4,299.78
1170	8" MJ 90 BEND	2.000	EA	702.56	1,405.12
1180	8" MJ 11.25 BEND	7.000	EA	635.7	4,449.90
1185	8" MJ 45 BEND	4.000	EA	658.83	2,635.32
1190	6" MJ 90 BEND	2.000	EA	558.29	1,116.58
1200	6" MJ 45 BEND	3.000	EA	537.14	1,611.42
1205	8"X8" MJ TEE	1.000	EA	972.52	972.52
1210	8"X6" MJ TEE	2.000	EA	972.51	1,945.02
1220	12"X8" MJ REDUCER	1.000	EA	876.69	876.69
1230	10"X4" MJ REDUCER	1.000	EA	769.44	769.44
1240	12" SLEEVE	1.000	EA	3192.53	3,192.53
1250	8"X2" TAP CAP	2.000	EA	376.48	752.96
1260	PUNCH OUT WATER MAIN	1,100.000	LF	1.42	1,562.00

	** Watermain **				\$131,937.16
1280	SILT FENCE	11,800.000	LF	2.98	35,164.00
1290	STAKED TURBIDITY	200.000	LF	10.67	2,134.00
1300	INLET PROTECTION	41.000	EA	491.59	20,155.19
1310	MAINT. OF EROSION CTRL.	11,800.000	LF	1.42	16,756.00
	** Erosion Control **				\$74,209.19
1330	SWPPP	1.000	EA	46696.85	46,696.85
	** SWPPP **				\$46,696.85
1350	BOND	1.000	EA	99397.59	99,397.59
	** Bond **				\$99,397.59
Bid Total 87+30 to US17					\$6,641,583.55

Biditem	Description	Quantity	Units	Unit Price	Bid Total
2010	SURVEY LAYOUT (PERIMETER)	6,231.000	LF	2.19	13,645.89
2020	CLEARING & GRUBBING	12.000	AC	8831.09	105,973.08
	Clear & Grub 66+00 - 87+30				\$119,618.97
2040	TESTING	1.000	LS	39900	39,900.00
2050	STRIP SITE (6")	9,944.000	CY	2.03	20,186.32
2060	STRIP/BURY/MOVE TO SITE FILL	9,944.000	CY	3.11	30,925.84
2070	POND CUT TO SITE FILL	53,000.000	CY	3.11	164,830.00
2080	DEWATERING	53,000.000	CY	0.49	25,970.00
2090	PLACE & COMPACT FILL	53,000.000	CY	0.68	36,040.00
2100	MACHINE DRESS SITE	36,000.000	SY	0.66	23,760.00
	Earthwork (66+00 - 87+30)				\$341,612.16
2120	SURVEY LAYOUT (ROADWAY)	7,575.000	LF	2.19	16,589.25
2130	AS-BUILTS (ROADWAY)	7,575.000	LF	2.13	16,134.75
2140	4" SLEEVES	350.000	LF	19.95	6,982.50
2170	12" STAB. S/G (TN)	13,241.000	SY	5.84	77,327.44
2180	GRADE CURB PAD	7,575.000	LF	0.57	4,317.75
2190	18" CITY STANDARD CURB	5,548.000	LF	23.63	131,099.24
2200	DROP CURB	51.000	LF	51.84	2,643.84
2210	HEADER CURB	471.000	LF	31.56	14,864.76
2220	FDOT RA CURB	1,505.000	LF	26.73	40,228.65
2230	SIDEWALKS	2,109.000	SY	53.88	113,632.92
2240	H/C RAMPS	10.000	EA	332.5	3,325.00

2250	ADA MATS	150.000	SF	50.54	7,581.00
2270	FINE GRADE SUBGRADE	11,558.000	SY	3.71	42,880.18
2280	8" LIMEROCK BASE (TN)	11,558.000	SY	20.27	234,280.66
2282	CREDIT - USE CRUSHCRETE IN LIEU OF LIMEROCK	5,086.000	TN	-10.78	-54,827.08
2284	HAUL CRUSHCRETE ON SITE	5,086.000	TN	2.25	11,443.50
2290	PRIME	11,558.000	SY	1	11,558.00
2300	ASPHALT PAVING 1" 1st lift	11,558.000	SY	15.24	176,143.92
2305	ASPHALT PAVING 1" 2nd lift	11,558.000	SY	15.43	178,339.94
2307	BRICK PAVERS	3,015.000	SF	17.96	54,149.40
2320	STRIPING & SIGNAGE	1.000	LS	23940	23,940.00
2330	STABILIZED FIRE ACCESS	206.000	SY	24.08	4,960.48
	Roadway (66+00 - 87+30)				\$1,117,596.10
2350	SOD PONDS	5,362.000	SY	3.99	21,394.38
2360	SOD ROW	27,750.000	SY	3.99	110,722.50
	Crassing (66+00 - 87+30)				\$132,116.88
2380	SURVEY LAYOUT (STORM DRAIN)	2,600.000	LF	2.19	5,694.00
2390	AS-BUILTS (STORM DRAIN)	2,600.000	LF	2.13	5,538.00
2400	T.V. STORM DRAIN	2,600.000	LF	5.99	15,574.00
2410	DEWATER (6' OR DEEPER)	1,980.000	LF	13.73	27,185.40
2420	15" HP (4-6)	445.000	LF	52.96	23,567.20
2430	15" HP (6-8)	268.000	LF	54.93	14,721.24
2440	18" HP (4-6)	137.000	LF	60.7	8,315.90
2450	24" HP (4-6)	40.000	LF	83.12	3,324.80
2460	24" HP (6-8)	48.000	LF	85.55	4,106.40
2470	30" HP (8-10)	113.000	LF	121.92	13,776.96
2480	36" HP (4-6)	134.000	LF	131.01	17,555.34
2490	36" HP (6-8)	617.000	LF	134.03	82,696.51
2500	36" HP (8-10)	467.000	LF	143.07	66,813.69
2510	36" HP (10-12)	331.000	LF	150.3	49,749.30
2520	TYPE (C) INLET (4-6)	2.000	EA	3795.35	7,590.70
2530	SINGLE CURB INLET (4-6)	9.000	EA	6544.94	58,904.46
2540	SINGLE CURB INLET (6-8)	2.000	EA	7484.46	14,968.92
2550	SINGLE CURB INLET (8-10)	3.000	EA	8406.36	25,219.08
2560	DOUBLE CURB INLET (8-10)	1.000	EA	14675.46	14,675.46
2570	STORM MANHOLE (4-6)	1.000	EA	5355.39	5,355.39
2580	STORM MANHOLE (6-8)	4.000	EA	7691.98	30,767.92
2590	STORM MANHOLE (8-10)	2.000	EA	7590.12	15,180.24

2600	STORM MANHOLE (10-12)	3.000	EA	9772.74	29,318.22
2610	INVERTS	27.000	EA	655.36	17,694.72
2620	15" PRECAST MES	1.000	EA	2008.33	2,008.33
2630	36" PRECAST MES	3.000	EA	3732.57	11,197.71
2660	UNDERDRAIN STUBS	560.000	LF	50.95	28,532.00
2670	PUNCH OUT STORM DRAIN	2,600.000	LF	1.71	4,446.00
	Drainage (66+00 - 87+30)				\$604,477.89
2690	SURVEY LAYOUT (SEWER)	202.000	LF	2.19	442.38
2700	AS-BUILTS (SEWER)	202.000	LF	2.13	430.26
2710	T.V. SEWER MAIN	202.000	LF	5.99	1,209.98
2720	DEWATER (6' OR DEEPER)	202.000	LF	13.77	2,781.54
2730	8" SDR-26 PVC (10-12)	202.000	LF	52.44	10,592.88
2740	(A) MANHOLE (10-12)	2.000	EA	8136.27	16,272.54
2750	BOOTS	4.000	EA	73.07	292.28
2760	TOP ADJUSTMENTS	2.000	EA	981.9	1,963.80
2770	PUNCH OUT SEWER MAIN	202.000	LF	1.7	343.40
2780	SURVEY LAYOUT FM	1,140.000	LF	2.19	2,496.60
2790	AS-BUILT FM	1,140.000	LF	2.13	2,428.20
2800	PRESSURE TEST	1,140.000	LF	1.42	1,618.80
2810	10" DR-18 FORCE MAIN	1,140.000	LF	63.7	72,618.00
2820	10" BELL RESTRAINTS	16.000	EA	347.14	5,554.24
2830	10" MJ GATE VALVE	2.000	EA	3970.52	7,941.04
2840	SET VALVE BOX	1.000	EA	468.49	468.49
2850	10" MJ LONG SLEEVE	1.000	EA	1695.5	1,695.50
2860	10" MJ 45 BEND	2.000	EA	1657.34	3,314.68
2870	10" MJ 11.25 BEND	7.000	EA	1654.6	11,582.20
2880	10"X2" TAP CAP	1.000	EA	1039.71	1,039.71
2890	PUNCH OUT FORCE MAIN	1,140.000	LF	1.42	1,618.80
	Sanitary (66+00 - 87+30)				\$146,705.32
2910	SURVEY LAYOUT WM	2,200.000	LF	2.19	4,818.00
2920	AS-BUILT WM	2,200.000	LF	2.13	4,686.00
2930	FLUSH, PT. B.T.	2,200.000	LF	1.42	3,124.00
2940	10" DR-18 WATER MAIN	1,850.000	LF	66.84	123,654.00
2950	8" DR-18 WATER MAIN	240.000	LF	46.87	11,248.80
2960	6" DR-18 WATER MAIN	20.000	LF	31.95	639.00
2970	4" DR-18 WATER MAIN	90.000	LF	21.26	1,913.40
2980	10" BELL RESTRAINTS	41.000	EA	347.06	14,229.46

2990	8" BELL RESTRAINTS	8.000	EA	223.24	1,785.92
3000	6" BELL RESTRAINTS	4.000	EA	149.14	596.56
3010	10" MJ LONG SLEEVE	1.000	EA	3848.34	3,848.34
3020	10" MJ GATE VALVE	3.000	EA	3970.9	11,912.70
3030	8" MJ GATE VALVE	2.000	EA	2495.06	4,990.12
3040	6" MJ GATE VALVE	4.000	EA	1713.23	6,852.92
3050	4" MJ GATE VALVE	1.000	EA	1413.65	1,413.65
3060	SET VALVE BOX	10.000	EA	469.19	4,691.90
3070	FLUSHING HYDRANT	2.000	EA	2752.77	5,505.54
3080	SAMPLE POINT	3.000	EA	386.09	1,158.27
3090	FIRE HYDRANT ASSY	4.000	EA	5643.38	22,573.52
3100	10" CASE (B) CROSSING	4.000	EA	5998.49	23,993.96
3110	10" MJ 90 BEND	3.000	EA	1044	3,132.00
3120	10" MJ 22.5 BEND	3.000	EA	946.08	2,838.24
3130	10" MJ 11.25 BEND	9.000	EA	944.32	8,498.88
3140	8" CASE (B) CROSSING	3.000	EA	4116.53	12,349.59
3150	8" MJ 22.5 BEND	4.000	EA	654.83	2,619.32
3160	6" MJ 90 BEND	4.000	EA	538.22	2,152.88
3170	6" MJ 45 BEND	1.000	EA	507.37	507.37
3180	4" MJ 45 BEND	1.000	EA	464.99	464.99
3190	10"X10" MJ TEE	1.000	EA	1260.2	1,260.20
3200	10"X6" MJ TEE	3.000	EA	1260.21	3,780.63
3210	6"X6" MJ TEE	1.000	EA	820.29	820.29
3220	10"X8" MJ REDUCER	1.000	EA	987.28	987.28
3230	6"X4" MJ REDUCER	1.000	EA	472.01	472.01
3240	10"X2" TAP CAP	1.000	EA	510.69	510.69
3250	8"X2" TAP CAP	1.000	EA	376.24	376.24
3260	2" SINGLE SERVICES	1.000	EA	2207.66	2,207.66
3270	PUNCH OUT WATER MAIN	2,200.000	LF	1.42	3,124.00
	Watermain (66+00 - 87+30)				\$299,738.33
3290	SURVEY LAYOUT RM	2,180.000	LF	2.19	4,774.20
3300	AS-BUILT RM	2,180.000	LF	2.15	4,643.40
3310	PRESSURE TEST	2,180.000	LF	1.42	3,095.60
3320	12" DR-18 REUSE MAIN	1,480.000	LF	86.45	127,946.00
3330	10" DR-18 REUSE MAIN	360.000	LF	64.69	23,288.40
3340	6" DR-18 REUSE MAIN	300.000	LF	32	9,600.00
3350	4" DR-18 REUSE MAIN	40.000	LF	21.24	849.60

3360	12" BELL RESTRAINTS	28.000	EA	373.37	10,454.36
3370	10" BELL RESTRAINTS	10.000	EA	347.12	3,471.20
3380	8" BELL RESTRAINTS	6.000	EA	149.16	894.96
3390	12" MJ LONG SLEEVE	1.000	EA	3969.64	3,969.64
3400	12" MJ GATE VALVE	1.000	EA	4886.36	4,886.36
3410	10" MJ GATE VALVE	1.000	EA	3971.67	3,971.67
3420	6" MJ GATE VALVE	3.000	EA	1713.23	5,139.69
3430	4" MJ GATE VALVE	1.000	EA	1413.65	1,413.65
3440	SET VALVE BOX	6.000	EA	469.27	2,815.62
3450	FLUSHING HYDRANT	2.000	EA	2752.77	5,505.54
3460	12" CASE (B) CROSSING	1.000	EA	8168.77	8,168.77
3470	12" MJ 45 BEND	6.000	EA	1135.61	6,813.66
3480	12" MJ 22.5 BEND	7.000	EA	1059.43	7,416.01
3490	10" CASE (B) CROSSING	1.000	EA	5569.74	5,569.74
3500	10" MJ 22.5 BEND	3.000	EA	946.08	2,838.24
3510	10" MJ 11.25 BEND	2.000	EA	944.19	1,888.38
3520	6" MJ 90 BEND	2.000	EA	538.22	1,076.44
3530	6" MJ 22.5 BEND	5.000	EA	494.68	2,473.40
3540	12"X6" MJ TEE	1.000	EA	1460.19	1,460.19
3550	12"X4" MJ TEE	1.000	EA	1441.19	1,441.19
3560	10"X6" MJ TEE	1.000	EA	1331.8	1,331.80
3570	12"X10" MJ REDUCER	1.000	EA	1006.28	1,006.28
3580	10"X2" TAP CAP	1.000	EA	503.39	503.39
3590	6"X2" TAP CAP	1.000	EA	298.79	298.79
3600	2" SINGLE SERVICES	3.000	EA	2013.3	6,039.90
3610	PUNCH OUT REUSE MAIN	2,180.000	LF	1.42	3,095.60
	Reuse (66+00 - 87+30)				\$268,141.67
3630	SILT FENCE	6,231.000	LF	2.97	18,506.07
3640	STAKED TURBIDITY BARRIER	88.000	LF	10.64	936.32
3650	INLET PROTECTION	27.000	EA	491.78	13,278.06
3660	MAINT. OF EROSION CTRL.	6,231.000	LF	1.42	8,848.02
	Erosion (66+00 - 87+30)				\$41,568.47
	Bid Total 66 to 87+30				\$3,071,575.79
	Total Bid				\$9,713,159.34



HAL JONES CONTRACTOR
A Division of Vecellio & Grogan, Inc.

Hal Jones Contractor

A Division of Vecellio and Grogan, Inc.

720 Talleyrand Avenue
Jacksonville, FL 32202
Phone: 904-355-5885
Fax: 904-355-7648

INVOICE

Invoice #: 1988807

Date: June 5, 2024

REMIT TO:

P.O. Box 2438

Beckley, WV 25802-2438

D.R. Horton – North Florida
Attn: ACCOUNTS PAYABLE
4220 Race Track Road
Saint Johns, FL 32259

Re: The Rookery – Railroad Bridge/MSE Wall System

CUSTOMER #	HJC JOB #	CUSTOMER PO #	ENDING DATE	TERMS	AGREEMENT NO.
119812	1401433	200072 OF	05/31/2024	Net 30*	20072 OF

DATE OF ITEM	DESCRIPTION	UNIT	AMOUNT
	Application for Payment – #004		\$177,761.46
	10% Retainage		(17,776.15)
TOTAL DUE			\$159,985.31

*INVOICES NOT PAID WITHIN TERMS WILL BE SUBJECT TO THE HIGHEST INTEREST ALLOWED BY LAW AND SUBJECT TO ALL COLLECTION AND/OR ATTORNEY FEES. IF LEGAL ACTION IS REQUIRED VENUE WILL BE HELD IN DUVAL COUNTY, JACKSONVILLE, FL.

THANK YOU FOR YOUR BUSINESS!



D.R. HORTON - PEARCE BLVD BRIDGE OVER CSX
1401433
SCHEDULE OF VALUES
Period Ending: 05/31/2024
PO# 200072

ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL	PERIOD		BILLED TO DATE		REMAINING COST	10% RETENTION
						QUANTITY	COST	QUANTITY	COST TO DATE		
1	Mobilization	1.00	LS	\$ 81,000.00	\$ 81,000.00	0.25	\$ 20,250.00	0.50	\$ 40,500.00	\$ 40,500.00	\$ 4,050.00
2	GENERAL CONDITIONS	20.00	MO	\$ 41,047.46	\$ 820,949.11	1.00	\$ 41,047.46	2.00	\$ 82,094.91	\$ 738,854.20	\$ 8,209.49
3	TEST PILE	464.00	LF	\$ 502.00	\$ 232,928.00	232.00	\$ 116,464.00	288.98	\$ 145,067.96	\$ 87,860.04	\$ 14,506.80
4	PRODUCTION PILE	3232.00	LF	\$ 285.00	\$ 921,120.00		\$ -		\$ -	\$ 921,120.00	\$ -
5	SUBSTRUCTURE - CONCRETE	164.00	CY	\$ 1,918.00	\$ 314,552.00		\$ -		\$ -	\$ 314,552.00	\$ -
6	SUBSTRUCTURE - REBAR	18291.00	LBS	\$ 2.02	\$ 36,947.82		\$ -		\$ -	\$ 36,947.82	\$ -
7	SUPERSTRUCTURE - 36" BEAMS	576.00	LF	\$ 538.00	\$ 309,888.00		\$ -		\$ -	\$ 309,888.00	\$ -
8	SUPERSTRUCTURE - 54" BEAMS	1152.00	LF	\$ 621.00	\$ 715,392.00		\$ -		\$ -	\$ 715,392.00	\$ -
9	SUPERSTRUCTURE - CONCRETE	408.50	CY	\$ 1,623.00	\$ 662,995.50		\$ -		\$ -	\$ 662,995.50	\$ -
10	SUPERSTRUCTURE - REBAR	77527.00	LBS	\$ 2.02	\$ 156,604.54		\$ -		\$ -	\$ 156,604.54	\$ -
11	SUPERSTRUCTURE - GROOVING & PLANING	1393.00	SY	\$ 24.63	\$ 34,309.59		\$ -		\$ -	\$ 34,309.59	\$ -
12	SUPERSTRUCTURE - BEARING PADS	25.60	CF	\$ 1,623.00	\$ 41,548.80		\$ -	15.15	\$ 24,581.80	\$ 16,967.00	\$ 2,458.18
13	SUPERSTRUCTURE - EXPANSION JOINTS	134.00	LF	\$ 114.93	\$ 15,400.62		\$ -		\$ -	\$ 15,400.62	\$ -
14	APPROACH SLABS - CONCRETE	155.00	CY	\$ 1,014.00	\$ 157,170.00		\$ -		\$ -	\$ 157,170.00	\$ -
15	APPROACH SLABS - REBAR	28718.00	LBS	\$ 2.02	\$ 58,010.36		\$ -		\$ -	\$ 58,010.36	\$ -
16	TRAFFIC RAILING - 36" SINGLE SLOPE	252.00	LF	\$ 162.22	\$ 40,879.44		\$ -		\$ -	\$ 40,879.44	\$ -
17	TRAFFIC RAILING - 42" SINGLE SLOPE	252.00	LF	\$ 183.23	\$ 46,173.96		\$ -		\$ -	\$ 46,173.96	\$ -
18	CONCRETE PARAPET - 42" PED/BICYCLE RAIL	252.00	LF	\$ 245.56	\$ 61,881.12		\$ -		\$ -	\$ 61,881.12	\$ -
19	FENCING	256.00	LF	\$ 350.00	\$ 89,600.00		\$ -		\$ -	\$ 89,600.00	\$ -
20	CONDUIT F&I, EMBEDDED	756.00	LF	\$ 24.54	\$ 18,552.24		\$ -		\$ -	\$ 18,552.24	\$ -
21	JUNCTION BOX, F&I EMBEDDED	6.00	EA	\$ 2,333.33	\$ 13,999.98		\$ -		\$ -	\$ 13,999.98	\$ -
22	RETAINING WALL	28566.00	SF	\$ 146.62	\$ 4,188,346.92		\$ -		\$ -	\$ 4,188,346.92	\$ -
TOTAL					\$ 9,018,250.00		\$ 177,761.46		\$ 292,244.67	\$ 8,726,005.33	\$ 29,224.47



City of Green Cove Springs Subdivision Application

FOR OFFICE USE ONLY

RECEIVED

SEP 2

Item #7.

P Z File # _____

Application Fee: _____

Filing Date: _____ Acceptance Date: _____

Review Type: SRDT ☐ P & Z ☐ CC ☐

- ☐ Major Subdivision – Over 5 Lots
☐ Minor Subdivision - 3 to 5 Lot – Final Plat only, with fee

A. PROJECT

- Project Name: Rookery Phase 2A
- Address of Subject Property: CR15A
- Parcel ID Number(s): 38-06-26-1016515-008-00, 38-06-26-016579-000-00
- Existing Use of Property: Dairy
- Future Land Use Map Designation: Residential
- Zoning Designation: PUD
- Acreage: 39.88

B. APPLICANT

- Applicant's Status ☐ Owner (title holder) ☒ Agent
- Name of Applicant(s) or Contact Person(s): Anthony Sharp Title: Forward Planner
Company (if applicable): D.R. Horton, Inc.-Jacksonville
Mailing address: 4220 Race Track Rd
City: St Johns State: FL ZIP: 32259
Telephone: 9044214612 FAX: () e-mail: aksharp@drhorton.com
- If the applicant is agent for the property owner*:
Name of Owner (title holder): _____
Company (if applicable): D.R. Horton, INC.-Jacksonville
Mailing address: 4220 Race Track Rd
City: St Johns State: _____ ZIP: _____
Telephone: 9044214612 FAX: () e-mail: aksharp@drhorton.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

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:

Signature of Applicant

Anthony Sharp

Typed or printed name and title of applicant

Date

State of

Florida

County of

St. Johns

Signature of Co-applicant

Typed or printed name of co-applicant

Date

The foregoing application is acknowledged before me this 20 day of Sept., 2024 by Anthony

Sharp, who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



DEBORAH E. MCCLURE
Commission # HH 502505
Expires July 10, 2028

Signature of Notary Public, State of

Florida



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** December 10, 2024
FROM: Greg Bauer, Assistant Public Works Director
SUBJECT: City Council approval of the Thomas Hogan Gym, gym floor replacement in the amount of \$183,279.00 to Impact Sports Surfaces Inc., based on Sourcewell contract #031022.

BACKGROUND

During budget sessions for fiscal year 2025, City staff advised City Council of the need to replace the floor at the Thomas Hogan Gym. The gym floor is “raising” up in several locations. Upon investigation, the sub-flooring has retained moisture causing the floor to become compromised. Staff requested funding to repair the flooring in fiscal year 2025. City Council approved \$250,000 in the budget for fiscal year 2025 with funds in place to repair the gym flooring. The flooring will be taken down to the original base, leveled and new flooring installed. Impact Sport Surfaces provides a 25-year warranty on their products. The City will utilize the Sourcewell contract # 031022 which directly pertains to athletic surfaces with installation, and related equipment, materials, and services. Sourcewell contract #031022 expires on May 26th, 2026. Upon approval, the project is expected to take up to ten (10) weeks to complete.

FISCAL IMPACT

\$183,279.00- G/L 001-1214-5006326

RECOMMENDATION

Approve Thomas Hogan Gym, gym floor replacement in the amount of \$183,279.00 to Impact Sports Surfaces Inc., based on Sourcewell contract #031022.



Date	November 18, 2024
Valid Until	90 days from above
Sales Representative	Darin Aarnio
	daarnio@impactsurface.com

Customer:

Mr. Greg Bauer
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043
gbauer@greencovesprings.com

Quote/Project Description

Thomas Hogan Memorial Gym
Athletic Flooring Replacement
Sourcewell Contract: #031022-RBI

Description	Line Total
<u>Robbins Pulastic Classic 110 system:</u>	
Demo and removal of existing floor system and components from property	
Grind & shot blast existing slab to bare concrete & remove all prior Adhesives / Sealants	
Apply Sikafloor®-1620 specially formulated epoxy coating to treat high moisture concrete floors	
9mm granulated shock pad with 2mm Robbins Pulastic seamless urethane wear layer	
Topcoat: Color as selected by owner from manufacturers standard color pallet	
Gamelines - Graphics: Equal to existing	
Perimeter 4" vinyl cove base	
Aluminum saddles at transitions	\$ 183,279.00

Special Notes and Instructions

Moisture / Tolerance evaluation of the existing slab included
Freight / delivery to site included
Approximate lead time = 5-6 weeks

Subtotal	\$ 183,279.00
Total	\$ 183,279.00

Notes & Clarifications: Impact to provide dumpsters for process. Required power supplied by Owner.
Permanent lighting and HVAC must be functional during delivery/install. All work in compliance with Manufacturer Specifications. Additional work only to commence with the receipt of an approved Change Order.

Please confirm your acceptance of this quote by signing this document

Signature	Print Name	Date
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Thank you for your business!

Should you have any inquiries concerning this quote, please contact Darin Aarnio: 561-721-5718

1121 S. Military Trail #318, Deerfield Beach, FL. 33442
Tel: 954-796-4567 Fax: 954-719-3784 Web: www.impactsurface.com

**Solicitation Number: RFP #031022****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Robbins Inc., 4777 Eastern Ave., Cincinnati, OH 45226 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Athletic Surfaces with Installation, and Related Equipment, Materials, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 26, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and

- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 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 FR 12319, 12935, 3 C.F.R. §, 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. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). 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, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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 during 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

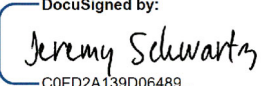
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell


Robbins Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/24/2022 | 9:56 PM CDT

DocuSigned by:

By: 99B8142ABEDC4B8...
John Ficks
Title: Global Sales & Marketing Manager
Date: 5/31/2022 | 10:06 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/31/2022 | 10:07 AM CDT

RFP 031022 - Athletic Surfaces with Installation, Related Equipment, Materials, and Services

Vendor Details

Company Name: Robbins Inc.
Address: 4777 Eastern Ave
Cincinnati , Ohio 45226
Contact: John Ficks
Email: jficks@robbinsfloor.com
Phone: 513-619-5975
Fax: 513-871-7998
HST#:

Submission Details

Created On: Thursday February 03, 2022 13:12:26
Submitted On: Wednesday March 09, 2022 15:01:30
Submitted By: John Ficks
Email: jficks@robbinsfloor.com
Transaction #: 2c913eae-ba4c-49df-949a-cbb35f01ef68
Submitter's IP Address: 165.225.57.168

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Robbins Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not applicable.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Robbins offers sports flooring products under the brand name, Robbins Sports Surfaces(r).
4	Provide your CAGE code or DUNS number:	Cage: 4R989 DUNS: 055105944 Federal ID #: 31-0794597
5	Proposer Physical Address:	Robbins Inc. Robbins Sports Surfaces 4777 Eastern Ave., Cincinnati, OH 45226 (513) 871-8988
6	Proposer website address (or addresses):	www.robbsfloor.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Ficks Global Sales & Marketing Manager 4777 Eastern Ave., Cincinnati, OH 45226 jficks@robbsfloor.com (513) 619-5975
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Same as above.
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mary (Beth) Smith Vice President of Sales Administration 4777 Eastern Ave., Cincinnati, OH 45226 bsmith@robbsfloor.com (513) 619-5934

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Robbins is proud to have earned a Sourcewell vendor contract in 2014 & 2018, this milestone has become a key component of our history and recent success in meeting the needs of the college, university, municipal and K-12 Sourcewell member markets. We appreciate the opportunity to submit this RFP response and the additional opportunity to meet future Sourcewell community demand. Robbins is eager to continue its partnership with the Sourcewell member community.</p> <p>Robbins, Inc. Profile Overview</p> <p>Robbins, Inc. is the premier supplier of high performance maple and synthetic sports flooring systems to the NBA, WNBA, NCAA, College & University, Arena, K-12, Government Institutional, religious and fitness markets. In more than 60 nations around the world athletes compete and practice on millions of square meters of Robbins' sports surfaces. Professional and amateur alike know that when they play on a high-performance Robbins' system they'll be able to play at peak levels, safely and comfortably. Consider:</p> <ul style="list-style-type: none"> In the 2021 NBA playoffs, 11 of the 16 teams play and/or practice on a

Robbins surface.

- 80% of all NBA teams currently have a Robbins competition or practice floor
- More NBA teams currently practice and compete on Robbins' game courts than all other manufacturers combined.
- The NBA routinely relies on Robbins' technical expertise for advice on game lines and court design.

Our Core Values

1. Proven Safety
2. Proven Performance
3. Proven Winners

Robbins' Passion and Purpose

We believe your kids and parents deserve the safest equipment. You're making a decision that impacts thousands of kids for decades to come. At Robbins, we work with schools who prioritize safety and performance and insist on giving their athletes the best shot at winning. We design and install the surfaces that set the stage for your community's greatest performances. A surface that promotes performance, speeds recovery and reduces injury. You want your kids performing at their best, we build floors where it can happen. That's why we are committed to the ideas of providing proven safety, proven performance and providing sporting surfaces for winning teams nationally.

Delivering on this passion has led to more than 25 patents over the years with additional patents pending. Robbins is the only manufacturer with full-time research and product development staff and has collaborated for more than 20 years with world-renowned biomechanics researcher, Dr. Benno Nigg of the Human Performance Laboratory at the University of Calgary. Robbins' unique capability and understanding of the biomechanical interaction between athlete and floor have recently led to new designs that reduce vibration and increase uniformity, both of which improve performance, comfort and safety. Please refer to the attachments section for additional information on the importance of managing uniformity and vibration in area-elastic sports floors.

Choosing the right sports flooring system is a complex undertaking and that's why in 1989 Robbins created The Robbins Institute®, the educational process by which prospective customers can learn what they need to know so they can make the best, most informed decision to meet their needs. Customer representatives ranging from Business Managers and Athletic Directors to Coaches, Trainers, Facility Managers, Architects and others who influence the buying decision can visit one of more than 15 Institutes around the country. The process starts with classroom education on basic system designs, key mechanical and biomechanical attributes and tradeoffs, and other considerations like facility climate control and expected load bearing conditions. After better understanding what the customer needs and wants, the process moves to the practical application part of the education process. Customer representatives have the opportunity to test a number of different flooring designs in our Institutes or at nearby installations, to help cement their classroom learning.

Structure

- Privately-held, 4th generation business founded in 1894
- Family-owned and operated
- 220 employees in seven locations
- Designer of standard, proprietary and custom sports flooring systems
- Manufacturer of residential hardwood flooring and hardwood and synthetic sports flooring systems
- Distributor of synthetic sports flooring products, including toll manufactured products and private label products marketed under the Robbins brand, as well as branded products owned by other companies.
- Ability to refurbish and repair portable systems in-house in our own finishing facilities thereby guaranteeing total control of the project from start to finish and ensuring that all aspects of the process conform to our rigid quality standards.

Businesses/Divisions

- Robbins Sports Surfaces
- Portable sports floors sold directly by Robbins staff
- Permanent sports floors sold through a network of authorized, highly-trained specialty flooring contractors
- International Sales – sports floors and residential flooring sold internationally through a network of dealers/distributors
- Egis FloorLife, an innovative contract sports flooring maintenance service that guarantees structural integrity and mechanical performance for up to 40 years.

Trade Affiliations/Alliances/Sponsorships

- LDS Church – Value Managed Relationship Partner (VMR)
- FIBA (International Basketball Federation)

		<ul style="list-style-type: none"> • MFMA (Maple Flooring Manufacturers' Association) – charter member of the nation's oldest manufacturing trade association. MFMA is recognized as the authoritative source of technical and general information about maple flooring and related sports flooring systems. • NIRSA (National Intramural-Recreational Sports Association) – charter corporate partner & sponsor to multiple events • IAVM member (venue managers association) • U. S. Green Building Council • Certified supplier of FSC materials (Green, Sustainable wood products) • American Institute of Architects – certified to deliver CEU modules • American Sports Builders Association – committee leadership role to standardize sports floor testing methodology 	Item #8.
11	What are your company's expectations in the event of an award?	<p>What are your company's expectations in the event of an award?</p> <p>Robbins has an established track record of meeting Sourcewell demand for athletic surfacing in a timely and very cost-effective manner. Robbins is eager to earn a new contract and understands that a competitive offering must be in place in order to earn a future relationship with the SOURCEWELL community.</p> <p>In the event of a contract being awarded to Robbins, Robbins expects to continue to work in partnership with the Sourcewell and our Sourcewell contract administrator to meet the demand of Sourcewell members Institutions. In the event of award, Robbins would initiate an education and training program within our company and throughout the Robbins Dealer Network to update and review Robbins' successful Sourcewell program. Robbins ability to provide athletic flooring to Sourcewell members is valued by Robbins and our Sourcewell member clientele equally. If Robbins is able to earn the contract award the following activity would be initiated. Contract Award then Contract Announcement then Internal Training then Dealer Training then Contract Promotion at Fall and Winter Trade-Shows, Exhibitions, Conferences and face to face meeting with Sourcewell members.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attached letters from PNC Bank and Great American Insurance indicating that Robbins is in good financial standing and maintains an 8 figure credit line with a \$5 million bonding capacity.	*
13	What is your US market share for the solutions that you are proposing?	35%. Robbins is the marketshare leader for maple gym floor systems installed in school gymnasiums. (note: maple hardwood is unquestionably the preferred surface for school gymnasiums in the USA and Canada) Robbins marketshare of the USA market for MFMA hardwood maple for educational institutions is estimated to exceed 35% of the square footage of all installations. Robbins marketshare in Canada for the same product is estimated to exceed 35%. Robbins estimated share of the educational institution market for synthetic sports flooring systems is 20%. This includes multipurpose courts, indoor running tracks and weight rooms.	*
14	What is your Canadian market share for the solutions that you are proposing?	We estimate a 30-35% share of the maple hardwood flooring market for schools in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO, Robbins has NEVER petitioned for bankruptcy protection.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<div data-bbox="1437 69 1557 128">Item #8.</div> <p>Robbins Sports Surfaces is a manufacturer of athletic flooring and a distributor of complimentary products. Robbins manufactures hardwood flooring, portable basketball floors, and athletic sub-floor components at our mills in White Lake, MI and Ishpeming, MI.</p> <p>Robbins manufactures the highest quality portable basketball floors used by NBA and NCAA teams. Clients include the Orlando Magic, Charlotte Hornets, LA Lakers and many others. Portable basketball floors are generally sold directly to the market by Robbins sports surfaces.</p> <p>SALES FORCE</p> <p>Robbins directly employs 6 Regional Sales Managers who work to assist maximize the sales of our U.S. and Canada dealer sales network. Unlike our competition, each Regional Sales Manager is teamed up with an inside Customer Service Representative, to quickly meet the needs of our dealer and facility owner customer base.</p> <p>Robbins employs an international sales team with particular expertise in sales to Asia, the middle east and south America.</p> <p>Robbins also employs a sales manager specializing in the basketball arena market. This individual is focused on meeting the needs of basketball arenas through the direct sales of portable basketball floors, ice-covers and other products to meet the needs of public arenas.</p> <p>EXCLUSIVE AUTHORIZED DEALER NETWORK</p> <p>Robbins Sports Surfaces' products, except for portable basketball floors, are sold and installed by a network of exclusive authorized dealers (the Dealer Network). The members of the Robbins dealer network maintain the necessary licensing, bonding capacity, staffing, trained craftsmen, installation expertise, required union affiliations, local office representation and other features that facilitate the installation of a sports flooring system. The installation of a wood sports flooring system is an art-form and skilled trade and local, experienced craftsmen are required to ensure project success.</p> <p>In North America, there are about 40 authorized Robbins dealers with close to 60 sales and installation offices. Robbins dealers comprehensively cover the USA, Canada, and portions of Mexico, China, the Middle East and a number of South American countries. Robbins dealers operate in exclusive promotional territories that may be organized by geography, product line or trade union affiliation. The average Robbins dealer has been affiliated with Robbins for over 20 years. For example, the exclusive Robbins dealer in Minnesota is H2i Group, formerly known as Anderson-Ladd Inc. Many of our dealers are small family owned business that have been affiliated with Robbins for over 40 years.</p> <p>All Robbins dealers are independently owned and operated. They are not franchises and they are operated independently of Robbins. Robbins Sports Surfaces and our Authorized Dealers work hand-in-hand to deliver solutions to our customers.</p> <p>Robbins, and the Authorized Robbins Dealer Network, have a proven track record of meeting the requirements of SOURCEWELL members in a timely and cost effective manner.</p> <div data-bbox="1502 709 1518 724">*</div>
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17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Numerous licenses and certifications are required to be held and are voluntarily by Robbins and Authorized Robbins Dealers in order to successfully meet demand from Sourcewell membership.</p> <ul style="list-style-type: none"> a) Business License b) Contractor and General Contractor Licensing required based on locality. c) FSC Certification – necessary to manufacture and distribute FSC certified wood products necessary for LEED Projects. (GREEN, SUSTAINABILITY) d) Maple Flooring Manufacturers Association membership – Required to supply standardized MFMA maple flooring to institutional athletic and recreational projects. e) ASBA – American Sports Builders Association membership. f) NBA – Robbins maintains a close relationship with the NBA. g) NIRSA – Intermural and Recreational Sports Association, membership. h) FIBA – International Basketball Federation certification necessary i) FIVB – Intl. Volleyball Federation. Necessary to supply competitive volleyball courts. j) HAZMAT Certification – Necessary to ship some gym floor products internationally. k) Chamber of Commerce certification – often required for export projects l) Union Affiliation – Regionally required by some SOURCEWELL members, necessary to operate in certain locales. m) MFMA Mill Accreditation n) MFMA Installer Accreditation o) Finish manufacturer certification 	Item #8.
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	There is no history of “Suspension or Disbarment”.	

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Robbins was recently named “Exporter of the Year, 2020” by EXIM Bank. Exim Bank is the Export/Import Bank of the Federal Government of the USA. Robbins was also recently recognized by the National Hardwood Lumber Association with a 100-year award, recognizing Robbins’ over 100-year history in the hardwood industry. Robbins considers contract awards as recognition of the trust Robbins maintains in our industry. Although Robbins products are purchased by hundreds of K-12 schools every year, it is the acceptance at the NBA and NCAA level that Robbins views as recognition of our commitment to the industry. Recent NBA and NCAA clients include the Minnesota Timberwolves, the Houston Rockets, Chicago Bulls and Philadelphia 76ers.
20	What percentage of your sales are to the governmental sector in the past three years	The Government and Education sectors make up greater than 95% of Robbins sales. An estimated additional breakdown of the two sectors would be: 75% Education 20% Government
21	What percentage of your sales are to the education sector in the past three years	Approximately 75% of Robbins annual sales are to the education market. Robbins is in business to serve the education and government sectors. A further breakdown of markets served by Robbins Sports Surfaces is as follows: <ul style="list-style-type: none"> • Public and Private K-12 • College and University • Community and Municipal Recreation (City, YMCA, Boys and Girls Clubs) • Parks and Recreation
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Robbins holds no other State or Cooperative purchasing contracts and relies exclusively on its partnership with SOURCEWELL for cooperative sales. Some Robbins dealers from time to time may hold state contracts but those sales are negligible when compared to Robbins SOURCEWELL related sales volume.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NONE, Robbins holds no GSA contracts or Standing Offers and Supply Arrangements.

Table 4: References/Testimonials

Item #8.

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Brainerd Public Schools	Reid Thiesse, B&G Director	(218) 454-6906	*
Maple Grove Schools	Jeff Arthurs, B&G Director	(763) 516-1932	*
Anoka/Hennepin Schools	Tom Karp, Operations Supervisor	(763) 202-1455	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
West Des Moines Rec Plex	Government	Iowa - IA	Sourcewell transaction for the sale & installation of new hardwood and synthetic athletic flooring. (2021 project)	\$481,000	\$481,000	*
New Ulm Recreation, Vogel Rec Center	Government	Minnesota - MN	Sourcewell transaction for the sale & installation of athletic flooring for new recreation complex. (2021 project)	\$379,000	\$379,000	*
Mt. Hood Community College	Education	Oregon - OR	Sourcewell transaction for the sale & installation of new athletic flooring. (2021 project)	\$479,000	\$479,000	*
St. Louis Park HS	Education	Minnesota - MN	Sourcewell transaction for the sale & installation of new athletic flooring. (2020 project)	\$342,000	\$342,000	*
Fowler High School	Education	New York - NY	Sourcewell transaction for the sale & installation of new athletic flooring. (2020 project)	\$260,000	\$260,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Robbins Sells and Services its products in all 50 states, Canada and many international markets. In addition to the National Sales Manager and other internal sales staff, Robbins directly employs 6 Regional Sales Managers who work to assist and maximize the sales of our U.S. and Canada dealer sales network (45 USA & Canada Dealers). Regional Sales Offices are located in; Vancouver, Canada, Phoenix, Arizona, Jackson, Mississippi, Cincinnati, Ohio and Philadelphia, Pennsylvania. Each Regional Sales Manager is teamed up with an inside Customer Service Representative, to quickly meet the needs of our Sourcewell clients. Robbins employs an international sales team with particular expertise in sales to Asia, the Middle East and South America. Robbins also employs a sales manager specializing in the basketball arena market. This individual is focused on meeting the needs of basketball arenas through the direct sales of portable basketball floors, ice-covers and other products to meet the needs of public arenas. Robbins sales teams have an established and strong history of efficiently meeting the demand of Sourcewell members.	*

27	Dealer network or other distribution methods.	<p>Authorized Dealer Network.</p> <p>In North America, there are about 45 authorized Robbins dealers with close to 60 sales and installation offices. Robbins dealers comprehensively cover the USA, Canada, and portions of Mexico, China, the Middle East and a number of South American countries. Robbins dealers operate in exclusive promotional territories (generally, one dealer per state) that may be organized by geography, product line or trade union affiliation. The members of the Robbins dealer network maintain the necessary licensing, bonding capacity, staffing, trained craftsmen, installation expertise, required union affiliations, local office representation and other features that facilitate the installation of a sports flooring system. The average Robbins dealer has been affiliated with Robbins for over 20 years. For example, the exclusive Robbins dealer in Minnesota is H2i (formerly Haldemann Homme & Anderson-Ladd Inc.) H2i has been affiliated with Robbins for over 45 years. In the state of Minnesota, H2i is responsible for the sale and installation of all Robbins permanently installed flooring product.</p> <p>All Robbins dealers are independently owned and operated. Robbins Sports Surfaces and our Authorized Dealers work hand-in-hand to deliver solutions to our customers. The Robbins dealer network employs hundreds of craftspeople to quickly meet the needs of Sourcewell members</p>	Item #8.	
28	Service force.	Each of Robbins 45 dealers in the USA & Canada maintains a staff of sports flooring installation and service professionals. Robbins dealers sell and install sports flooring and also provide annual and necessary maintenance services for their clients.		*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Robbins has a strong, 8-year track record of quickly and cost effectively meeting the needs of Sourcewell members using the process described below.</p> <p>Robbins maintains a dedicated customer service department. Each Robbins sales territory has a dedicated customer service representative. Robbins operates an ERP system to link dealer quote and order data with manufacturing resources. Individual Sourcewell projects, although material pricing is set, will be quoted as an individual project. In this manner, the materials will be sourced and available to meet the needs of the Sourcewell client.</p> <p>Standard ordering procedure is as follows.</p> <ol style="list-style-type: none"> 1. Sourcewell Member contacts dedicated Robbins staff member regarding required solution. 2. Robbins staff communicates with Sourcewell member regarding pre-negotiated options as well as specific project requirements. 3. Robbins staff connects Sourcewell member with local authorized Robbins dealer for site inspection and needs assessment. 4. Using pre-negotiated Sourcewell pricing, Robbins dealer submits proposal to Sourcewell member representing the total cost of acquisition. Proposal may include sourced items such as concrete correction, specialty artwork or other custom factors. 5. Robbins dealer and Sourcewell member enter into construction contract. 6. Project solution is implemented. 7. Sourcewell member is invoiced by Robbins dealer. 8. Project follow-up is held. <p>The Sourcewell member is entering into a construction contract with the local Robbins dealer. The local Robbins dealer is installing materials supplied by Robbins Standard project material lead time is 4 – 6 weeks although for some stock products it is significantly less. Depending on the scope of work, project installation may require 2 – 6 week lead time, possibly less or more depending on the month and product chosen.</p>		*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Robbins dealers maintain an exclusive relationship with Robbins and must earn the relationship by providing excellent service to the market. Standard project material lead time is 4 – 6 weeks although for some stock products it is significantly less. Depending on the scope of work, project installation may require 2 – 6 week lead time, possibly less or more depending on the month and product chosen.		*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Robbins and the Authorized Robbins Dealer Network comprehensively cover all geographic areas of the United States. There is no location in the United States that is not covered by an Authorized Robbins Dealer.		*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Robbins and the Authorized Robbins Dealer Network comprehensively cover all geographic areas of Canada. There is no location in Canada that is not covered by an Authorized Robbins Dealer.		*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.		*

34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are NO Sourcwell participating entity sectors that Robbins will not fully serve through the proposed contract.	Item #8.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Robbins has dealers in both Alaska and Hawaii covering each market.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>If Robbins is a successful bidder and is able to continue its participation in this important cooperative purchasing program, the Robbins Sourcwell program will be promoted using the following tools and promotional channels.</p> <p>Websites Robbins Sports Surfaces Authorized Dealers Facebook and social media Print Literature and Catalogs Tradeshows. Robbins currently uses several Sourcwell provided marketing tools. State School Board and Business Officials Various national athletic and sports shows catering to the K-12 market International tradeshows catering to the global flooring market</p> <p>Robbins eagerly looks forward to inviting Sourcwell representatives to meet with the dealer network at upcoming meetings and events.</p> <p>Robbins participates in national tradeshows focused on the educational construction market. Robbins will promote Sourcwell and the Sourcwell program through our participation in these shows. Robbins will create promotional literature as well as add information to our website promoting Sourcwell. Robbins makes extensive use of marketing materials (flags, floor decals etc.) provided by Sourcwell.</p> <p>Robbins and Robbins authorized dealers also participate in most state level school board and school business official conferences. Sourcwell will be promoted through those venues as well.</p> <p>Robbins Sourcwell Page: https://www.robbsfloor.com/Sourcwell-contract-purchasing/ See attached documents.</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Robbins makes extensive use of social media platforms such as Facebook, Twitter, Instagram and LinkedIn. These platforms plus an extensive digital customer tracking systems enhance Robbins' marketing effectiveness.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>Sourcwell's role should be to provide a connection between the Sourcwell member and Sourcwell vendor. Our past relationship with Sourcwell and Sourcwell members indicates that Sourcwell members make extensive use of the Sourcwell website when evaluating contract options. The Sourcwell website, and specifically, Robbins landing page is an excellent resource for the Sourcwell member. Sourcwell is encouraged to maintain its excellent web presence as it is a proven, valuable resource.</p> <p>The Sourcwell contract is integrated into Robbins sales process as a primary tool and method to assist Sourcwell members and potential members in acquiring the sports flooring solution they require at the right price and at the right time. Sourcwell members are very effective at using the Sourcwell contract to expedite the acquisition of product and services from Robbins.</p>	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Robbins pricing is comprehensive of both material price and installation price. This turn-key pricing does not lend itself to the use of e-procurement systems. Robbins has serviced many Sourcwell members and e-procurement has never been requested by the Sourcwell member.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training in the maintenance and optimal environmental conditions for flooring are standard as part of the purchase. This training is given by the local installing Authorized Dealer at project completion. Generally, the training is given to the facility's maintenance staff and other interested parties. There is no additional cost for initial instruction in the maintenance of products.	Item #8.	*
41	Describe any technological advances that your proposed products or services offer.	Robbins is the innovator in athletic flooring systems that benefit the user athlete. Several of Robbins premium systems, offered as part of this contract bid, offer unique "vibration damping" safety benefits to the athlete. This technology allows teams to play and practice longer with fewer injuries. It is for this reason that such products have been chosen by top teams such as the Minnesota Timberwolves for their practice facility. Robbins synthetic systems such as our Pulastic floors go beyond commodity offerings by allowing the customer to choose solutions to meet their specific needs. These solutions may be for a softer floor, texture for a running track or a custom color. Much more detail on this topic may be found on our website at www.robbinsfloor.com		*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	In order to meet demand from our primary institutional customers, Robbins has been an innovator in sustainable offerings for many years. Robbins has the products in place to allow institutions to maximize LEED credits for their construction projects. Examples: <ul style="list-style-type: none"> • FSC Certification. Robbins is certified by the Forest Stewardship Council (FSC) to provide sustainably harvested hardwoods. This is critical for the fulfillment of LEED projects. • California Department of Public Health 01350 Indoor Air Quality Certification. Robbins Pulastic products have been tested to meet the requirements of the CA 01350 air quality standard. This means that Robbins Pulastic products are pre-certified to meet the requirement of LEED IEQ 4.3. • Recycled Content. Many Robbins systems, included most offered under this contract bid have a recycled content that is desirable for LEED projects. • ISO 14001. Robbins Pulastic products are produced in a factory that is ISO 14001 certified for environmental consistency. 		*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Forest Stewardship Council (FSC) - Chain of Custody Certified Robbins license code FSC® C002923 and certificate # NC-COC-000720 is audited annually by NEPCon Environmental Product Declaration per ISO 14025 & EN 15804 California Department of Public Health CDPH/EHLB/Standard Method Version 1.2, 2017 (Emission testing method for CA Specification 01350) -The above recognized by: USGBC LEED Version 4, BD&C / ID&C, The WELL Building Standard / ANSI/GBI 01 / Green Building Assessment Protocol / Green Guide for Healthcare V2.2		*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Several Robbins dealers are female owned and operated and maintain MWBE certification and all will effectively work to meet minority requirements when necessary.		*

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Our unique attributes for the benefit of Sourcewell Members includes: Comprehensive Product Solutions, Comprehensive Geographic Coverage & Direct Purchasing from the mill via our local Authorized Dealer.</p> <p>First, Robbins is a mill manufacturer of hardwood flooring and distributor of complimentary components and synthetic flooring. Robbins is a manufacturing member of the Maple Flooring Manufacturers Association. When evaluating bids, it is very important to determine which bidders are the actual OEM manufacturer, as is Robbins, and who is a re-seller presenting their company as a manufacturer. With Robbins, the Sourcewell member is purchasing direct from the mill through an authorized dealer.</p> <p>Robbins is separated from its competition on the following basis;</p> <ul style="list-style-type: none"> • Best comprehensive solutions for Sourcewell members. Robbins is unique in the broad offering of flooring systems to meet the needs of any indoor or outdoor athletic facility. --Gym Floors, Running Tracks, Weight Room Floors, Multi-purpose areas, Stage Flooring, Cafetorium Flooring. • Robbins is the exclusive North American distributor of SIKI/Descol Pulastic® seamless urethane athletic flooring systems. Pulastic is the original seamless polyurethane perfect for running tracks and auxiliary gyms. • Geographic coverage and highly developed dealer network. Robbins has the highly developed dealer network desired by our competition. Robbins' dealers comprehensively cover the United States and Canada. Robbins also has dealers in Europe, South America, the Middle East, Asia and other regions of the world. <p>Robbins is well respected within the community of Sourcewell members. There is already documented demand for Robbins products from the Sourcewell community.</p> <p>Robbins is the only Maple Flooring Manufacturers Association flooring mill with an equally strong synthetic program. Only Robbins and our dealers can meet the complete athletic flooring solutions need or any Sourcewell flooring member facility. From the wood gym to the weight room to the running track, Robbins authorized dealers can meet the needs of the Sourcewell community.</p> <p>Robbins has the strongest local dealer network of any manufacturer or distributor in our industry. Robbins does not sell to "fly by night" contractors. Our authorized dealers are carefully chosen and most have worked with Robbins for decades.</p> <p>More NBA teams play and practice on Robbins floors than any other manufacturer. Sourcewell members may benefit from this association.</p>	<p>Item #8.</p> <p>*</p>
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Table 9: Warranty

Item #8.

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	The warranty supplied by Robbins is unique in the industry because it is considered a "joint" warranty. The warranty is written in two parts to cover both the installation, endorsed by the Authorized Robbins Dealer, materials, endorsed by Robbins. Warranties are issued upon project completion. Depending on product, warranty coverage ranges from 1 year to 25 years.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The warranty limits floor use to the use for which it is intended.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. But, if repair is not covered by warranty, customer will be invoiced.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Robbins dealers comprehensively cover the United States and Canada.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The joint warranty issued by Robbins and Robbins dealers covers the items purchased from Robbins and the Robbins materials installed by the dealer. If the Sourcewell member demands "sourced" items a part of the contract, those items would be covered by the OEM warranty.	*
51	What are your proposed exchange and return programs and policies?	Installed floors may not be exchanged or returned. Robbins imposes a modest re-stocking fee for cancelled orders.	*
52	Describe any service contract options for the items included in your proposal.	Robbins offers the optional EGIS Floorlife® program. Egis is a long term floor maintenance program for indoor maple and synthetic floor systems that extends the original warranty of the floor up to 40 years. Egis falls outside the Sourcewell contract offering as pricing is contingent on several factors that are not known until the floor is installed. EGIS is a program taken advantage of by many school districts and universities.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Robbins standard payment terms to Authorized Robbins Dealer for Sourcewell projects is net 30. Payment terms are often dictated by purchase contract issued by Sourcewell member or authorized purchasing representative of Sourcewell member. Payment terms are generally negotiated between Authorized Robbins Dealer and Sourcewell member. Robbins successful history as an Sourcewell vendor has indicated no problems with payment terms.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Robbins makes tax exempt municipal lease financing available through Sourcewell partner vendor NCL Government Capital based in Minnesota.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Robbins issues its Authorized Dealer a standardized quotation form that is coded to indicate the project is for a Sourcewell member. The Authorized Robbins Dealer issues a proposal to the Sourcewell member utilizing Robbins Sourcewell vendor identification and in accordance with Robbins's standards for dealer Sourcewell proposals. The Sourcewell member issues a purchase order or contract based on their own established practices.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Robbins does accept major credit cards but does not accept P-card procurement and payment process, nor has there been any demand for this process from Sourcewell members.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can

be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Change Request Form.

Item #8.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Robbins offers a line item discount from MSRP for each product. Pricing is for the turn-key installation of specific products performed by Authorized Robbins Dealers. All pricing is maximum ceiling price for each item with individual project pricing generally offered at lower levels based on local market conditions. Canada pricing offered in US dollars. Please see the attached price list.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing discount from MSRP ranges from 5-15% depending on the product. Price list is maximum ceiling price as many products are offered at season discount or at additional discount to meet local market conditions. Please note that Robbins pricing is designed for the future sale and shipment of Robbins products and must take into account current raw materials variances due to labor shortages and the crisis in Ukraine.
59	Describe any quantity or volume discounts or rebate programs that you offer.	All wood products may be available at quantity discounts based on project size or product. Many of our wood products are offered at seasonal discount due to seasonal overstock. Size of discount varies in relation to inventories and market conditions.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Sourced products or related services are provided on a project by project basis by either Robbins Inc. or the Authorized Robbins dealers. Sourced products or services are generally required to ensure the quality installation of the sports floor system. Examples of this service may include concrete correction or moisture mitigation. The necessity of such services is dictated by the conditions of the project. Pricing for these services is offered at a competitive bid price per the request of the Sourcewell member or necessity of the service. Pricing for these services are often subject to the rules established by the general contract for the project or are pre-negotiated with Sourcewell member prior to project start.</p> <p>Ancillary services such as those described above will be negotiated on a per project basis. Robbins Sports Surfaces will facilitate the inclusion of these items in the overall installation contract and work with the Authorized Robbins Dealer to make sure the Sourcewell member is receiving a competitive and equitable price for ancillary services.</p>
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All potential costs are included in the pricing submitted with Robbins' response. For example, Robbins is providing turn-key ceiling pricing that includes materials and installation. Project and construction requirements, expected and unexpected, may sometimes dictate the addition of some services or products at a negotiated price with owner. As is standard industry practice, Sourcewell members must dictate a requirement for performance bonds prior to requesting project pricing from Authorized Robbins dealer.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is FOB factory, this is standard in the industry and necessary due to potential freight complexity. Every project installation performed for an Sourcewell member is custom depending on the size of the project, product chosen and installation complexities. As a result, freight cost varies from project to project. The Authorized Robbins dealer will facilitate all freight costs for the Sourcewell member. Freight is an additional line item cost included in the contract offering to the Sourcewell member. Robbins issues a per project freight quote to the dealer based on project location and shipping requirements. Robbins maintains freight contracts with specific vendors in order to offer the most competitive freight cost to Sourcewell member.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Robbins is well versed in making shipments to Alaska, Hawaii, Canada and International Markets. Other than additional cost and transit time, such shipments are a standard practice at Robbins.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The Robbins Authorized Dealer network is the most geographically comprehensive of any sports flooring manufacturer in the United States and Canada, ensuring the ability of Robbins to effectively meet demand of Sourcewell members.

Table 12: Pricing Offered

Item #8.

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Robbins plans to continue the time-tested and custom process in place in order to verify compliance with the Sourcewell Contract.</p> <p>1. Pricing Accuracy. Robbins current Sourcewell price list is distributed directly to our dealers via our team of regional sales managers. The price list is also available publicly for reference on the Sourcewell website on Robbins' landing page. Third, the price list is always available to our dealers on the Robbins Community Resource Center. Dealers are also made aware of updates to Robbins Sourcewell program via the Community Resource Center.</p> <p>2. Sales Reporting. All quotations to dealers issued for Sourcewell projects are tagged with a code in our ERP system. When the quotation is converted to an order, the code identifying the sale as a Sourcewell project is maintained. Once the Sourcewell project is shipped, Robbins dealer's must provide the contract value of the Sourcewell purchase made by the member. Robbins then invoices the dealer for the administrative fee based on the contract value.</p> <p>3. Remittance to Sourcewell. At quarter end, all Sourcewell projects are itemized in the standard Sourcewell reporting spreadsheet. Robbins then issues a check to Sourcewell based on the administrative fee for the Sourcewell projects shipped that quarter.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Robbins tracks performance of the Sourcewell using two methods. Annually and Quarterly performance as viewed in the Quarterly Sourcewell Sales Report. Sourcewell Project Quotation and Orders rates as viewed within our ERP system.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2% of the member acquisition cost of line items identified in the attached pricing addendum excluding freight. All product and services acquired by SOURCEWELL member through use of Robbins SOURCEWELL contract, excluding freight, are subject to fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Item #8.

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Robbins Sports Surfaces is the most comprehensive manufacturer and supplier of flooring solutions for indoor athletic, recreational, and performing arts venues. Our flooring solutions are specifically designed to meet the requirements of K-12, University, Parks & Recreational and other institutional entities. Robbins is a manufacturing member of the Maple Flooring Manufacturers Association. For the purposes of this bid, our products can be divided into three categories: Hardwood Gym Floor Systems, Synthetic Flooring Systems and systems for Performing Arts. In general, the scope of Robbins offering includes solutions to provide surfaces for the following applications.</p> <ul style="list-style-type: none"> • Indoor hardwood wood gym floors • Indoor synthetic gym floors • Indoor synthetic walk/jog tracks • Indoor field-house flooring • Indoor weight room flooring • Indoor multi-purpose areas • Outdoor multi-purpose areas • Theatrical Flooring for schools • Repair/maintenance Services <p>All flooring projects must be contracted directly between the purchaser and the Authorized Robbins Dealer, except in the case of Robbins All-Star® Portable Basketball Floors which may be purchased directly from Robbins.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Using CSI Masterformat Codes, the sub-categories of solutions may be identified as follows:</p> <p>09 64 29 Wood Strip and Plank Flooring Example: High School Stage Flooring</p> <p>09 64 66 Wood Athletic Flooring Example: K-12 Gymnasium</p> <p>09 65 66 Resilient Athletic Flooring Example: Rubber tile flooring for school weight room.</p> <p>09 67 66 Fluid Applied Athletic Flooring Example: Synthetic surface for auxiliary gym or High School indoor running track.</p> <p>13 28 66 Demountable Athletic Surface Example: Portable Basketball Floor</p> <p>32 18 23.33/.39 Running Track Surfacing/Synthetic Running Track Surfacing Example: Indoor Running Track Surface Material</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Item #8.

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Athletic surfacing materials such as: Hardwood, Synthetic, Rubber, Sports Vinyl and Clay.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Robbins, an OEM manufacturer, proposes to offer the following comprehensive solutions to Sourcewell members for the construction or renovation of indoor athletic and recreational facilities:</p> <ol style="list-style-type: none"> 1. Hardwood Sports Flooring Systems -a variety of popular hardwood systems featuring various grades and dimensions of northern hard maple flooring. -Systems designed to promote the safety of student athletes and other users. 2. Resilient Polyurethane Synthetic Sport Flooring Systems -A variety of seamless polyurethane systems designed for use in indoor athletic facilities. -Systems are designed for use in multi-use gyms, walk-jog tracks and cardio fitness areas. 3. Rubber Sports Flooring -A variety of popular rubber flooring systems designed for use in indoor running tracks, weight rooms and cardio fitness areas.
72	Equipment, options, accessories, technology and supplies complementary or incidental to the purchase of a turnkey or complete solution of the types described in 71 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Robbins proposes to continue offering the equipment, options and supplies complimentary to a turn-key installation of our sports flooring systems by Authorized Robbins Dealers. These items include; expanded logos and gamelines, custom colors, wall base, thresholds, concrete correction, moisture mitigation, modification required for LEED certified projects and other necessary items.</p> <p>Robbins has a proven track record of being able to supply Sourcewell members with the necessary materials for a turnkey sale and installation of Robbins sports flooring systems. See our price list for a complete list of items offered.</p>
73	Services related to the offering of the solutions described in Lines 71 and 72 above, including installation, removal, disposal, refurbishment, inspection, repair, maintenance, training, and support.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Robbins Sourcewell pricing is comprehensive of the installation of a Robbins Sports Surfaces flooring system. The line item pricing includes the installation of the sports flooring system including basic graphics, gamelines and the necessary wallbase and thresholds for a complete installation. Additional line-items facilitate the demolition and removal of existing flooring as well as concrete correction and moisture mitigation if necessary. Included in the price list are line items for annual maintenance services. With new floor installation, Sourcewell members receive training in proper care and maintenance.</p>

Table 15: Industry Specific Questions

Line Item	Question	Response *
74	Describe any unique advantage your product offers in relation to design, manufacturing, performance, maintenance, and product longevity.	<p>Robbins is the innovator in athletic flooring systems that benefit the user athlete. Several of Robbins premium systems, offered as part of this contract bid, offer "vibration control & protection" to the athlete. This technology allows teams to play and practice longer with fewer injuries. It is for this reason that such products have been chosen by top teams such as the Minnesota Timberwolves for their practice facilities. Robbins floors are tested to meet and exceed industry performance standards accepted in the USA, Canada, Europe and around the world.</p> <p>Robbins synthetic systems such as our Pulastic floors go beyond commodity offerings by allowing the customer to choose solutions to meet their specific needs. These solutions may be for a softer floor, a custom texture or a custom color.</p> <p>Much more detail on this topic may be found on our website at www.robbsfloor.com</p>

75	Describe any sustainability design features your product offers.	<p>In order to meet demand from our primary institutional customers, Robbins has been an innovator in sustainable offerings for many years. Robbins has the products and features in place to allow institutions to maximize LEED credits for their construction projects.</p> <p>Examples:</p> <ul style="list-style-type: none"> -FSC Certification. Robbins is certified by the Forest Stewardship Council (FSC) to provide sustainably harvested hardwoods. This is critical for the fulfillment of LEED projects. -CA 01350 Indoor Air Quality Certification. Robbins hardwood and synthetic systems have been tested to meet the requirements of the CA 01350 air quality standard. This means that Robbins Pulastic products are pre-certified to meet the indoor air quality requirements of LEED and other sustainable construction standards. -Recycled Content. Many Robbins systems, included most offered under this contract bid have a recycled content that is desirable for LEED projects. -ISO 14001. Robbins Pulastic products are produced in a factory that is ISO 14001 certified for environmental consistency. 	Item #8.
76	Describe the installation process and how it is managed from product order to completion.	<p>Robbins has a strong, 8-year track record of quickly and cost effectively meeting the needs of Sourcewell members using the process described below.</p> <p>Sourcewell projects are priced on an individual basis by Authorized Robbins Dealer based on project site requirements. In this manner, the materials and labor may be effectively sourced and available to meet the needs of the Sourcewell client.</p> <p>Standard procedure may be as follows.</p> <ol style="list-style-type: none"> 1. Sourcewell Member contacts dedicated Robbins staff member regarding required solution. 2. Robbins staff communicates with Sourcewell member regarding pre-negotiated options as well as specific project requirements. 3. Robbins staff connects Sourcewell member with local authorized Robbins dealer for site inspection and needs assessment. 4. Using pre-negotiated Sourcewell pricing, Robbins dealer submits proposal to Sourcewell member representing the total cost of acquisition. Proposal may include sourced items such as concrete correction, specialty artwork or other custom factors. 5. Robbins dealer and Sourcewell member enter into construction contract. 6. Authorized Robbins Dealer orders materials from Robbins and schedules installation resources. 7. Installation schedule and requirements are coordinated with Sourcewell member. 8. Installation is performed by Robbins dealer. Installation involves the inspection of the space and then necessary site preparation which may include concrete correction and moisture mitigation. Installation is performed per Robbins specifications by Authorized dealer. 9. Upon acceptance, Sourcewell member is invoiced by Robbins dealer. 10. Project follow-up is held. <p>Standard project material lead time is 4 – 6 weeks although for some stock products it is significantly less. Depending on the scope of work project installation may require 2 – 6 week lead time, possibly less or more depending on the time of year.</p>	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Item #8.

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
 3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Robbins Sports Surfaces Pricing 060518--2022 Price Sechedule_February Update.pdf - Thursday March 03, 2022 15:04:34
 - [Financial Strength and Stability](#) - Robbins Bondabililty Letter & PNC letter 3.8.33.pdf - Wednesday March 09, 2022 14:43:35
 - [Marketing Plan/Samples](#) - Robbins Marketing Resources for Sourcwell.pdf - Thursday March 03, 2022 15:26:25
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Robbins Electronic Warranty Sample.pdf - Wednesday March 09, 2022 14:46:33
 - [Standard Transaction Document Samples](#) - Sample Quote and Order.pdf - Wednesday March 09, 2022 14:44:57
 - [Upload Additional Document](#) - Robbins Sourcwell Playbook_2022.pdf - Thursday March 03, 2022 15:26:49

Addenda, Terms and Conditions

Item #8.

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

Item #8.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Ficks, Sales Manager, Robbins Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Athletic_Surfaces_RFP_031022 Thu March 3 2022 08:58 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Athletic_Surfaces_RFP_031022 Fri January 28 2022 03:18 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Athletic_Surfaces_RFP_031022 Fri January 21 2022 01:20 PM	<input checked="" type="checkbox"/>	1

AMENDMENT #1
TO
CONTRACT # 031022-RBI

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Robbins Inc., now known as Robbins Sports Surfaces, LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Athletic Surfaces with Installation, Related Equipment, Materials, and Services to Sourcewell and its Participating Entities, effective May 31, 2022, through May 26, 2026 (Contract).

Robbins Inc., has changed its name to “Robbins Sports Surfaces, LLC.” As of the date of this Amendment, all references to “Robbins Inc.” in Contract # 031022-RBI will be replaced with “Robbins Sports Surfaces, LLC.”

Except as amended, the Contract remains in full force and effect.

Sourcewell

Robbins Sports Surfaces, LLC

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489
Jeremy Schwartz
Chief Procurement Officer

DocuSigned by:
By: John Ficks
99B8142ABEDC4B8...
John Ficks

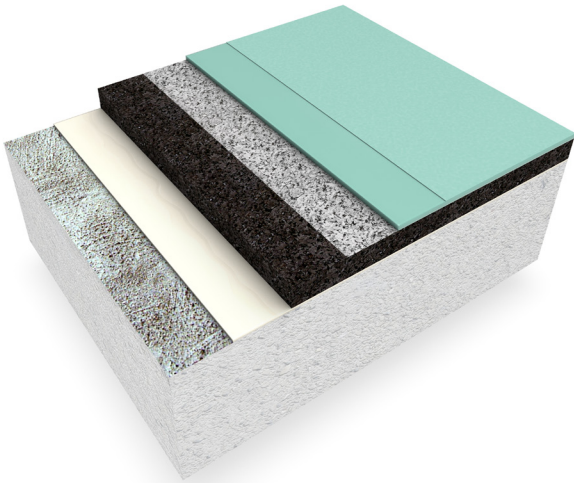
Date: 1/17/2024 | 2:21 PM CST

Title: Sales Manager

Date: 1/17/2024 | 12:10 PM PST

INTRODUCING: PULASTIC CLASSIC 110

A seamless multi-purpose sports floor that provides strength and performance for all levels of play and competition



- Pulastic Classic 110 is approved according to the EN 14904 Standard - Category P1
- Approved by FIBA, FIVB, and IHF
- Manufactured under ISO 9001, ISO 14001, and CSR Level 3 (ISO 26000)
- Good resiliency for comfort and injury prevention
- Seamless, non-porous and smooth surface for easy maintenance, repair and resurface options
- Excellent contact noise reduction for outstanding acoustic isolation
- Sustainability through high content of recycled and rapidly renewable raw materials
- Water based finish for very low odor during installation and maximum indoor clean air protection during use
- Outstanding mechanical strength and wear resistance for optimal life cycle cost and maximum usability



PULASTIC®

SYNTHETIC FLOORING SYSTEMS

INDOOR | MULTI- PURPOSE | BASKETBALL | VOLLEYBALL
AEROBICS | TRAINING FACILITY | COMPETITION LEVEL

Product Specifications

 Nominal Thickness	11 mm	
 Character	Point-Elastic	
 Shock Absorption	28%	EN 14808
 Vertical Deformation	1.4 mm	EN 14809
 Ball Bounce	98%	EN 12235
 Resistance to Rolling Load	≥ 1500 N	EN 1569
 Resistance to Impact	≥ 800 gr @ 10°C	EN 1517
	≥ 1200 gr @ 17°C	EN 1517
 Resistance to Indentation	0.35 mm @ 5 min	EN 1516
	0.15 mm @ 24 hrs	EN 1516
 V.O.C. Content- Adhesive	Solvent Free	
 V.O.C. Content- Finish 	45 gr/lit	ASTM D 3960
 Elongation at break- Structure	150%	DIN 53455
Tensile Strength- Structure	8 N/mm ²	DIN 53455
Tear Strength- Structure	25 N/mm	DIN 53515
 Warranty 	Standard 2 year manufacturer's warranty with optional Extended Warranty Program (Egis Floorlife)	

16 Classic Colors to Choose From



*Custom color options available. Due to printer variation, actual floor colors may be slightly different from colors above. Consult your dealer for color accuracy.

Classic 110 Meets the Following Organizational Approvals



robbinsfloor.com | 1.800.543.1913

Robbins, Inc. | 4777 Eastern Avenue | Cincinnati, OH 45226



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** December 10, 2024
FROM: Kimberly Thomas, Exec. Asst. to the City Manager
SUBJECT: 2025 Food Truck Friday Dates

BACKGROUND

As the popularity of Food Truck Friday grows, it becomes necessary to schedule the event further in advance to allow scheduling of vendors and musicians. All dates fall on the first Friday of their respective month. The following dates are proposed for Food Truck Friday in 2025:

March 7

April 4

May 2

June 6

July 4

August 1

September 5

October 3

November 7

FISCAL IMPACT

N/A

RECOMMENDATION

Approve the 2025 Food Truck Friday dates.

Green Cove Springs Citizens Advisory Committee

Item #10.

By-Laws Article I~ Name

The name of this group is the Green Cove Springs Citizens Advisory Committee ("GCSCAC"). GCSCAC is a complete volunteer committee of the City of Green Cove Springs Government. For future references to these By-Laws, the "GCSCAC" acronym can be shortened to "CAC".

Article II ~ Purpose

The CAC shall provide input and feedback on matters of public opinion regarding a variety of issues related to the operation of the City of Green Cove Springs Government. The input received may be factored into various decisions made by the City of Green Cove Springs Government.

Article III ~ Officers

The officers of the CAC shall be Chairperson, Vice-Chairperson and Secretary. The duties of each office are:

Chairperson~ To preside over all meetings of the CAC and to call special meetings as needed

Vice-Chairperson~ To perform the duties of the Chairperson in his or her absence.

Secretary~ To record meeting summaries, attendance, prepare required reports, notify members of dates and times of meetings and such other duties as required or directed by the Chairperson. Notices of meetings shall be emailed to the Staff Liaison and CAC members at least three (3) days in advance of each meeting of the CAC, including a meeting agenda.

Officers will be elected from the Committee at large at the normally scheduled monthly meeting in October of each year for a term of two (2) years. Their term begins the first meeting of November. No member shall serve in the same office more than two (2) consecutive terms without a majority vote of the current committee.

In the event the Chairperson is unable to serve their full term, the Vice-Chairperson shall, if accepted, fill the Chairperson's position for the remaining term or until the next scheduled election of officers. A new Vice-Chairperson will be elected from the committee at large and serve the remaining term or until the next scheduled election of officers.

If not accepted, a new Chairperson will be elected from the committee at large and serve the remaining term or until the next scheduled election of officers.

In the event the Vice-Chairperson and/or Secretary are unable to serve their full term, a new Vice-Chairperson and/or Secretary will be elected from the committee at large and serve the remaining term or until the next scheduled election of officers.

In the absence of the Chairperson and the Vice Chairperson, the Secretary shall preside over the meeting.

Article IV~ Duties of the Committee

Item #10.

1. Provide general citizen feedback, views, and recommendations to the Mayor, City Council and City Manager related to issues, proposals, concepts or Ordinances and any other feedback requests that may be presented to the Group or other topics the committee, by a majority CAC vote, decides to explore.
2. Review and participate in various work elements as well as future plans and initiatives to be presented for consideration.
3. Provide a methodology whereby actions and recommendations of the CAC can be conveyed to the general citizenry through identified methods.
4. Solicit ideas and input from the citizens of Green Cove Springs.
5. Participate in Community Outreach activities.
6. Meet with the Mayor, City Council or City Manager on an as-needed basis.
7. This is not a Policy Making committee, but an Advisory Committee. Feedback gathered may be used to develop ordinances, policies and directions of the City through the Mayor, City Council and City Manager.

Article V ~ Composition and Terms

CAC membership will be reviewed by the CAC on a quarterly schedule (January, April, July, October). Members will serve one two-year term before re-appointment; at which time a new oath will be signed. All terms will begin in the quarter immediately following the appointment date.

New CAC membership will be considered throughout the year and members will be voted on and appointed quarterly by the CAC

Membership on the Committee is limited to: (A) Residents of the City of Green Cove Springs; (B) Clay County residents who reside within one (1) mile of the existing city limits or utility service area of the City of Green Cove Springs; or, (C) Business owners, whose business is located within the city limits of the City of Green Cove Springs and who have a current business license issued by the City of Green Cove Springs; (D) Business owners, whose business is located within 1 mile of the existing city limits or utility service area of the City of Green Cove Springs.

Article VI~ Meeting

Regular meetings of the CAC shall be held on the 2nd Thursday of each month at 6:30 PM in the Green Cove Springs Police Department EOC. All meetings will be coordinated with the Staff Liaison. Regular meetings that fall on Holidays will be cancelled or rescheduled to an alternate Thursday and so noted on the CAC Meeting Calendar.

In order for business to be transacted or for a meeting to be considered official, at least one- third (1 /3) of the roster members of the CAC must be present.

Article VII~ Amendments to By-Laws

Item #10.

These By-laws are intended to serve as a guide for meeting procedures and minimum participation by members of the CAC. Members may recommend amendments of the By-laws in order to improve the Committee's overall performance. Notice of the intent to revise the By-laws must be given in the agenda that is distributed three (3) days prior to the meeting at which the amendment (s) shall be discussed. A vote of eighty (80%) percent of the members present shall be required for the recommended change to the By-laws to be valid. Amendments to the By-laws of the CAC must be ratified by the Mayor and Council of the City of Green Cove Springs.

Adopted this _____ day of _____, 2024



Charles Sohm, Chairman
Green Cove Springs Citizens Advisory Committee

Approved by the Mayor and City Council on _____

Steven R. Kelley, Mayor
City of Green Cove Springs

Erin West, City Clerk
City of Green Cove Springs

Any vote will be considered valid if a simple majority of at least one- third (1/3) of the roster members present vote in favor of a properly made and seconded motion from the membership.

Item #10.

Any CAC member who is absent without excuse for two (2) consecutive meetings, may be removed from membership by simple majority vote of the CAC. Excused notices must be provided to the Chairman, Secretary, or Staff Liaison.

All meetings will be governed by the current edition of Robert's Rules of Order. All meetings will follow the agenda format below:

AGENDA

Call to Order

Chairman to call on members of the audience wishing to address the Committee on matters not on the agenda.

Approval of Minutes

New Business

Old Business

Adjournment



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** December 10, 2024

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of the Sawcross (Tender Contractor) Pay Request #7, in the amount of \$237,975.00, and authorization for the mayor to execute Disbursement Request # 23 (to follow), for construction of the Harbor Road Advanced Wastewater Treatment Facility (HRAWWTF), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.

BACKGROUND

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

Excerpt from the June 7, 2016 Staff Report

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On February 16, 2021 Council approved the Engineers Recommendation of Award to Williams Industrial Services, LLC.

On March 16, 2021, Council approved and executed the contract between the city and Williams Industrial.

On July 19, 2023, Williams Industrial abandoned the site and filed bankruptcy. Since that time staff have been working with the Surety (performance bond insurance company) to replace Williams Industrial with a substitute contractor to finish construction.

The Surety, in cooperation with city staff, has selected Sawcross Inc. as the completion contractor (referred to in legal documents as the Tender Contractor). The City and Sawcross now have the standard Owner / Contractor relationship and Sawcross is completing the construction of the facility.

The following items have been received.

- Fully Executed Tender & Release Agreement
- Performance and Payment Bond from Sawcross to the City
- Executed Debarment Form from Sawcross to the City.

Due to the bankruptcy of Williams Industrial, and the subsequent hiring of Sawcross as the Tender Contractor, the cost to complete the plant rose from \$2,640,255.19 to \$4,713,219.00. The surety paid the city \$2,072,963.81 over and above the original contract price.

The remaining \$92,245.51 of grant funds provided by the St. Johns River Water Management District (SJRWMD) were expended with Tender Contractors Pay Request #6.

Soon to follow will be Disbursement Request #23 for the mayors execution.

FISCAL IMPACT

\$273,975.00.00 from the Wastewater CIP Budget

RECOMMENDATION

Approve Sawcross (Tender Contractor) Pay Request #7, in the amount of \$237,975.00, and authorize the mayor to execute the subsequent Disbursement Request # 23



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

Item #11.
35 Years
1989-2024
ENGINEERING
EXCELLENCE

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

November 22, 2024

VIA EMAIL

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

RE: Tender Contractor's Pay Request No. 7
DEP SRF Harbor Road WRF Expansion, Ph. 2
SRF Agreement No. WW100420
City of Green Cove Springs, Florida
Mittauer & Associates, Inc. Project No. 8905-56-1

Dear Mr. Schultz:

We have reviewed Pay Request No. 7 from Sawcross, Inc. 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 \$237,975.00 and should be paid with SRF funds.

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: Sawcross, Inc.

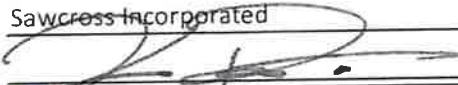
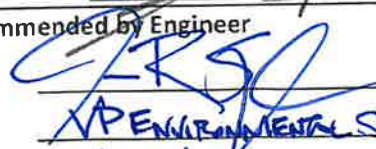
#2406

RECEIVED

NOV 21 2024

Item #11.

Contractor's Application for Payment

Owner:	City of Green Cove Springs	Owner's Project No.:	
Engineer:	Mittauer & Associates	Engineer's Project No.:	8905-56-1
Contractor:	Sawcross, Inc	Contractor's Project No.:	2406
Project:	DEP SRF Harbor Road WRF Expansion Ph. 2		
Contract:			
Application No.:	7	Application Date:	11/30/2024
Application Period:	From 11/1/2024	to	11/30/2024
1. Original Contract Price		\$	4,713,219.00
2. Net change by Change Orders		\$	-
3. Current Contract Price (Line 1 + Line 2)		\$	4,713,219.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$	3,086,500.00
5. Retainage			
a. 5% X \$ 3,086,500.00 Work Completed =		\$	154,325.00
b. 5% X \$ - Stored Materials =		\$	-
c. Total Retainage (Line 5.a + Line 5.b)		\$	154,325.00
6. Amount eligible to date (Line 4 - Line 5.c)		\$	2,932,175.00
7. Less previous payments (Line 6 from prior application)		\$	2,694,200.00
8. Amount due this application		\$	237,975.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		\$	1,781,044.00
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.			
Contractor: Sawcross Incorporated			
Signature: 		Date: 11/30/2024	
Recommended by Engineer		Approved by Owner	
By: 		By: _____	
Title: VP ENVIRONMENTAL SERVICES		Title: _____	
Date: 11/22/24		Date: _____	
Approved by Funding Agency			
By: _____		By: _____	
Title: _____		Title: _____	
Date: _____		Date: _____	

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Green Cove Springs					Owner's Project No.:			
Engineer:	Mittauer & Associates					Engineer's Project No.:	8905-56-1		
Contractor:	Sawcross, Inc					Contractor's Project No.:	2406		
Project:	DEP SRF Harbor Road WRF Expansion Ph. 2								
Contract:									

Application No.:	7	Application Period:	From	11/01/24	to	11/30/24	Application Date:	11/30/24
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A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E)	Work Completed and Materials Stored to Date (D + E + F)	% of Scheduled Value (G / C)	Balance to Finish (C - G)	
			(D + E) From Previous Application (\$)	This Period (\$)					
Original Contract									
	General Conditions	1,250,000.00	590,000.00		175,000.00		765,000.00	61%	485,000.00
	Payment & Performance Bonds	60,000.00	60,000.00		-		60,000.00	100%	-
	Project Documentation	2,000.00					-	0%	2,000.00
	Survey and As Built Drawings	15,000.00	2,500.00		-		2,500.00	17%	12,500.00
	Sitework	500,000.00					-	0%	500,000.00
	Asphalt Paving	400,000.00					-	0%	400,000.00
	Chain Link Fencing	100,000.00	90,000.00		-		90,000.00	90%	10,000.00
	Concrete	100,000.00	90,000.00	3,500.00			93,500.00	94%	6,500.00
	Miscellaneous Metals	150,000.00	120,000.00		-		120,000.00	80%	30,000.00
	Protective Coatings	150,000.00	140,000.00		-		140,000.00	93%	10,000.00
	Miscellaneous Specialties	25,000.00	5,000.00		-		5,000.00	20%	20,000.00
	Security System	65,000.00	25,000.00		-		25,000.00	38%	40,000.00
	Vertical Turbine Pumps	30,000.00	30,000.00		-		30,000.00	100%	-
	Secondary Clarifier Equipment	500,000.00	500,000.00		-		500,000.00	100%	-
	RAS/WAS Pumps	10,000.00	10,000.00		-		10,000.00	100%	-
	In-Plant Pump Station	10,000.00	2,500.00	4,500.00			7,000.00	70%	3,000.00
	Chemical Feed System	10,000.00	7,500.00	1,500.00			9,000.00	90%	1,000.00
	Disc Filter System	25,000.00	12,500.00	12,500.00			25,000.00	100%	-
	Sample Pumps	15,000.00	15,000.00		-		15,000.00	100%	-
	Floating Surface Aerator	20,000.00					-	0%	20,000.00
	Refrigerated Samplers	10,000.00					-	0%	10,000.00
	Influent Structure Davit Crane	20,000.00	20,000.00		-		20,000.00	100%	-
	Screening Dumpsters	10,000.00	10,000.00		-		10,000.00	100%	-
	Fiberglass Ladders	5,000.00	5,000.00		-		5,000.00	100%	-
	Eyewash Station	5,000.00	5,000.00		-		5,000.00	100%	-
	Pre-Engineered Metal Building System	80,000.00	80,000.00		-		80,000.00	100%	-
	Prestressed Concrete Tanks	130,000.00	130,000.00		-		130,000.00	100%	-
	Precast Concrete Buildings	5,000.00		3,000.00			3,000.00	60%	2,000.00
	Pipe, Valves and Fittings	151,219.00	101,000.00	30,000.00			131,000.00	87%	20,219.00
	Chemical Piping	180,000.00	165,000.00	7,500.00			172,500.00	96%	7,500.00
	Plumbing	20,000.00		5,000.00			5,000.00	25%	15,000.00
	Electrical	350,000.00	330,000.00	8,000.00			338,000.00	97%	12,000.00
	Instrumentation	60,000.00	40,000.00		-		40,000.00	67%	20,000.00
	Disk Filter - Spares/Media/CP	65,000.00	65,000.00		-		65,000.00	100%	-

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Green Cove Springs					Owner's Project No.:			
Engineer:	Mittaur & Associates					Engineer's Project No.:	8905-56-1		
Contractor:	Sawcross, Inc					Contractor's Project No.:	2406		
Project:	DEP SRF Harbor Road WRF Expansion Ph. 2								
Contract:									
Application No.:	7	Application Period:	From	11/01/24	to	11/30/24	Application Date:	11/30/24	
A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
	Oxidation Ditch - Equipment Rebuild	105,000.00	105,000.00	-		105,000.00	100%	-	
	Mechanical Screen - Equipment Rebuild	80,000.00	80,000.00	-		80,000.00	100%	-	
Original Contract Totals		\$ 4,713,219.00	\$ 2,836,000.00	\$ 250,500.00	\$ -	\$ 3,086,500.00	65%	\$ 1,626,719.00	

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Progress Estimate - Lump Sum Work								
Owner:	City of Green Cove Springs						Owner's Project No.:	
Engineer:	Mittauer & Associates						Engineer's Project No.:	8905-56-1
Contractor:	Sawcross, Inc.						Contractor's Project No.:	2406
Project:	DEP SRF Harbor Road WRF Expansion Ph. 2							
Contract:								
Application No.:	7	Application Period:	From	11/01/24	to	11/30/24	Application Date:	11/30/24
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
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Change Order Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders								
Project Totals	\$ 4,713,219.00	\$ 2,836,000.00	\$ 250,500.00	\$ -	\$ 3,086,500.00	65%	\$ 1,626,719.00	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Green Cove Springs
Engineer:	Mittauer & Associates
Contractor:	Sawcross, Inc
Project:	DEP SRF Harbor Road WRF Expansion Ph. 2
Contract:	

Owner's Project No.:	
Engineer's Project No.:	8905-56-1
Contractor's Project No.:	2406

Application No.: 7 Application Period: From 11/01/24 to 11/30/24 Application Date: 11/30/24

Application Item											
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

[illegible]

Stored Materials Summary

Contractor's Application for Payment

[illegible]



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** December 10 ,2024

FROM: Greg Bauer, Assistant Public Works Director

SUBJECT: City Council Approve Pay Application #8 for the West Street CDBG Stormwater Improvements and Highland Sidewalk Improvements to Besch and Smith in the amount of \$220,407.83.

BACKGROUND

This project award incorporates two sections of the 2020 CDBG-NR grant that the City received in 2021. This project will construct the sidewalk portion as well as the stormwater portion of the grant project, with the CDBG grant funding \$600,000 of the work.

The city received two bids on this project. Besch and Smith submitted a bid of \$4,963,773.23 and CGC submitted a bid of \$9,111,431.00. The Besch and Smith bid is approximately \$2,000,000 over budget. Staff met with Besch and Smith and identified \$263,413.53 in value engineering opportunities as well as at least \$334,400.50 in direct purchasing opportunities, which will result in approximately \$23,000 in tax savings by the City purchasing the materials directly.

The recommended award amount of \$4,700,359.70 includes the reduction of \$263,413.53 in value engineering items for the stormwater portion of the project. The direct purchase items will be removed from the contract by change order once awarded to realize the tax savings to be applied to the stormwater portion of the project as well. Staff recommends award of the project to Besch and Smith in the amount of \$4,700,359.70.

FISCAL IMPACT

As presented, the sidewalk portion of the project is \$670,223.49. This item is not specifically included in the FY 2024 approved budget; rather it was not completed in FY 2023. This portion of the contract will be funded by:

- \$267,000 in CDBG grant funds, and
- \$403,223.49 in funds re-allocated from the "Dirt Road Paving Program" line item upon Council approval.
 - As discussed during the budget process this year, the City does not intend to use dirt road funding to pave dirt roads.

The stormwater portion of the project represents the remaining \$4,030,136.21. This portion of the project will be funded by:

- \$1,000,000 of unexpended funds from the FY 2023 CIP budget for this project,
- \$333,000 in CDBG grant funds,
- \$1,176,936 in stormwater loan proceeds intended for this project, and

- \$1,520,200.21 in stormwater loan proceeds intended for the Oakridge and Highland project upon Council approval.

This stormwater funding plan along with the incorporation of the \$8,500,000 loan and additional loan-funded projects will be presented to Council at a future meeting in a formal budget amendment.

Original contract price- \$4,030,136.21

Remaining contract amount- \$379,499.81.

Please note for record keeping purposes pay application #1 was submitted in April with the amount of \$0.00 requested. The contractor began construction on the sidewalk portion of the project during this time period.

RECOMMENDATION

Approve Pay Application #8 for the West Street CDBG Stormwater Improvements and Highland Sidewalk Improvements to Besch and Smith in the amount of \$220,407.83.

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF TWO

Item #12.

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

PROJECT: West Street Drainage & Highland Ave Sidewalk
West Street
Green Cove Springs, FL 32043

APPLICATION NO. 8

PERIOD TO: 11/30/24

Distribution to:

- ☐ OWNER
☐ ENGINEER
☐ CONTRACTOR
☐ PROGRAM MNGR

CONTRACTOR: Besch and Smith Civil Group, Inc.
345 Cumberland Industrial Ct.
St Augustine, FL 32095
904-260-6393

Project # 2023-14

CONTRACT DATE: 4/11/2024

CONTRACT FOR: SITEWORK

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in		
Total		
Approved this Month		
Number	Date Approved	
1	6/25/2024	1,461.18
RCO#1	6/18/2024	23507.04
RCO#2		4226.82
TOTALS		\$29,195.04
Net change by Change Orders		\$0.00
		\$29,195.04

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payments has been completed in accordance with the Contract Documents, that the 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: Besch and Smith Civil Group, Inc.

By:



11/21/2024

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

1.	ORIGINAL CONTRACT SUM	\$	4,700,359.70
2.	Net Change by Change Orders	\$	29,195.04
3.	CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	4,729,554.74
4.	TOTAL COMPLETED & STORED TO DATE (Column L on G703)	\$	4,579,005.19
5.	RETAINAGE		
a.	5 % of Completed Work	\$	228,950.26
	(Column L on G703)		
b.	10 % of Stored Material	\$	0.00
	Total Retainage (Line 5a + 5b or (Total in Column L of G703)	\$	228,950.26
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	4,350,054.93
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	4,129,647.10
8.	CURRENT PAYMENT DUE	\$	220,407.83
9.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	379,499.81

State of Florida, *St Johns*
Subscribed and sworn to before me this date

Notary Public

My Commission Expires:

November 21, 2024
Tammy Manzy-Stewart
Notary Public, State of Florida
Commission Expires: 03/14/2026
Commission No. HH240430
3/14/2026

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 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 applied for)

\$220,407.83

OWNER:

By:

Date:

ENGINEER:

By:

Date:

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.

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF THREE

Item #12.

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

PROJECT: West Street Drainage
West Street
Green Cove Springs, FL 32043

APPLICATION NO. 8

PERIOD TO: 11/30/2024

Project # 2023-14

CONTRACT DATE: 4/11/2024

Distribution to:

- ☐ OWNER
☐ ENGINEER
☐ CONTRACTOR
☐ PROGRAM MNGR

CONTRACTOR: Besch and Smith Civil Group, Inc.
345 Cumberland Industrial Ct.
St Augustine, FL 32095
904-260-6393

CONTRACT FOR: SITEWORK

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in		
Total		
Approved this Month		
Number	Date Approved	
1	6/18/2024	23,507.04
2		4226.82
TOTALS		\$27,733.86
Net change by Change Orders		\$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 Payments has been completed in accordance with the Contract Documents, that the 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: Besch and Smith Civil Group, Inc.

By:

11/21/2024

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

1.	ORIGINAL CONTRACT SUM	\$	4,030,136.21
2.	Net Change by Change Orders	\$	27,733.86
3.	CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	4,057,870.07
4.	TOTAL COMPLETED & STORED TO DATE (Column L on G703)	\$	3,921,917.67
5.	RETAINAGE		
a.	5 % of Completed Work	\$	196,095.88
	(Column L on G703)		
b.	10 % of Stored Material	\$	0.00
	Total Retainage (Line 5a + 5b or (Total in Column L of G703)	\$	196,095.88
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	3,725,821.79
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	3,505,413.96
8.	CURRENT PAYMENT DUE	\$	220,407.83
9.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	332,048.28

State of Florida, *St Johns*

Subscribed and sworn to before me this date

Notary Public

My Commission Expires:

Tammy Manzy-Stewart

Notary Public, State of Florida
Commission Expires: 03/14/2026
Commission No. HH240430

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 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 applied for)

\$220,407.83

OWNER:

By:

Date:

ENGINEER:

By:

Date:

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.

CONTINUATION SHEET

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

APPLICATION NUMBER: 8
APPLICATION DATE: 11/25/2024
PERIOD TO: 11/30/2024

PROJECT NAME: West Street Drainage

ITEM NO.	DESCRIPTION OF WORK	C	D	E	F	G		H	I
		ORIGINAL SCHEDULED VALUE	FROM PREVIOUS APPLICATION VALUE	THIS PERIOD VALUE	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	GENERAL CONDITIONS- WEST ST DRAINAGE	\$659,888.90	\$ 589,413.22	\$ 42,365.00		\$631,778.22	95.74%	\$28,110.68	\$31,588.91
2	SILT FENCE	\$21,776.22	\$ 19,451.00	\$ 1,398.00		\$20,849.00	95.74%	\$927.22	\$1,042.45
3	INLET PROTECTION	\$8,745.22	\$ 7,811.00	\$ 561.44		\$8,372.44	95.74%	\$372.78	\$418.62
4	NPDES PERMIT AND MONITORING	\$6,756.62	\$ 6,035.00	\$ 434.00		\$6,469.00	95.74%	\$287.62	\$323.45
5	CLEARING GRUBBING AND STRIPPING	\$34,895.63	\$ 34,895.63			\$34,895.63	100.00%	\$0.00	\$1,744.78
6	HOLD POWER POLES	\$17,348.02	\$ 17,348.02			\$17,348.02	100.00%	\$0.00	\$867.40
7	SIDEWALK REMOVAL	\$14,221.69	\$ 14,221.69			\$14,221.69	100.00%	\$0.00	\$711.08
8	CURB REMOVAL	\$21,753.60	\$ 21,753.60			\$21,753.60	100.00%	\$0.00	\$1,087.68
9	ADJUST/RELOCATE WATER VALVES	\$17,563.32	\$ 17,563.32			\$17,563.32	100.00%	\$0.00	\$878.17
10	REMOVE 6" CONCRETE PAVING	\$2,882.88	\$ 2,882.88			\$2,882.88	100.00%	\$0.00	\$144.14
11	REMOVE EXIST. CL FENCE	\$2,607.60	\$ 2,607.60			\$2,607.60	100.00%	\$0.00	\$130.38
12	8" SEWER MAIN REMOVAL, 5.90LB/LF	\$3,644.40	\$ 3,644.40			\$3,644.40	100.00%	\$0.00	\$182.22
13	REMOVE WATERMAIN (8")	\$6,631.20	\$ 6,631.20			\$6,631.20	100.00%	\$0.00	\$331.56
14	REMOVE 18" CMP	\$49,271.82	\$ 49,271.82			\$49,271.82	100.00%	\$0.00	\$2,463.59
15	REMOVE 30" CMP	\$112,403.06	\$ 112,403.06			\$112,403.06	100.00%	\$0.00	\$5,620.15
16	REMOVE 36" CMP	\$59,455.03	\$ 59,455.03			\$59,455.03	100.00%	\$0.00	\$2,972.75
17	REMOVE 54" CMP	\$141,001.50	\$ 133,515.10	\$ 7,486.40		\$141,001.50	100.00%	\$0.00	\$7,050.08
18	REMOVE EXISTING PRECAST STRUCTURES (0/4)	\$7,551.48	\$ 7,551.48			\$7,551.48	100.00%	\$0.00	\$377.57
19	REMOVE EXISTING PRECAST STRUCTURES (4/6)	\$14,987.40	\$ 14,987.40			\$14,987.40	100.00%	\$0.00	\$749.37
20	REMOVE EXISTING PRECAST STRUCTURES (6/8)	\$19,482.82	\$ 19,482.82			\$19,482.82	100.00%	\$0.00	\$974.14
21	REMOVE EXISTING PRECAST STRUCTURES (8/10)	\$22,877.26	\$ 22,877.26			\$22,877.26	100.00%	\$0.00	\$1,143.86
22	REMOVE EXISTING PRECAST STRUCTURES (10/12)	\$16,426.65	\$ 16,426.65			\$16,426.65	100.00%	\$0.00	\$821.33
23	SAW CUT ASPHALT	\$6,531.32	\$ 9,855.49			\$6,531.32	100.00%	\$0.00	\$326.57
24	R AND R FENCE AT POND	\$4,003.39	\$ 6,531.32			\$4,003.39	100.00%	\$0.00	\$200.17
25	DEWATER FOR STORM INSTALLATION	\$129,501.73	\$ 122,000.00	\$ 7,501.73		\$129,501.73	100.00%	\$0.00	\$6,475.09
26	STRIP TOPSOIL (HAUL OFFSITE)	\$7,446.00	\$ 15,000.00			\$7,446.00	100.00%	\$0.00	\$372.30
27	BORROW FILL (TRUCK MEASURE) FILL FOR SIDEWALK REMOVAL	\$110,915.00	\$ 106,000.00	\$ 4,915.00		\$110,915.00	100.00%	\$0.00	\$5,545.75
28	REMOVAL AND REPLACEMENT OF UNSUITABLE SOILS IN PIPE TR	\$223,968.00	\$ 210,000.00	\$ 13,968.00		\$223,968.00	100.00%	\$0.00	\$11,198.40
29	SWALE GRADING	\$3,155.20	\$ 10,000.00			\$3,155.20	100.00%	\$0.00	\$157.76
30	ROUGH GRADING SITE	\$17,992.92	\$ 14,000.00	\$ 3,992.92		\$17,992.92	100.00%	\$0.00	\$899.65
31	FINE GRADING SITE (ROUGH GRADE MINUS CONCRETE AREA)	\$21,069.40	\$ 16,500.00	\$ 4,569.40		\$21,069.40	100.00%	\$0.00	\$1,053.47
32	FINE GRADING POND SLOPES	\$2,037.74				\$0.00	0.00%	\$2,037.74	\$0.00
33	CURB GRADING	\$9,081.60	\$ 7,500.00			\$7,500.00	82.58%	\$1,581.60	\$375.00
34	R&R 4' CHAINLINK FENCE	\$10,121.67				\$0.00	0.00%	\$10,121.67	\$0.00
35	8" DR-18 PIPE WATER	\$9,661.80	\$ 9,661.80			\$9,661.80	100.00%	\$0.00	\$483.09
36	CONNECT TO EXIST 8"	\$6,642.46	\$ 6,642.46			\$6,642.46	100.00%	\$0.00	\$332.12
37	8"SDR-26 6/8' GRAVITY SEWER	\$17,208.20		\$ 17,208.20		\$17,208.20	100.00%	\$0.00	\$860.41
38	CONNECT TO EXIST (SEWER)	\$20,122.80	\$ 15,000.00	\$ 5,122.80		\$20,122.80	100.00%	\$0.00	\$1,006.14
39	SEWER BYPASS PUMPING	\$28,863.63	\$ 28,863.63			\$28,863.63	100.00%	\$0.00	\$1,443.18
40	18" HDPE (0/6") DRAINAGE 7 RUNS	\$69,084.00	\$ 65,019.62	\$ 4,064.38		\$69,084.00	100.00%	\$0.00	\$3,454.20
41	18" HDPE (6/8") DRAINAGE 1 RUN	\$23,100.40	\$ 23,100.40			\$23,100.40	100.00%	\$0.00	\$1,155.02
42	30" HDPE 6/8 DRAINAGE 4 RUNS	\$317,842.20	\$ 317,842.20			\$317,842.20	100.00%	\$0.00	\$15,892.11
43	30" HDPE (8/10) DRAINAGE 2 RUNS	\$37,237.80	\$ 37,237.80			\$37,237.80	100.00%	\$0.00	\$1,861.89

44	36" HDPE (8/10) DRAINAGE 4 RUNS	\$159,984.00	\$ 159,984.00			\$159,984.00	100.00%	\$0.00	\$7,999.20
45	36" HDPE (10/12) DRAINAGE 2 RUNS	\$73,029.60	\$ 73,029.60			\$73,029.60	100.00%	\$0.00	\$3,651.48
46	48" HDPE (8/10) DRAINAGE 2 RUNS	\$147,984.20	\$ 135,000.00	\$ 12,984.20		\$147,984.20	100.00%	\$0.00	\$7,399.21
47	48" HDPE (10/12) DRAINAGE 6 RUNS	\$336,160.00	\$ 279,817.75	\$ 56,342.25		\$336,160.00	100.00%	\$0.00	\$16,808.00
48	48" HDPE (12/14) DRAINAGE 1 RUN	\$36,372.40	\$ 36,372.40			\$36,372.40	100.00%	\$0.00	\$1,818.62
49	CURB INLET (0/4') (WE-6,WE-16,WE-18)	\$38,370.54	\$ 38,370.54			\$38,370.54	100.00%	\$0.00	\$1,918.53
50	CURB INLET (4/6') (WE-10,WE-12,WE-14,WE-17)	\$52,199.04	\$ 52,199.04			\$52,199.04	100.00%	\$0.00	\$2,609.95
51	CURB INLET (6/8') (WE-4,WE-15,WE-19)	\$44,448.63	\$ 44,448.63			\$44,448.63	100.00%	\$0.00	\$2,222.43
52	CURB INLET (8/10') (WE-8,WE-11,WE-13)	\$56,870.25	\$ 56,870.25			\$56,870.25	100.00%	\$0.00	\$2,843.51
53	CURB INLET (10/12') (WE-5,WE-7,WE-9)	\$62,314.62	\$ 62,314.62			\$62,314.62	100.00%	\$0.00	\$3,115.73
54	CURB INLET (12/14') (WE-3)	\$20,149.20	\$ 20,149.20			\$20,149.20	100.00%	\$0.00	\$1,007.46
55	STORM MANHOLE (6/8') (D-7,D-8)	\$22,179.94	\$22,179.94			\$22,179.94	100.00%	\$0.00	\$1,109.00
56	STORM MANHOLE (8/10') (D-5,D-6,WE-59B,WE-61)	\$55,234.92	\$ 42,617.46	\$ 12,617.46		\$55,234.92	100.00%	\$0.00	\$2,761.75
57	STORM CONFLICT MANHOLE (8/10') (D-5A)	\$11,241.81	\$ 11,241.81			\$11,241.81	100.00%	\$0.00	\$562.09
58	STEEL CASING FOR CONFLICT STRUCTURE	\$12,264.05	\$12,264.05			\$12,264.05	100.00%	\$0.00	\$613.20
59	STORM MANHOLE (10/12') (D-2,D-3,D-4)	\$47,061.03	\$ 47,061.03			\$47,061.03	100.00%	\$0.00	\$2,353.05
60	48"POURED IN PLACE MES SUBCONTRACTOR (D-1)	\$8,241.19	\$ 4,000.00			\$4,000.00	48.54%	\$4,241.19	\$200.00
61	6" CONCRETE PAVING	\$10,276.06	\$ 2,000.00	\$ 4,000.00		\$6,000.00	58.39%	\$4,276.06	\$300.00
62	18" CITY STANDARD CURB (SUBCONTRACTOR)	\$64,574.40	\$ 52,000.00	\$ 12,574.40		\$64,574.40	100.00%	\$0.00	\$3,228.72
63	CONCRETE FLUMES	\$2,133.84				\$0.00	0.00%	\$2,133.84	\$0.00
64	4" CONCRETE SIDEWALK (SUBCONTRACTOR)	\$88,098.21	\$ 79,000.00	\$ 9,098.21		\$88,098.21	100.00%	\$0.00	\$4,404.91
65	CONCRETE SIDEWALK RAMPS (SUBCONTRACTOR)	\$11,754.45	\$ 8,000.00	\$ 3,754.45		\$11,754.45	100.00%	\$0.00	\$587.72
66	TEMP ASPHALT	\$153,201.88	\$ 153,201.88			\$153,201.88	100.00%	\$0.00	\$7,660.09
67	LIMEROCK & SUBGRADE RESTORATION	\$297,497.72	\$ 255,000.00	\$ 15,000.00		\$270,000.00	90.76%	\$27,497.72	\$13,500.00
68	1.5" S-III ASPHALT PAVING (SP-9.5)	\$120,417.50	\$ 60,000.00			\$60,000.00	49.83%	\$60,417.50	\$3,000.00
69	STRIPING & SIGNS	\$7,480.28				\$0.00	0.00%	\$7,480.28	\$0.00
70	SLAB SOD (BAHIA) SUB (FINE GRADE AREAS)	\$16,250.40	\$ 9,000.00			\$9,000.00	55.38%	\$7,250.40	\$450.00
71	CREDIT LAY DOWN AREA	(\$13,000.00)	\$ (10,517.00)	\$ (1,950.00)		(\$12,467.00)	95.90%	(\$533.00)	(\$623.35)
72	CREDIT QC MANUAL	(\$1,000.00)	\$ (1,000.00)			(\$1,000.00)	100.00%	\$0.00	(\$50.00)
73	CREDIT TELEVISING STORM PIPE	(\$30,000.00)	\$ (24,000.00)	\$ (6,000.00)		(\$30,000.00)	100.00%	\$0.00	(\$1,500.00)
74	CREDIT HOLDING OF POWER POLES	(\$17,348.02)	\$ (17,348.02)			(\$17,348.02)	100.00%	\$0.00	(\$867.40)
75	CREDIT SEWER BY-PASS	(\$28,863.63)	\$ (28,863.63)			(\$28,863.63)	100.00%	\$0.00	(\$1,443.18)
76	CREDIT TEMPORARY ASPHALT	(\$153,201.88)	\$ (153,201.88)			(\$153,201.88)	100.00%	\$0.00	(\$7,660.09)
77	CREDIT OF MATERIALS CONTINGENCY	(\$10,000.00)	\$ (10,000.00)			(\$10,000.00)	100.00%	\$0.00	(\$500.00)
78	CREDIT FOR DETOURS	(\$10,000.00)	\$ (10,000.00)			(\$10,000.00)	100.00%	\$0.00	(\$500.00)
79	RCO#1 Additional Storm Box	\$23,507.04	\$ 23,507.04			\$23,507.04	100.00%	\$0.00	\$1,175.35
80	RCO#2 Sewer Repair	\$4,226.82	\$ 4,226.82			\$4,226.82	100.00%	\$0.00	\$211.34
	TOTAL:	\$4,057,870.07	\$3,689,909.43	\$ 232,008.24	\$0.00	\$3,921,917.67	96.65%	\$156,203.30	\$195,083.34

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF TWO

Item #12.

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

PROJECT: Highlands Ave Sidewalk
West Street
Green Cove Springs, FL 32043

APPLICATION NO.8

PERIOD TO:11/30/24

Distribution to:

- ☐ OWNER
☐ ENGINEER
☐ CONTRACTOR
☐ PROGRAM MNGR

CONTRACTOR: Besch and Smith Civil Group, Inc.
345 Cumberland Industrial Ct.
St Augustine, FL 32095
904-260-6393

Project # 2023-14

CONTRACT DATE: 4/11/2024

CONTRACT FOR: SITEWORK

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in	ADDITIONS	DEDUCTIONS
Total	\$0.00	\$0.00
Approved this Month		
Number Date Approved		
1 6/25/2024	1,461.18	
TOTALS	\$1,461.18	\$0.00
Net change by Change Orders	\$0.00	\$1,461.18

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payments has been completed in accordance with the Contract Documents, that the 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: Besch and Smith Civil Group, Inc.

By:

Nicole Beal / President
11/21/2024

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

1. ORIGINAL CONTRACT SUM	\$	670,223.49
2. Net Change by Change Orders	\$	1,461.18
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	671,684.67
4. TOTAL COMPLETED & STORED TO DATE (Column I on G703)	\$	657,087.52
5. RETAINAGE		
a. 5 % of Completed Work	\$	32,854.38
(Column L on G703)		
b. 10 % of Stored Material	\$	0.00
Total Retainage (Line 5a + 5b or (Total in Column L of G703)	\$	32,854.38
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	624,233.14
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	624,233.14
8. CURRENT PAYMENT DUE	\$	0.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	47,451.53

State of Florida, *St Johns*

Subscribed and sworn to before me this date

Tammy Manzy-Stewart

Notary Public

My Commission Expires:

November 21, 2024
Notary Public, State of Florida
Commission Expires: 03/14/2026
Commission No. HH240430
3/14/2026

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 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 applied for)

\$0.00

OWNER:

By:

Date:

ENGINEER:

By:

Date:

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.

CONTINUATION SHEET

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

APPLICATION NUMBER: 8

APPLICATION DATE: 11/25/2024

PERIOD TO: 11/30/2024

PROJECT NAME: Highlands Ave Sidewalk

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	FROM PREVIOUS APPLICATION VALUE	THIS PERIOD VALUE	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	GENERAL CONDITIONS HIGHLANDS AVE SIDEWALKS	\$120,173.46	\$ 115,223.16			\$115,223.16	95.88%	\$4,950.30	\$5,761.16
2	SILT FENCE	\$30,756.17	\$ 30,756.17			\$30,756.17	100.00%	\$0.00	\$1,537.81
3	INLET PROTECTION	\$12,353.02	\$ 12,353.02			\$12,353.02	100.00%	\$0.00	\$617.65
4	NPDES PERMIT AND MONITORING	\$9,546.48	\$ 9,069.23			\$9,069.23	95.00%	\$477.25	\$453.46
5	CLEARING GRUBBING AND STRIPPING	\$44,249.53	\$ 44,249.53			\$44,249.53	100.00%	\$0.00	\$2,212.48
6	SAW CUT CONCRETE	\$4,768.98	\$ 4,768.98			\$4,768.98	100.00%	\$0.00	\$238.45
7	SAW CUT ASPHALT	\$1,576.80	\$ 1,576.80			\$1,576.80	100.00%	\$0.00	\$78.84
8	REMOVE EXISTING PLANTERS	\$2,431.22	\$ 2,431.22			\$2,431.22	100.00%	\$0.00	\$121.56
9	SIDEWALK REMOVAL INCLUDES FLUMES	\$1,523.34	\$ 1,523.34			\$1,523.34	100.00%	\$0.00	\$76.17
10	REMOVE ASPHALT (ROADWAY)	\$1,233.54	\$ 1,233.54			\$1,233.54	100.00%	\$0.00	\$61.68
11	REMOVE 6" CONCRETE PAVING	\$4,811.94	\$ 4,811.94			\$4,811.94	100.00%	\$0.00	\$240.60
12	CURB REMOVAL	\$1,875.65	\$ 1,875.65			\$1,875.65	100.00%	\$0.00	\$93.78
13	REMOVE & REPLACE DOT MAILBOX	\$12,394.89	\$ 12,394.89			\$12,394.89	100.00%	\$0.00	\$619.74
14	RELOCATE EXISTING FIRE HYDRANT	\$21,411.45	\$ 21,411.45			\$21,411.45	100.00%	\$0.00	\$1,070.57
15	RELOCATE EXISTING SIGNS	\$2,100.14	\$ 2,100.14			\$2,100.14	100.00%	\$0.00	\$105.01
16	ADJUST WATER METER BOX	\$3,466.92	\$ 3,466.92			\$3,466.92	100.00%	\$0.00	\$173.35
17	ADJUST AT&T HAND BOX	\$3,150.27	\$ 3,150.27			\$3,150.27	100.00%	\$0.00	\$157.51
18	STRIP TOPSOIL (HAUL OFFSITE)	\$15,543.00	\$ 15,543.00			\$15,543.00	100.00%	\$0.00	\$777.15
19	BORROW FILL (TRUCK MEASURE)	\$22,618.08	\$ 22,618.08			\$22,618.08	100.00%	\$0.00	\$1,130.90
20	ROUGH GRADING SITE	\$9,355.50	\$ 9,355.50			\$9,355.50	100.00%	\$0.00	\$467.78
21	FINE GRADING SITE (ROUGH GRADE MINUS CONCRETE AREAS)	\$16,582.72	\$ 12,000.00			\$12,000.00	72.36%	\$4,582.72	\$600.00
22	6" CONCRETE PAVING	\$50,004.27	\$ 50,004.27			\$50,004.27	100.00%	\$0.00	\$2,500.21
23	TURNDOWN SIDEWALK (SUBCONTRACTOR)	\$5,802.06	\$ 5,802.06			\$5,802.06	100.00%	\$0.00	\$290.10
24	4" CONCRETE SIDEWALK (SUBCONTRACTOR)	\$163,465.20	\$ 163,465.20			\$163,465.20	100.00%	\$0.00	\$8,173.26
25	CONCRETE SIDEWALK RAMPS (SUBCONTRACTOR)	\$25,769.92	\$ 25,769.92			\$25,769.92	100.00%	\$0.00	\$1,288.50
26	18" CITY STANDARD CURB (SUBCONTRACTOR)	\$6,774.88	\$ 6,774.88			\$6,774.88	100.00%	\$0.00	\$338.74
27	SLAB SOD (BAHIA) SUB (FINE GRADE AREAS)	\$14,586.88	\$10,000.00			\$10,000.00	68.55%	\$4,586.88	\$500.00
28	HYDROBLAST EXISTING STOP BARS AND CROSSWALKS	\$600.51	\$ 600.51			\$600.51	100.00%	\$0.00	\$30.03
29	NEW STRIPING STOP BARS AND CROSSWALKS	\$13,042.52	\$ 13,042.52			\$13,042.52	100.00%	\$0.00	\$652.13
30	NEW SIGNAGE INCLUDING SOLAR POWERED SIGN	\$25,354.79	\$ 25,354.79			\$25,354.79	100.00%	\$0.00	\$1,267.74
31	HANDRAIL	\$22,899.36	\$ 22,899.36			\$22,899.36	100.00%	\$0.00	\$1,144.97
32	CO#1	\$1,461.18	\$ 1,461.18			\$1,461.18	100.00%	\$0.00	\$73.06
	TOTAL:	\$671,684.67	\$657,087.52	\$ -	\$0.00	\$657,087.52	97.83%	\$14,597.15	\$32,854.38

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, SEPTEMBER 03, 2024 – 7:00 PM



MINUTES

Invocation & Pledge of Allegiance to the Flag - **Pastor Brown, Harbor Road Ministries**

Roll Call

COUNCIL MEMBERS PRESENT: Mayor Steven Kelley, Vice Mayor Thomas Smith, Council Member Connie Butler, Council Member Ed Gaw (via Teams), Council Member Matt Johnson

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

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

1. Joe Sobotta 212 North St. GCS speaks to the Council about city business.
2. Mike Kelter 630 Myrtle Ave. GCS asks the Council to look at postponing items 3 and 4 until a later meeting due to the amount of public present to speak on the millage, budget, and rate increases.
3. Susan Pasquale 1724 Colonial Drive GCS speaks to the Council about the city celebrating Caeleb Dressel.
Executive Assistant / Events Coordinator Kimberly Thomas updates the Council and advises she has been in contact with Caeleb and is working on getting something set but it does take some coordination due to his schedule.
4. Felicia Hampshire 508 Franklin St. GCS updates the Council on the Soul Food Festival and thanks the Public Works Department for the lights at the ball field.

AWARDS & RECOGNITION

1. Proclamation: Lineman Appreciation Day
This item was tabled to the October 1, 2024 meeting.

PRESENTATIONS

2. FMPA - September 2024 **Bob Page**
Mr. Page presents the September report.

PUBLIC HEARINGS

3. Second and final reading of Ordinance No. O-17-2024 requesting a modification to the Rookery Planned Unit Development (PUD) regarding the percentages, types and design criteria of proposed housing units. **Michael Daniels**
Motion to move Public Hearing item #3 and #4 to the October 1, 2024 meeting.
Motion made by Vice Mayor Smith, Seconded by Council Member Butler.
Voting Yea: Mayor Kelley, Vice Mayor Smith, Council Member Butler, Council Member Gaw, Council Member Johnson

4. Second and final reading of Ordinance No. O-16-2024 - Request for rezoning of 24.22 acres of property located in the 4000 block of South US 17:
From: MUH, Mixed Use Highway To: C-2, General Commercial **Michael Daniels**
Motion to move Public Hearing item #3 and #4 to the October 1, 2024 meeting.
Motion made by Vice Mayor Smith, Seconded by Council Member Butler.
Voting Yea: Mayor Kelley, Vice Mayor Smith, Council Member Butler, Council Member Gaw, Council Member Johnson
5. Second and final Reading of Ordinance No. O-19-2024, requesting for closure of transportation connection between Grove Street and St Johns Avenue. **Michael Daniels**
City Attorney Arnold reads Ordinance No. O-19-2024 by title.
Development Services Director Michael Daniels presents the ordinance.
Mayor Kelley opens the public hearing.
James Whitehouse with St. Johns Law Group, St. Augustine speaks to the Council concerning the ordinance.
The following individuals spoke to the Council concerning the closure of Grove Street:
Richard Ott 1110 St. Johns Ave. GCS
Doris Wager 1106 St. Johns Ave. GCS
David Harsey 1104 St. Johns Ave. GCS
Robert Beauregard 1008 St. Johns Ave. GCS
Following no further comments, Mayor Kelley closes the public hearing.
Council discussion followed concerning the street closure.
Christian Pope the pastor at Springs Chapel speaks to the Council concerning the road closure.

Motion to pause on closing the road until we can identify a proper solution until the October 1, 2024 meeting and remove the road barrier.
Motion made by Vice Mayor Smith, Seconded by Council Member Butler.
Voting Yea: Mayor Kelley, Vice Mayor Smith, Council Member Butler, Council Member Johnson
Voting Nay: Council Member Gaw
6. Public Hearing and approval of Final Assessment Resolution No. R-17-2024, a Resolution relating to reimposition of Solid Waste Service Assessments in the Magnolia West Assessment Area, Approving the Solid Waste Roll; and Confirming the Initial Assessment Resolution. **L.J. Arnold, III**
City Attorney Arnold speaks on the resolution.
Assistant City Manager Mike Null presents Resolution No. R-17-2024
Mayor Kelley opens the public hearing.
Following no comment, Mayor Kelley closes the public hearing.

Motion to approve Resolution No. R-17-2024, a Resolution which authorizes the City to collect Solid Waste Assessments within the Magnolia West Subdivision.
Motion made by Council Member Butler, Seconded by Vice Mayor Smith.
Voting Yea: Mayor Kelley, Vice Mayor Smith, Council Member Butler, Council Member Gaw, Council Member Johnson
7. Public Hearing and approval of Final Assessment Resolution No. R-18-2024. A Resolution relating to the reimposition of Stormwater Management Service Assessments against real

property within the City of Green Cove Springs; Approving the Stormwater Assessment Roll; and Confirming the Initial Assessment Resolution. **L.J. Arnold III**

City Attorney Arnold speaks on the resolution.

Assistant City Manager Mike Null presents Resolution No. R-18-2024.

Mayor Kelley opens the public hearing.

The following individuals speak concerning the final assessment resolution and oppose:

Greg Will 218 Magnolia Ave. GCS

Keith Hoffses 307 Green St. GCS

Following no further comments, Mayor Kelley closes the public hearing.

Council discussion followed concerning the resolution.

Mayor Kelley reopens the public hearing.

The following individuals speak concerning the final assessment resolution and oppose:

Mike Kelter 630 Myrtle Ave. GCS

Chris Willis 630 N. Magnolia Ave. GCS

Krissy Weeks 515 Myrtle Ave. GCS

City Manager Steve Kennedy speaks concerning the resolution and upcoming items.

Following no further comments, Mayor Kelley closes the public hearing.

Motion to approve Resolution No. R-18-2024, a Resolution which authorizes the City to collect Stormwater Service Management Assessments within the entire City.

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

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

8. First Public Hearing and approval of Resolution No. R-19-2024 adopting the Tentative Millage Rate for Fiscal Year 2024/2025 and set September 17, 2024, at 7:00 p.m. as the final hearing date. **Sue Wang**

Finance Director Sue Wang presents on the millage rate.

Mayor Kelley opens the public hearing.

The following individuals speak concerning the tentative millage rate and oppose the increase:

Tonny Hayes 1241 Forbes St. GCS

Greg Will 218 N. Magnolia Ave. GCS

Josh Helmer 1917 Quaker Ridge Dr. GCS

John Whiteman 723 N. Magnolia Ave. GCS

Chris Willis 630 N. Magnolia Ave. GCS

Mike Kelter 630 Myrtle Ave. GCS

Krissy Weeks 515 Myrtle Ave. GCS

David Ford 3335 Shinnecock Ln. GCS

Susan Bonura 103 Park St. GCS

Abigail 1917 Quaker Ridge Dr. GCS

Dalton Nairne 3366 Turkey Creek GCS

Following no further comment, Mayor Kelley closes the public hearing.

Council discussion followed concerning the millage rate.

Motion to approve Resolution R-19-2024 and tentatively adopt the millage rate of 5.3 for FY 2024/2025 and set September 17, 2024, at 7:00 p.m. as the final public hearing on the millage rate.

Motion made by Council Member Johnson, Seconded by Vice Mayor Smith.

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

9. First Public Hearing on the Fiscal Year 2024/2025 Annual Operating Budget and approval of Resolution No. R-20-2024 adopting the Tentative Annual Operating Budget for Fiscal Year 2024/2025 and set September 17, 2024, at 7:00 p.m. as the final hearing date. ***Sue Wang*** Finance Director Sue Wang presents on the annual operating budget. Mayor Kelley opens the public hearing. The following individuals speak concerning the tentative annual operating budget and oppose the increase:
Susan Pritchett 218 Magnolia Ave. GCS
Mike Kelter 630 Myrtle Ave. GCS
Krissy Weeks 515 Myrtle Ave. GCS
Greg Will 218 N. Magnolia Ave. GCS
Chris Willis 630 N. Magnolia Ave. GCS
Following no further comment, Mayor Kelley closes the public hearing.

Motion to approve Resolution No. R-20-2024 and tentatively adopt the Annual Operating Budget for FY 2024/2025 and set September 17, 2024, at 7:00 p.m. as the final public hearing on the budget.

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

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

10. First Public Hearing on the Five-Year Capital Improvement Plan for Fiscal Year 2025/2029 and approval of Resolution No. R-21-2024 adopting the Tentative Capital Improvement Plan for Fiscal Year 2025/2029. ***Sue Wang*** Finance Director Sue Wang presents on the annual Capital Improvement Plan. Mayor Kelley opens the public hearing. The following individuals speak concerning the tentative Capital Improvement Plan:
Mike Kelter 630 Myrtle Ave. GCS
Greg Will 218 N. Magnolia Ave. GCS
Following no further comment, Mayor Kelley closes the public hearing. Council discussion followed concerning the CIP.

Motion to approve Five-Year Capital Improvement Plan for FY 2025/2029 and approve Resolution No. R-21-2024 adopting the tentative capital improvement plan for fiscal year 2025 through 2029.

Amended motion to add setting September 17, 2024 at 7:00 p.m. as the final public hearing on the Capital Improvement Plan.

Motion made by Council Member Butler, Seconded by Vice Mayor Smith.

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

11. First reading of Ordinance No. O-20-2024, amending City Code Chapter 90, Article III, Electric Utility. ***Mike Null***

City Attorney Arnold reads Ordinance No. O-20-2024 by title.

Assistant City Manager Mike Null presents the ordinance.

Mayor Kelley opens the public hearing.

City Clerk Erin West reads a letter from Haydn Cone who opposes the electric rate increase.

Joe Sobotta 212 North St. GCS comments on the electrical facility.

The following individuals speak concerning the electric rate increase and oppose the increase:

Susan Pritchett 218 Magnolia Ave. GCS

Darren Stutts 25 Palmetto Ave. GCS

James Pope 212 Walburg St. GCS

Krissy Weeks 515 Myrtle Ave. GCS

Dalton Nairne 3366 Turkey Creek GCS

Greg Will 218 N. Magnolia Ave. GCS

Following no further comments, Mayor Kelley closes the public hearing.

Motion to approve first reading of Ordinance No. O-20-2024 for form and legality, to amend City Code Chapter 90, Article III, Electric Utility, and set September 17, 2024 at 7:00 PM as the second and final reading.

Motion made by Council Member Johnson, Seconded by Council Member Gaw.

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

12. First reading of Ordinance No. O-21-2024 authorizing water rate changes for Fiscal Year 2025. **Mike Null**

City Attorney Arnold reads Ordinance No. O-21-2024 by title.

Assistant City Manager Mike Null presents the ordinance.

Assistant Water Utilities Director Scott Schultz speaks about impact fees, the process when someone proposes a new project, and wells.

Mayor Kelley opens the public hearing.

Mike Kelter 630 Myrtle Ave. GCS speaks concerning the fee increase.

Greg Will 218 N. Magnolia Ave. GCS speaks to the Council about impact fees.

Mr. Null advises the Rookery will be in CCUA area. The city will initially serve a few lots until CCUA builds their plant.

Following no further comments, Mayor Kelley closes the public hearing.

Motion to approve First Reading of Ordinance O-21-2024 authorizing water rate changes for Fiscal Year 2025 and set September 17, 2024 at 7:00 PM as the second and final reading.

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

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

13. First reading of Ordinance No. O-22-2024 authorizing wastewater rate changes for Fiscal Year 2025. **Mike Null**

City Attorney Arnold reads Ordinance No. O-22-2024 by title.

Assistant City Manager Mike Null presents the ordinance.

Mayor Kelley opens the public hearing.

Joan Dagle 621 St. John's Ave. GCS speaks concerning the rate increases, how wastewater consumption is calculated, and the BCPA adjustment for the electric rate.

Mike Rabin 2 Walburg St. GCS asks about the wastewater maximum cap amount.
Following no further comments, Mayor Kelley closes the public hearing.
Council showed appreciation to the individuals that showed up and voiced their concerns.

Motion to approve First Reading of Ordinance O-22-2024 authorizing wastewater rate changes for Fiscal Year 2025 and set September 17, 2024 at 7:00PM as the second and final reading.

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

14. First reading of Ordinance No. O-23-2024 which increases the City stormwater utility base charge from \$6.00 to \$7.00 per parcel per month for fiscal year 2025. **Mike Null**
City Attorney Arnold reads Ordinance No. O-23-2024 by title.
Assistant City Manager Mike Null presents the ordinance.
Mayor Kelley opens the public hearing.
The following individuals spoke on the stormwater utility and opposed the fee and increase:
Greg Will 218 N. Magnolia Ave. GCS
Mike Kelter 630 Myrtle Ave. GCS
Following no further comments, Mayor Kelley closes the public hearing.

Motion to approve Ordinance No. O-23-2024 as to form only on first reading and set September 17, 2024 at 7:00PM as the second and final reading.

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

15. First reading of Ordinance No. O-24-2024 authorizing reclaimed water (irrigation) rate changes for Fiscal Year 2025. **Mike Null**
City Attorney Arnold reads Ordinance No. O-24-2024 by title.
Assistant City Manager Mike Null presents the ordinance.
Mayor Kelley opens the public hearing.
Mike Kelter 630 Myrtle Ave. GCS speaks about reclaimed water utility.
Assistant Water Utilities Director Scott Schultz speaks reclaimed water and Senate Bill 64.
Greg Will 218 N. Magnolia Ave. GCS asks if the reclaimed water will be a mandatory connection?
Following no further comments, Mayor Kelley closes the public hearing.

Motion to approve First Reading of Ordinance O-24-2024 authorizing reclaimed water rate changes for Fiscal Year 2025 and set September 17, 2024 at 7:00PM as the second and final reading.

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

16. First reading of Ordinance No. O-25-2024 which amends the residential solid waste monthly rates for City provided services from \$19.95 to \$21.95 monthly and for governmental, industrial

commercial and the like noncontainerized services from \$27.04 to \$29.75 effective October 1, 2024. **Mike Null**

City Attorney Arnold reads Ordinance No. O-25-2024 by title.

Assistant City Manager Mike Null presents the ordinance.

Mayor Kelley opens the public hearing.

Joe Sobotta 212 North St. GCS questions if any of the city fees go to the county?

Mr. Null explains the line items on the tax bill.

Greg Will 218 N. Magnolia Ave. GCS asks about recycling.

Mr. Null explains the city is mirroring the county and will continue pick up unless things change, and the new truck won't be purchased until we know what is going to happen with recycling.

Mike Kelter 630 Myrtle Ave. GCS speaks about the recycling, and he believes Clay County is stopping the curbside sorting.

Susan Pritchard 218 Magnolia Ave. GCS asks to please let residents know about the recycling. Following no further comments, Mayor Kelley closes the public hearing.

Motion to approve Ordinance No. O-25-2024 as to form only on first reading and set September 17, 2024 at 7:00PM as the second and final reading.

Motion made by Council Member Butler, Seconded by Vice Mayor Smith.

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

17. Public Hearing to receive input on removal of playground covering and picnic facilities at Vera Francis Hall Park from CDBG Grant Contract # H2426. Mike Null

Assistant City Manager Mike Null advises the CDBG project that we have is a \$700,000 grant with \$640,000 in construction budget for three projects with two of those projects already underway: the stormwater piping on West Street and then the new sidewalks on Highland Avenue. A requirement to the grant is anything over \$5,000 must be publicly, competitively bid so in order to keep the project reasonable the third portion of the project includes improvements to Vera Francis Hall Park that includes a shade cover over the play area and picnic area. We would like to remove the park improvement service area number three from the contract.

Mayor Kelley opens the public hearing.

Following no comments, Mayor Kelley closes the public hearing.

Council discussion followed concerning the CDBG project.

Motion to approve staff sending an amendment request to Florida Commerce.

Motion made by Council Member Butler, Seconded by Vice Mayor Smith.

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

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.

Mayor Kelley advises item 18 will be tabled to a future meeting and pulled item 28.

Motion to approve Consent Agenda items 19 through 34 minus 28.

Motion made by Council Member Johnson, Seconded by Vice Mayor Smith.

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

18. City Council approval of CAC Revised By-Laws. **Kimberly Thomas**
Tabled to a future meeting
19. Approval of attached Engagement of Nabors, Giblin & Nickerson, P.A. (“NG&N”) to assist in possible collection and/or resolution of dispute with the Clay County School Board (“CCSB”) over their non-payment of stormwater usage fees exceeding \$200,000.00.
20. City Council ratification of funding in the amount of \$35,750.00 to Emerald Transformer for purchase of single-phase electric transformers. **Scott Schultz**
21. City Council approval for warehouse staff to purchase certain electric, water and wastewater materials which have long lead times and short availability timelines with executive staff approval and subsequent Council ratification. **Scott Schultz**
22. City Council approval for blanket purchase order funding (annual PO) for Fiscal Year 2025 to Gate Petroleum (city vehicle / equipment fuel) in the amount of \$200,000.00, Advanced Environmental Laboratories (water / wastewater lab services) in the amount of \$56,550.00 and Hawkins Inc. (water wastewater chemicals) in the amount of \$214,500.00. **Scott Schultz**
23. City Council approval for design services for stormwater upgrades on Walnut Street, North Highland and Vermont Street to Mittauer and Associates, Inc. in the amount of \$35,000.00. **Greg Bauer**
24. City Council Approve Pay Application #5 for the West Street CDBG Stormwater Improvements and Highland Sidewalk Improvements to Besch and Smith in the amount of \$967,600.38. **Greg Bauer**
25. City Council Approve Pay Application #5- Walnut Street Improvements, to provide roadway, utility, pedestrian and streetscape improvements on Walnut St from Palmetto Ave to the River in the amount of \$550,007.44 to CGC, Inc. **Greg Bauer**
26. City Council approval of Resolution No. R-15-2024, a Resolution authorizing a new FDOT Maintenance Agreement, Contract No. TBD, for the period of October 18, 2024 through October 17, 2027 in the amount of \$41,900.00 (annually) and authorizing the Mayor, City Clerk, and City Attorney to execute said Agreement. **Greg Bauer**
27. City Council approval of pay application #1 to Kirby Development, Inc. In the amount of \$123,926.79, for the Julia Street Stormwater Improvement Project. **Greg Bauer**
28. City Council approval of Preliminary Plat and Improvement Plan for the Graylon Oaks Residential Subdivision. **Michael Daniels**
Karl Leinheiser 1432 Green Cove Ave. GCS speaks to the Council concerning purchasing his home and now there is a development with a HOA going in behind his property.
Council discussion followed concerning housing in Green Cove Springs.

Motion to approve item 28.

Motion made by Vice Mayor Smith, Seconded by Council Member Butler.

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

29. City Council approval of the Final Plat for phase 1 of the Rookery Development for a portion of parcel #: 016515-008-00. **Michael Daniels**
30. City Council approval of the Sawcross (Tender Contractor) Pay Request #4, in the amount of \$381,425.00, for construction of the Harbor Road Advanced Wastewater Treatment Facility (HRAWWTF), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420. **Scott Schultz**
31. City Council approval of Minutes. **Erin West**
Regular Session: 7/16/2024
32. City Council ratification of funding in the amount of \$50,894.94 to Jax Utilities Management for installation of a sewer manhole to serve the future Clay County Habitat for Humanity development. **Mike Null**
33. City Council approval of Resolution No. R-22-2024 adopting the 2024/25 CRA Budget. **Michael Daniels**
34. City Council Approval of Resolution R-23-2024 and for Mayor to sign Amendment #1 to CDBG Contract H2426, extending the grant deadline from January 31, 2024 to January 31, 2025. **Mike Null**

COUNCIL BUSINESS

35. City Council approval of 3 additional appointments to the 2024 Charter Review Committee. **Erin West**
City Clerk Erin West advises the need of 3 more appointments to the CRC.
Council Member Butler appoints Paul Cobbert.
Council Member Gaw appoints Mitch Timberlake and Van Royal.
Motion to approve the 3 additional appointments to the CRC.
Motion made by Vice Mayor Smith, Seconded by Council Member Butler.
Voting Yea: Mayor Kelley, Vice Mayor Smith, Council Member Butler, Council Member Gaw, Council Member Johnson
36. City Manager & City Attorney Reports / Correspondence
The City Manager and City Attorney made comments regarding various city activities, events, operations, and projects.
37. City Council Reports / 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 on September 4, 2024 at 1:13 a.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

Attest:

Erin West, City Clerk

CITY OF GREEN COVE SPRINGS

CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, SEPTEMBER 17, 2024 – 7:00 PM



MINUTES

Invocation & Pledge of Allegiance to the Flag - **Pastor Robert Cook, Praise in the Park**

Roll Call

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

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

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

1. Pat Sickles Garlinghouse 3520 Gwinn St. GCS speaks to the Council about getting a MOU between the City and Clay County for a historical marker to be placed at the St. Mary's Church.
2. Felicia Hampshire 508 Franklin St. GCS updates the Council on the Soul Food Festival and speaks about the lights at the ball field.
3. Sandy Dunnivant 303 N Magnolia Ave. GCS speaks to the Council about the budget.
4. Mike Kelter 630 Myrtle Ave. GCS speaks to the Council about stormwater usage.
5. Susan Prtichett 215 Magnolia Ave. GCS speaks to the Council concerning the increases on the agenda.
6. Greg Will 218 N Magnolia Ave. GCS speaks to the Council about stormwater usage.
7. Chris Wills 630 N. Magnolia Ave. GCS speaks to the Council about the second component of the stormwater assessment being unfair.

PUBLIC HEARINGS

1. Second and Final Reading of Resolution No. R-24-2024, a Resolution in compliance with Florida Statute 200.065 establishing a Millage Rate of \$.3000 Per Thousand of Non-Exempt Real Property within the City of Green Cove Springs, Florida for Fiscal Year 2024/2025. **Sue Wang**

Finance Director Sue Wang presents on the millage rate.

Mayor Kelley opens the public hearing.

Tonny Hayes 1241 Forbes St. GCS speaks to the Council concerning his property and the charge being added to his empty piece of property.

Assistant City Manager Mike Null gives Mr. Hayes his card and asks him to contact him so they can look at the assessment and make the correction.

John Whiteman 723 N. Magnolia Ave. GCS speaks to the Council about the services he receives in living in the city limits and believes 5.3 millage is a bargain for the services received.

The following individuals spoke to the Council about the millage rate and opposed the increase:

Mike Kelter 630 Myrtle Ave. GCS

Greg Will 218 N. Magnolia Ave. GCS

Following no further comment, Mayor Kelley closes the public hearing.

Council discussion followed concerning the millage rate.

Motion to approve Resolution No. R-24-2024, a Resolution establishing the millage rate for Fiscal Year 2024/2025 at \$5.3000 per thousand which is an increase of 19.13% over the rolled-back rate of 4.4490.

Motion made by Council Member Johnson, Seconded by Vice Mayor Smith.

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

2. Second and Final Reading of Resolution No. R-25-2024, a Resolution setting forth the Annual Budget for Fiscal Year beginning October 1, 2024 and ending September 30, 2025. *Sue Wang* Finance Director Sue Wang presents on the annual operating budget.

Mayor Kelley opens the public hearing.

Glee Glisson 1087 Spring St. GCS asks for more information on the port issue.

The following individuals spoke to the Council about the annual budget rate and opposed the annual budget:

Mike Kelter 630 Myrtle Ave. GCS

Greg Will 218 N. Magnolia Ave. GCS

Krissy Weeks 515 Myrtle Ave. GCS

Following no further comment, Mayor Kelley closes the public hearing.

Council discussion followed concerning the operating budget.

City Manager Steve Kennedy speaks concerning the budget and personnel positions that were questioned.

Motion to approve Resolution No. R-25-2024, a Resolution setting forth the Annual Operating Budget for Fiscal Year beginning October 1, 2024 and ending September 30, 2025.

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

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

3. Second and Final Reading of Resolution No. R-26-2024, a Resolution setting forth the Annual Capital Improvement Plan for Fiscal Years beginning October 1, 2024, to September 30, 2029. *Sue Wang*

Finance Director Sue Wang presents on the annual Capital Improvement Plan.

Mayor Kelley opens the public hearing.

The following individuals spoke to the Council about the proposed Capital Improvement Plan:

Mike Kelter 630 Myrtle Ave. GCS

Greg Will 218 N. Magnolia Ave. GCS

Krissy Weeks 515 Myrtle Ave. GCS

Following no further comment, Mayor Kelley closes the public hearing.

Motion to approve Resolution No. R-26-2024, a Resolution setting forth the Annual Capital Improvement Plan for Fiscal Years beginning October 1, 2024 to September 30, 2029.

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

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

4. Second and Final Reading of Ordinance No. O-20-2024, amending City Code Chapter 90, Article III, Electric Utility. **Mike Null**

City Attorney Arnold reads Ordinance No. O-20-2024 by title.

Assistant City Manager Mike Null presents the ordinance.

Mayor Kelley opens the public hearing.

Stanley Forfa 1827 Shoal Creek Circle GCS speaks to the Council about the bulk power purchasing.

The following individuals spoke to the Council about the electric rates and opposed the increase:

Mike Kelter 630 Myrtle Ave. GCS

Greg Will 218 N. Magnolia Ave. GCS

Krissy Weeks 515 Myrtle Ave. GCS

Following no further comments, Mayor Kelley closes the public hearing.

Council discussion followed concerning the electric rates.

Motion to approve on second and final reading of Ordinance No. O-20-2024, to amend City Code Chapter 90, Article III, Electric Utility.

Motion made by Vice Mayor Smith, Seconded by Council Member Johnson.

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

5. Second and Final Reading of Ordinance O-21-2024 authorizing water rate changes for Fiscal Year 2025. **Mike Null**

City Attorney Arnold reads Ordinance No. O-21-2024 by title.

Assistant City Manager Mike Null presents the ordinance.

Mayor Kelley opens the public hearing.

Joe Sobotta 212 North St. GCS speaks about the growth.

The following individuals spoke to the Council about the water rates and opposed the increase:

Mike Kelter 630 Myrtle Ave. GCS

Greg Will 218 N. Magnolia Ave. GCS

Following no further comments, Mayor Kelley closes the public hearing.

Mr. Null updates the Council on the city serving the Rookery.

Council discussion followed concerning the water rates.

Motion to approve Ordinance O-21-2024 on Second and final Reading authorizing water rate changes for Fiscal Year 2025.

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

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

6. Second and Final Reading of Ordinance O-22-2024 authorizing wastewater rate changes for Fiscal Year 2025. **Mike Null**

City Attorney Arnold reads Ordinance No. O-22-2024 by title.

Assistant City Manager Mike Null presents the ordinance.

Mayor Kelley opens the public hearing.

The following individuals spoke to the Council about the wastewater rates and opposed the increase:

Mike Kelter 630 Myrtle Ave. GCS

Greg Will 218 N. Magnolia Ave. GCS

Following no further comments, Mayor Kelley closes the public hearing.

Motion to approve Ordinance O-22-2024 on Second and Final Reading authorizing wastewater rate changes for Fiscal Year 2025.

Motion made by Vice Mayor Smith, Seconded by Council Member Butler.

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

7. Second and Final Reading of Ordinance No. O-23-2024 which increases the base charge City stormwater utility for fiscal year 2025. **Mike Null**

City Attorney Arnold reads Ordinance No. O-23-2024 by title.

Assistant City Manager Mike Null presents the ordinance.

Mayor Kelley opens the public hearing.

Mike Kelter 630 Myrtle Ave. GCS speaks about he street sweeper.

Following no further comments, Mayor Kelley closes the public hearing.

Motion to approve Ordinance No. O-23-2024 on second and final reading.

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

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

8. Second and Final Reading of Ordinance O-24-2024 authorizing reclaimed water (irrigation) rate changes for Fiscal Year 2025. **Mike Null**

City Attorney Arnold reads Ordinance No. O-24-2024 by title.

Assistant City Manager Mike Null presents the ordinance.

Mayor Kelley opens the public hearing.

The following individuals spoke to the Council about reclaimed water:

Mike Kelter 630 Myrtle Ave. GCS

Susan Pritchett 215 Magnolia Ave. GCS

Assistant Water Utilities Director Scott Schultz speaks about reclaimed water and explains the reason why the city is doing reclaimed water.

Greg Will 218 N. Magnolia Ave. GCS

Joe Sobotta 212 North St. GCS

Following no further comments, Mayor Kelley closes the public hearing.

Mayor Kelley speaks about reclaimed water.

Motion to approve Ordinance O-24-2024 on second and Final Reading authorizing reclaimed water rate changes for Fiscal Year 2025.

Motion made by Vice Mayor Smith, Seconded by Council Member Johnson.

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

9. Second and Final Reading Ordinance O-25-2024 which amends the residential solid waste monthly rates for City provided services from \$19.95 to \$21.95 monthly and for governmental, industrial commercial and the like noncontainerized services from \$27.04 to \$29.75 effective October 1, 2024. **Mike Null**

City Attorney Arnold reads Ordinance No. O-25-2024 by title.

Assistant City Manager Mike Null presents the ordinance.

Mayor Kelley opens the public hearing.

Mike Kelter 630 Myrtle Ave. GCS speaks about solid waste.

Following no further comments, Mayor Kelley closes the public hearing.

Motion to approve second and final reading of Ordinance No. O-25-2024, which amends the residential solid waste monthly rates for City provided services from \$19.95 to \$21.95 monthly and for governmental, industrial commercial and the like noncontainerized services from \$27.04 to \$29.75 effective October 1, 2024.

Motion made by Vice Mayor Smith, Seconded by Council Member Butler.

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

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.

Mayor Kelley pulled item 20.

Motion to approve Consent Agenda items 10 through 19.

Motion made by Vice Mayor Smith, Seconded by Council Member Butler.

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

10. City Council approval of Minutes. *Erin West*
Special Session: 7/23/2024
11. City Council approval of the Soul Food Festival Proclamation *Erin West*
12. City Council approval of the Breast Cancer Month Proclamation. *Erin West*
13. City Council approval of the Florida City Government Week Proclamation. *Erin West*
14. City Council approval of Resolution No. R-27-2024 adopting the 2024/25 CRA Budget *Michael Daniels*
15. City Council approval of Disbursement Request #1 in the amount of \$66,500.00 for Mittauer & Associates for permitting and design services for the Magnolia Point Reclaimed Water System & Reynolds Water System Improvements. *Scott Schultz*
16. City Council approval of Change Order #1 to Sawcross in the additive amount of \$34,360.00 for modified concrete coating on the influent structure at the Harbor Road WWTF. *Scott Schultz*
17. City Council approval of the Annual Soul Food Festival *Michael Daniels*

18. City Council review and approval of Trunk or Treat Major Special Event and temporary street closure of Melrose Avenue sponsored by the Green Cove Springs Police Department. **Michael Daniels**
19. City Council approval of the Law Enforcement Mutual Aid Agreement with the Orange Park Police Department **Steve Kennedy**
20. City Council approval to purchase OpenGov Procurement software to manage the City's formal purchasing program and contract management in the amount of \$19,000 for Professional Deployment Services and \$13,828.58 for the first-year software subscription. **Mike Null**
City Attorney Arnold advises the agreement needs to mention Florida Statutes 768.28 and it just needs to be included in the motion.

Motion to approve Consent Agenda item 20 with the City Attorney making the necessary changes.

Motion made by Vice Mayor Smith, Seconded by Council Member Butler.

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

COUNCIL BUSINESS

21. City Manager & City Attorney Reports / Correspondence
The City Manager and City Attorney made comments regarding various city activities, events, operations, and projects.
22. City Council Reports / Correspondence
The City Council made comments regarding various city activities, events, operations, and projects.

Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 10:44 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

Attest:

Erin West, City Clerk

CITY OF GREEN COVE SPRINGS

CITY COUNCIL SPECIAL SESSION -

AMENDED AGENDA

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
THURSDAY, OCTOBER 31, 2024 – 4:30 PM



MINUTES

Invocation & Pledge of Allegiance to the Flag

Roll Call

COUNCIL MEMBERS PRESENT: Mayor Steven Kelley, Vice Mayor Thomas Smith, Council Member Ed Gaw, Council Member Matt Johnson

COUNCIL MEMBERS PRESENT: Council Member Connie Butler

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

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

COUNCIL BUSINESS

1. City Council Approval to issue a purchase order to Harbor Marine in the amount of \$31,278.00 to repair damage to the City Pier railing resulting from Hurricane Helene. **Mike Null**
Assistant City Manager Mike Null updates the Council on the pier and speaks about the repairs.

Motion to approve issuance a purchase order to Harbor Marine in the amount of \$31,278.00 to repair damage to the City Pier railing resulting from Hurricane Helene including staff comments concerning the bid process and a ratification of the method.

Motion made by Council Member Johnson, Seconded by Vice Mayor Smith.

Voting Yea: Mayor Kelley, Vice Mayor Smith, Council Member Gaw, Council Member Johnson

2. Bid 2024-04 for the River House Renovation **Michael Daniels**
Development Services Director Michael Daniels updates the Council on the Rivers House Renovation.
City Manager Steve Kennedy speaks about the project.

Motion to approve the change order request.

Motion made by Council Member Johnson, Seconded by Vice Mayor Smith.

Voting Yea: Mayor Kelley, Vice Mayor Smith, Council Member Gaw, Council Member Johnson

Mr. Kennedy speaks to the Council about legislative projects.

Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 4:57 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

Attest:

Erin West, City Clerk

Proclamation

WHEREAS, Reverend Martin Luther King, Jr. was a courageous man who changed our nation forever with his non-violent leadership, vision of equality for all, and desire to serve his fellow man; and

WHEREAS, Dr. King devoted his life to strengthening the content of our American character, asking us to live up to the principles upon which this country was founded, as stated in our Declaration of Independence “that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness.”; and

WHEREAS, Dr. King devoted his life so that the dignity of every American would be respected regardless of the color of their skin; and

WHEREAS, Dr. King went to our Nation’s Capital in the summer of 1963 and delivered his famous inspiring “I Have A Dream” speech which imprinted in our hearts and minds the message of hope, justice, an equality for all generations; and

WHEREAS, Dr. King would want us as Citizens of this United States of America to educate our youth on the importance of his sacrifice as well as people of all races that walked beside him for equal rights for all; and

WHEREAS, Dr. King espoused his desire to be remembered for his service and was quoted “that we will have to decide whether we will walk in the light of creative altruism or in the darkness of selfishness” and continued by asking “What are you doing for others?” based upon Bible scripture Mark 9:35 that states “whosoever will be great among you shall be your servant; and whosoever among will be first, shall be the servant of all”; and

WHEREAS, the City of Green Cove Springs would like to honor Reverend Martin Luther King, Jr. on his birthday, January 15, by remembering his leadership, courage, and dream for all.

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

Section 1. That all citizens of the City of Green Cove Springs are encouraged to honor Reverend Martin Luther King, Jr. by unselfishly giving their time to each other and their community on January 20, 2025.

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 BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 7TH DAY OF JANUARY, 2025.

CITY OF GREEN COVE SPRINGS, FLORIDA



Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

PROCLAMATION



ARBOR DAY FRIDAY, JANUARY 17, 2025



WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious top soil by wind and water, cut heating costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees are a source of joy and spiritual renewal; and

WHEREAS, Green Cove Springs has been recognized as a Tree City U.S.A. by the National Arbor Day Foundation and desires to continue its tree-planting ways.

NOW, THEREFORE, I, Steven R. Kelley, Mayor of the City of Green Cove Springs, Florida, do hereby proclaim Friday, January 17, 2025, as "ARBOR DAY" in Green Cove Springs, and I urge all citizens to support our City's community forestry program; and

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

DONE AND PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 7TH DAY OF JANUARY, 2025.

CITY OF GREEN COVE SPRINGS, FLORIDA



Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** December 10, 2024
FROM: Greg Bauer, Assistant Public Works Director
SUBJECT: City Council approval of pay application #4 to Kirby Development, Inc. In the amount of \$152,666.01, for the Julia Street Stormwater Improvement Project.

BACKGROUND

On the 12/19/23 Regular Session, The City Council passed Resolution No. R-26-2023, authorizing the City to borrow an amount not to exceed \$8,560,000.00 to finance the acquisition and construction of certain improvements to the City's Stormwater utility. The Julia Street Stormwater Improvement Project went through the formal bid process. Kirby Development, Inc. was the low bid.

The project consists of replacing approximately 1,200 linear feet (LF) of drainage pipe. Drainage pipe sizes range from 18" to 36". The drainage improvement project will consist of the installation of 6 inlets, manholes, and end walls. The project consists of curb and gutter, asphalt/roadway, sidewalk/driveway and riprap demolition and replacement.

On 8/6/24 City Council approved Change Order #1. Change order #1 was submitted to mitigate the conflict with the storm drainage system and the proximity of the electrical power poles. Change Order #1 includes moving the drainage system away from the poles with double inlet structures and changing the pipe material to Reinforced Concrete Pipe (RCP). The changes will allow for the electrical power poles to be safely held in place.

On 11/12/24 the City Council is presented with Change order #2. Change Order #2 includes the removal, replacement and re-mudding of three (3) sections reinforced concrete pipe (RCP), along with two riser sections and structure modifications needed from lowering of the pipe run between S-3 and S-4. Also included are two manhole conflict structures between structures S-5 and S-6. This includes the sewer removal and reconnection at these locations. Eight (8) contract days are requested due to Hurricanes Helene and Milton.

Pay application #1 is presented to Council for approval in the amount of \$123,926.79

Change order #1 was submitted in the amount of \$61,767.30.

Change order #2 was submitted in the amount of \$47,196.00

Original contract amount- \$1,239,910.03

New contract amount- \$1,348,873.33

Total contract remaining- \$421,345.62

FISCAL IMPACT

\$152,666.01 - Stormwater CIP.

RECOMMENDATION

Approval of pay application #4 to Kirby Development, Inc. In the amount of \$152,666.01, for the Julia Street Stormwater Improvement Project.

Cover Sheet

APPLICATION FOR PAYMENT NO. 4 (Four)

PROJECT Julia Street Stormwater Improvement Project CONTRACT NO. 2024-02 PURCHASE ORDER NO. 0

For Work accomplished through the date of December 3, 2024

A. Contract and Change Orders

1. Contract Amount	\$ 1,239,910.03
2. Executed Change Orders	\$ 61,767.30
3. Total Contract (1) + (2)	\$ 1,301,677.33

B. Work Accomplished

4. Work Performed on Contract Amount (1)	\$ 604,222.77
5. Work Performed on Change Orders (2)	
6. Materials Stored	
7. Total Completed & Stored (4) + (5) + (6)	\$ 604,222.77
8. Retainage 5% of Item (7), not to exceed 0% of Item (3)	\$ 30,211.14
9. Less Previous Payments Made (or) Invoiced	\$ 421,345.62
10. Payment Amount Due this Application (7) - (8) - (9)	\$ 152,666.01

CONTRACTOR'S CERTIFICATIONS

The undersigned CONTRACTOR certifies that: (1) all items and amounts shown are correct; (2) all Work performed and materials supplied fully comply with the terms and conditions of the Contract Documents; (3) all previous progress payments received from the Owner/County on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications of Payment; (4) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner/County at time of payment free and clear of all liens, claims, security interests and encumbrances.

Date December 3, 2024

Kirby Development, Inc

CONTRACTOR

By 

KIRBY DEVELOPMENT, INC

QUANTITIES FOR PARTIAL PAYMENT

(Attachment TO APPLICATION FOR PAYMENT)

PROJECT NAME: Julia Street Stormwater Improvement Project

CONTRACTOR: Kirby Development, Inc

ADDRESS: 108 Lee Road Jacksonville, Florida

PHONE NO: 904-821-5010

PAY REQUEST NO.: 4 (Four)

FROM: 11/7/2024 To: 12/3/2024

CONTRACT NO.: 2024-02

PURCHASE ORDER NO.: 0

Item No.	Bid No.	Description of Item	U/M	Qty Bid	Unit	PRIOR WORK COMPLETED		COMPLETED THIS PERIOD		TOTAL WORK COMPLETED	
						Prior Qty Installed	Prior Work Completed	Units Installed	Completed This Period	Total Units Installed	Total % Complete
1		Mobilization	LS	1	\$249,560.69	0.50	124,780.35	0.10	24,956.07	0.60	149,736.41
2		Maintenance of Traffic	LS	1	\$109,976.03	0.20	21,995.21	0.30	32,992.81	0.50	54,988.02
3		Sediment Barrier	LF	2409	\$3.29	0.00	0.00	0.00	0.00	0.00	0.00
4		Litter Removal	AC	2,915	\$2,477.76	0.36	891.99	0.20	495.55	0.56	1,387.55
5		Mowing	AC	2,915	\$2,151.36	0.00	0.00	0.00	0.00	0.00	0.00
6		Clearing and Grubbing	AC	1,046	\$59,380.96	0.40	23,752.38	0.30	17,814.29	0.70	41,566.67
7		Removal Of Existing Concrete	SY	729	\$41.26	150.00	6,189.00	200.00	8,252.00	350.00	14,441.00
8		Type B Stabilization	SY	3109	\$20.67	0.00	0.00	0.00	0.00	0.00	0.00
9		Reworking Lime Rock Base, 4" Limerock- New Material for Reworking Base	SY	363	\$51.40	0.00	0.00	0.00	0.00	0.00	0.00
10			CY	4	\$68.04	0.00	0.00	0.00	0.00	0.00	0.00
11		Optional Base Group 1 Milling Existing Asphalt Pavement, 2 1/2	SY	2454	\$28.71	0.00	0.00	0.00	0.00	0.00	0.00
12		Avg depth	SY	363	\$15.72	0.00	0.00	0.00	0.00	0.00	0.00
13		Superpave Asphalt Concrete, Traffic B	TN	202.4	\$204.80	0.00	0.00	0.00	0.00	0.00	0.00
14		Inlets, Curb Type J-5, <10'	EA	3	\$10,108.80	1.30	13,141.44	0.70	7,076.16	2.00	20,217.60
15		Inlets, Curb Type J-6, <10'	EA	1	\$14,304.40	1.00	14,304.40	0.00	0.00	1.00	14,304.40
16		Manhole, COJ Type J-5 < 10'	EA	1	\$15,342.83	1.00	15,342.83	0.00	0.00	1.00	15,342.83
17		PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"SD	LF	675	\$236.90	350.00	82,915.00	200.00	47,380.00	550.00	130,295.00
18		PIPE CULVERT, OPTIONAL MATERIAL, Elliptical, 30"SD	LF	55	\$290.68	0.00	0.00	0.00	0.00	0.00	0.00
19		PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36"SD	LF	405	\$277.00	277.00	76,729.00	0.00	0.00	277.00	76,729.00

Item #16.

QUANTITIES FOR PARTIAL PAYMENT

(Attachment to APPLICATION FOR PAYMENT)

PROJECT NAME: Julia Street Stormwater Improvement Project

CONTRACTOR: Kirby Development, Inc

ADDRESS: 108 Lee Road Jacksonville, Florida

PHONE NO: 904-821-5010

PAY REQUEST NO.: 4 (Four)

FROM: 11/7/2024 To: 12/3/2024

CONTRACT NO.: 2024-02

PURCHASE ORDER NO.: 0

Item No.	Bid No.	Description of Item	U/M	Qty Bid	Unit	PRIOR WORK COMPLETED		COMPLETED THIS PERIOD		TOTAL WORK COMPLETED		
						Prior Qty Installed	Prior Work Completed	Units Installed	Completed This Period	Total Units Installed	Total Installed	Complete %
20		Winged Concrete Endwalls, U-Type Index 430-040,36"	EA	1	\$ 7,014.12	1.00	7,014.12	0.00	0.00	1.00	7,014.12	1.00
21		Concrete Curb & Gutter, COJ Standard Curb	LF	2143	\$ 44.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22		Concrete Curb Flush Curb	LF	22	\$ 43.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23		Concrete Sidewalk and Driveways, 6' Thick	SY	479	\$ 129.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24		Riprap, Rubble, Bank and Shore	TN	122.9	\$ 151.38	122.90	18,604.60	0.00	0.00	122.90	18,604.60	1.00
25		Bedding Stone	TN	52.1	\$ 80.10	10.00	801.00	40.00	3,204.00	50.00	4,005.00	0.96
26		Performance Turf Sod	SY	2529	\$ 9.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27		Single Post Sign, F&I Ground Mount, Up to 12SF	AS	4	\$ 499.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28		Marking, Standard, White, Solid 24" for stop Line	LF	21	\$ 87.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29		Painted Pavement Marking, Standard, Yellow, Solid 6"	GM	0.016	\$ 129,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30		CO#1 RCP Pipe	LS	1	\$ 12,961.00	0.60	7,776.60	0.30	3,888.30	0.90	11,664.90	0.90
31		CO#1 Double Inlet Structures	LS	1	\$ 48,806.30	0.60	29,283.78	0.30	14,641.89	0.90	43,925.67	0.90
		TOTALS					443,521.70		160,701.07		604,222.77	

CERTIFICATE OF PARTIAL PAYMENT

PAYMENT # 4TOTAL DUE THIS PAYMENT \$152,666.01

CERTIFICATE OF THE VENDOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this certificate are correct and that all work has been performed and/or material applied in full accordance with the terms and conditions of the contract. I further certify that all subcontractors and suppliers having an interest in the contract have been provided their pro rata shares of the payment out of previous progress payments received for all work completed and materials furnished in the previous period, less any retainage withheld by the prime contractor pursuant to an agreement with a subcontractor. I further certify that within 10 days after receipt of payment hereon the contractor shall remit payment due to those subcontractors and suppliers hired by the contractor that furnished labor, services, or materials, the undisputed cost of which to the contractor is reflected in the payment application for which this certificate is issued. I further certify that the contractor will ensure that any subcontractor receiving such payment shall within 7 days thereafter remit payment due to subcontractors and suppliers hired by the subcontractor that furnished labor, services, or materials, the cost of which to the subcontractor is reflected in the payment application for which this certificate is issued.

Date: 12/3/2024 Vendor: Kirby Development, IncBy: 

Green Cove Springs Elks Lodge #1892

P.O. Box 127

Green Cove Springs, FL 32043

November 20, 2024

**Erin West, CMC, City Clerk
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL**

Hello—

Please find attached a request for a Key to the City to be presented to Russ Smith, President of the Florida State Elks Association, in honor of his visit to the Green Cove Springs Elks Lodge #1892 and the Northeast District.

Our Lodge wishes to have this high honor presented to our esteemed guest at a Meet and Greet event at the Village Improvement Association on Friday, January 31 at 7 PM. We would be honored if the Mayor could attend and make this presentation. We also want to invite the Mayor to be our guest for the cocktail hour starting at 6 PM and for dinner following the presentation at 7 PM.

Thank you for your consideration in this matter.

Sincerely,

**Jennifer Parker
Exalted Ruler
GCS Elks Lodge #1892
702 S. Orange Ave.
Green Cove Springs FL. 32043
(904) 891-7092 Cell**



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

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

Requestor's Name: Green Cove Springs Elks Lodge #1892: Jennifer Parker, ER

Requestor's Address: 702 South Orange Ave., Green Cove Springs, FL 32043

Requestor's Telephone and Email: (904) 891-7092/ms.jenniferparker@gmail.com

Person/Organization to be Honored: Russ Smith, President of FL State Elks Assoc,

Event Title: Meet & Greet for State President's Visit to Northeast District

Event Date, Time & Location: Friday, January 31 at 7 PM at the Village Improvement
Association building on 17 Palmetto Avenue in Green Cove Springs, FL.

Type of Honor Requested:

Proclamation ☐ Letter of Honor ☐ Key to the City ☒

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

The Green Cove Springs Elks Lodge #1892 will have the honor of hosting a visit by

Florida State Elks Association President Russ Smith from Jan 31-Feb 1 on behalf of

the Northeast District. The Elks have a long history of investing in their communities

through programs that help children grow up healthy and drug free, meet the needs of

Veterans, and improve the quality of life for its citizens. We request that the Mayor of

GCS attend our event and present this honor to our esteemed guest.

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

Proclamation

WHEREAS, Justin and Kelly Mosley grew up on small family farms in Clay County, cultivating a deep appreciation for agriculture and the values it instills; and

WHEREAS, Justin and Kelly were married in 2004 and actively participated in the Florida Farm Bureau's Young Farmer and Rancher (YFR) Leadership Development Program, demonstrating their commitment to the future of farming in Florida; and

WHEREAS, in 2012, while attending a YFR Leadership Conference and participating in a workshop on agritourism, Justin and Kelly were inspired to establish an agritourism destination in Clay County; and

WHEREAS, this inspiration gave rise to Amazing Grace Family Farms, located on Kelly's family farm, where generations have raised cattle, grown timber, and cultivated fruits and vegetables since the late 1800s; and

WHEREAS, Amazing Grace Family Farms, home of the Amazing Grace Crop Maze, has become a beloved part of the community, celebrating agriculture and providing family-friendly experiences while recognizing local heroes and supporting community organizations such as fallen CCSO Det. Dave White, Caeleb Dressel, Cliff Avril, Dreams Come True, Wolfson Children's Hospital, Tim Tebow Foundation, and others; and

WHEREAS, this year, Amazing Grace Family Farms proudly joins the City of Green Cove Springs in celebrating its 150th Birthday, highlighting the city's rich history and vibrant community spirit.

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

Section 1. The City of Green Cove Springs hereby recognizes and celebrates Justin and Kelly Mosley for their dedication to agriculture, community service, and the establishment of Amazing Grace Family Farms as a cornerstone of our local heritage and culture.

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 BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 7TH DAY OF JANUARY, 2025.

CITY OF GREEN COVE SPRINGS, FLORIDA



Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** December 10, 2024
FROM: Greg Bauer, Assistant Public Works Director
SUBJECT: City Council approval of Resolution No. R-32-2024, a Resolution authorizing a Fee Reduction Request for any SJRWMD permits submitted during Fiscal Year 24-25. *Greg Bauer*

BACKGROUND

The City of Green Cove Springs is requesting a reduction in the fee pursuant to F.S. 218-085.

The City has a population of less than 25,000 and the City's per capita taxable value is less than the statewide average which demonstrates the City's eligibility.

The proposed resolution will expire on September 30th, 2025.

FISCAL IMPACT

No Impacts Negative to the City of Green Cove Spring's Stormwater Budget.

RECOMMENDATION

Approve Resolution No. R-32-2024, a Resolution authorizing a Fee Reduction Request for any SJRWMD permits submitted during Fiscal Year 24-25.

☐ COUNTY ☒ MUNICIPALITY

RESOLUTION NO. R-32-2024

REQUEST TO THE ST. JOHNS RIVER
WATER MANAGEMENT DISTRICT
TO REDUCE PERMIT APPLICATION FEES

WHEREAS, Section 218.075, Florida Statutes, allows a reduction of permit processing fees for municipalities with a population of 25,000 or less, counties which had a population of 50,000 or less on April 1, 1994, and have not yet exceeded a population of 75,000, or any county or municipality not included within a metropolitan statistical area, certification by that municipality or county that the cost of the permit processing fee is a fiscal hardship; and

WHEREAS, City of Green Cove Springs ☐ County ☒ Municipality certifies that it:

- ☒ is a municipality with a population of 25,000 persons or less; or
- ☐ is a county which had a population of 50,000 persons or less on April 1, 1994, and which currently does not have a population exceeding 75,000; or
- ☐ is not included within a metropolitan statistical area; and

WHEREAS, City of Green Cove Springs ☐ County ☒ Municipality further certifies that it qualifies for permit processing fee reduction for the Fiscal Year October 1, 2024 through September 30, 2025 due to one or more of the following factor(s):

- ☒ Per capita taxable value is less than the statewide average for the current fiscal year; or
- ☒ Percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year; or
- ☐ Any condition specified in section 218.503, Florida Statutes, that determines a state of financial emergency; or
- ☐ Ad valorem operating millage rate for the current fiscal year is greater than 8 mills; or

☐ A financial condition that is documented in annual financial statements at the end of the current fiscal year and indicates an inability to pay the permit processing fee during that fiscal year.

WHEREAS, these factors are supported by the attached documents:

NOW, THEREFORE, BE IT RESOLVED, that City of Green Cove Springs ☐ County ☒ Municipality does hereby request that the St. Johns River Water Management District reduce the permit application fee for public purpose projects for which City of Green Cove Springs ☐ County ☒ Municipality is a permit applicant to a fee of \$100 per permit, or if the current permit application fee is less than \$100 by 50 percent, for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025.

PASSED AND ADOPTED THIS 10th DAY OF December, 2024

City of Green Cove Springs ☐ COUNTY ☒ MUNICIPALITY
BY ITS ☐ COUNTY/ ☒ CITY COMMISSION

MEMBERS OF THE COMMISSION:

ATTEST:



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** December 10, 2024

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of Mittauer Invoice # 24656 in the amount of \$95,000.00, and authorization for the mayor to execute Disbursement Request #3 (to follow) permitting and design services for the Magnolia Point Reclaimed Water System & Potable Water System Improvements. *Scott Schultz*

BACKGROUND

On February 21, 2023, Council approved for staff to submit a Request for Inclusion (RFI) to the FDEP Drinking Water State Revolving Fund for design services for the Magnolia Point Reclaimed Water Improvements. This project is in preparation for compliance with the Surface Water Discharge Elimination Act (Senate Bill 64). On June 6, 2023, Council approved adding the design of the Reynolds Water System Improvements to the RFI.

On August 9, 2023, the FDEP-SRF Program approved DW10044 in the amount of \$2,171,400.

On May 7, 2024, Council approved a Consulting Engineers Services Agreement (CESA) with Mittauer & Associates in the amount of \$2,171,400.00 for permitting and design services for the Magnolia Point Reclaimed Water System.

During the duration of the project the city will submit disbursement requests to FDEP. FDEP will return the funds to the city. Upon completion and closure of the project the full amount becomes a loan payable bi-annually for 20 years.

FISCAL IMPACT

\$95,000.00 from the Water Capital Improvement Program Budget

RECOMMENDATION

Approve Mittauer Invoice # 24656 in the amount of \$95,000.00, and authorize the mayor to execute Disbursement Request #3.

MITTAUER &
ASSOCIATES, INC.
580 Wells Rd
Orange Park, FL 32073
+19042780030



Invoice 24656

Item #20.

BILL TO

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

DATE
11/29/2024

PLEASE PAY
\$95,000.00

DUE DATE
12/19/2024

M&A PROJECT NO.

8905-61-1

DESCRIPTION

AMOUNT

SRF MAGNOLIA POINT RECLAIMED WATER SYSTEM & POTABLE WATER SYSTEM
IMPROVEMENTS
PURCHASE ORDER NO. 2725909
SRF AGREEMENT NO. DW100440
CITY OF GREEN COVE SPRINGS, FLORIDA

Engineering services concerning the SRF Magnolia Point Reclaimed Water System & Potable Water System Improvements project rendered during the period ending November 29, 2024, including:

Magnolia Point Reclaimed Water Extensions

- o Topographic and boundary surveying activities.
- o Subsurface utility engineering activities which are currently limited to Quality Level B designation activities.
- o Meeting with homeowner's association representative.

Harbor Road Water Treatment Plant Improvements

- o Preparation of 30% Drawings
- o Field Visits.
- o Coordination with City on preliminary engineering activities associated with Jockey and High Service Pumps, and high-pressure loop control valve modifications.
- o Preliminary pump selection and coordination with vendors.
- o Ground storage tank review and preliminary design.

Reynolds Water Treatment Plant Improvements

- o Preparation of 30% Drawings
- o Field Visits.
- o Record drawing review.
- o Ground storage tank review and preliminary design.

DESCRIPTION

LUMP SUM CONTRACT AMOUNT: \$2,171,400.00

Item A. FDEP SRF Administration Assistance & Meetings, \$19,500

Item B. Specialized Field Studies (Topographic Surveying, Boundary Surveying, Subsurface
Utility Engineering, Geotechnical Work), \$650,000

Item C. Engineering Design, \$1,471,900

Item D. Permitting Services, \$30,000

AMOUNT PREVIOUSLY INVOICED: \$121,500.00

Amount Earned This Period

95,000.00

Thank you for your business.

TOTAL DUE

\$95,000.00

THANK YOU.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** December 10, 2024
FROM: Michael Daniels, AICP, Planning & Zoning Director
SUBJECT: Rivers House 2nd and final change order
Michael Daniels

BACKGROUND

The Rivers House Renovation Project was awarded to the Michael Bourre Construction Group in the amount of \$225,000 and \$4,000 in building permit fees on August 6, 2024. A change order was approved for \$121,050 was approved on 10/31/2024 that included the following improvements:

Fill 3 existing columns with concrete at the back porch	\$ 3,750.00
Add new additional concrete column at the Front Porch on the Southeast corner of the building	\$ 2,125.00
Add a new concrete pier under the existing floor framing to replace an existing pier that is failing, on southside elevation	\$ 1,250.00
Upper and Lower Roof Replacement	\$ 49,912.50
Remove existing siding and install Barricade House Wrap Replace siding with Cedar Mill, Hardi Lap Siding	\$ 33,096.25
Replace all porch headers with 2x12 material	\$ 11,916.25
Cap the 2 existing exterior concrete entry stairs with concrete	\$ 3,750.00
Replace the 2 concrete lead walks that connect the existing exterior concrete stairs to the sidewalk	\$ 1,625.00

Roll off Dumpster Fees and Landfill Services	\$ 3,375.00
Add new concrete footings	\$ 10,250.00
Total	\$ 121,050.00

As part of the removal and clearing of the siding, the existing porch ceilings were found to be in disrepair and unsafe which required removal and replacement of the engineered panels resulting in a requested change order of \$10,762. Due to the dollar amount and the urgency to complete the project, the change order was approved administratively using existing city funds on November 26, 2024.

All of the improvements to the Rivers House including the 1st and 2nd change orders are substantially complete as of the date of this staff report with the exception of the porch decking which is the final phase of the restoration project.

Attachments Include:

- Original Bourre Bid
- Change Order Request

FISCAL IMPACT

The funds for this project, \$10,762 will be paid out of existing budgeted funds by the City in the General Fund for FY 24/25.

RECOMMENDATION

Staff recommends approval of the change order request.



City of Green Cove Springs Florida

Item #21.

Phone: (904) 297-7500
Fax: (904) 284-4849

321 Walnut Street
Green Cove Springs, FL 32043

www.greencovesprings.com
Florida Relay - Dial 7-1-1

November 26, 2024

Michael Bourre
Bourre Construction Group
3168 Hwy 17 S
Suite B
Fleming Island, FL 32003

RE: River House Restoration Second Change Order Approval

Dear Mr. Bourre,

The City has agreed to the additional costs for the Rivers House Restoration as set forth in the attached change order submitted on November 25, 2024 in the amount of \$10,752.00.

As such, please accept this letter as **Notice to Proceed** on the **Rivers House** on the additional scope of work set forth in the change order. Invoicing shall be provided monthly pursuant to City policy. Biweekly meetings between the project manager and the contractor shall be conducted to identify and discuss the upcoming activities to be completed.

I will serve as the Project Manager for this project. Please contact me directly at mdaniels@greencovesprings.com if you have any questions.

Sincerely,

Michael Daniels, AICP
Development Services Director

Members of Florida League of Cities



Change Order

Printed: Nov 25, 2024

3168 Hwy 17 S, Ste B, Fleming Island, FL 32003

Phone: (904) 602-5220

Owner Info

City of Green Cove Springs C/O Michael
Daniels
321 Walnut Street
Green Cove Springs, FL 32043

Job Info 219 Spring Street

Green Cove Springs, FL 32043

Change Order ID

CO-Rivers House 2

Rivers House

CO ID	Created / Approved Date	Price
CO-Rivers House 2	Created: Nov 25, 2024	\$10,762.00

Description

CO Rivers House 2
Rivers House 219 Spring St

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Porch Ceilings 07.4600 Siding		Remove existing porch ceilings and replace with LP .34 in X 48 in X 96 in engineered panels	1	\$10,762.00	\$10,762.00

Status	Signature	Date
Approved by: _____		___/___/___

Approval Comments

PLEASE NOTE: A signature of Approval OR Electronic Acceptance is required before change order is effective. This change order becomes part of the existing contract.

I confirm that my action here represents my electronic signature and is binding.

TOTAL AMOUNT OF CHANGE ORDER:

\$10,762.00



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** December 10, 2024

FROM: Mike Daniels, Development Services Director

SUBJECT: Site Development Plan for 2 new commercial buildings for pool sales and storage located at 799 Leonard C Taylor Pkwy

PROPERTY DESCRIPTION

APPLICANT: Robert Bachmann, Bachmann Construction Co LLC **OWNER:** North East Florida Pool Service Inc.

PROPERTY LOCATION: 799 Leonard C Taylor Pkwy

PARCEL NUMBER: 016450-005-00

FILE NUMBER: SPL-24-007

CURRENT ZONING: C-2, General Commercial

FUTURE LAND USE DESIGNATION: Mixed-Use

SURROUNDING EXISTING LAND USE

NORTH:	FLU: Mixed-Use Z: RRF Use: Vacant Non-Residential	SOUTH:	FLU: Mixed-Use RP Z: M-2 Use: Manufacturing
EAST:	FLU: Mixed-Use RP Z: M-2 Use: Manufacturing	WEST:	FLU: Mixed-Use Z: C-2 Use: Vehicle Sales

BACKGROUND

The applicant has submitted a Site Development Application for the development of two commercial buildings on 2.269 acres of the parcel located at 799 Leonard C Taylor Pkwy. The site will be used for pool sales by North East Florida Pool Service. There is currently a building on the site, previously used by U-Haul, that will be demolished.

DEVELOPMENT DESCRIPTION

Both buildings will consist of 6,000 square feet and will be constructed in two phases. Phase 1 will see the construction of an office and ancillary storage building. The structure in phase 2 will be used entirely for storage purposes. A parking lot consisting of 48 parking spaces will be paved around the two commercial buildings.

buildings and will include concrete sidewalks connecting to the city right of way. The remaining site will be used for a retention pond and accompanying drainage ditches.

PARKING, LOADING, & STACKING

The plan shows 48 onsite parking spaces and 2 handicapped spaces.

DRAINAGE RETENTION

A single stormwater retention pond is shown onsite. The site will be graded to direct stormwater towards storm drains located across the project site. Must obtain approval of stormwater plan from city stormwater engineer prior to council approval. Must obtain a Saint Johns River Water Management District permit prior to construction.

TRAFFIC AND ACCESS

The plan shows a single access point onto the property from Leonard C Taylor Pkwy. A permit shall be secured by FDOT for any driveway modifications on Leonard C Taylor Pkwy.

LANDSCAPE PLAN

Landscaping plans show that the site will be graded in areas where construction will take place. A retention pond will be dug towards the rear of the property and will include a 6' chain link fence around its perimeter. Shade trees are to be planted around the perimeter of the property in 50' or less increments. Trees have been included in each parking lot island.

PUBLIC FACILITIES IMPACT

Land Use ¹ (ITE)	Square Footage/Dwelling Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Warehousing	9,000	3.56	32	0.30	3	0.32	3
General Office	3,000	11.30	91	1.56	12	1.49	82

1. Source: Institute of Transportation Engineers: Trip Generation Manual 9th Edition

Conclusion: The daily generated trips were calculated by dividing the total square footage of both buildings by their uses. 3,000 square feet of the total 12,000 is used for general office spaces. The remaining 9,000 square feet are used for warehousing.

Potable Water Impacts

Commercial

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	4,200,000
Less actual Potable Water Flows ¹	1,013,000
Residual Capacity ¹	3,187,000
Projected Potable Water Demand from Proposed Project ²	1,320
Residual Capacity after Proposed Project	3,185,680

1. Source: City of Green Cove Springs Public Works Department

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: .11 x sq ft (based on historical data)

Conclusion: The impact was calculated based on proposed commercial use. As shown in the table above, there is adequate capacity for this use. The City has existing water lines installed at this location.

Sanitary Sewer Impacts – South Plant WWTPCommercial

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	350,000
Current Loading ¹	270,000
Committed Loading ¹	330,000
Projected Sewer Demand from Proposed Project ²	1,320
Residual Capacity after Proposed Project	328,680

1. Source: City of Green Cove Springs Public Works Department

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: .11 x sq ft (based on historical data)

Conclusion: The impact was calculated based on the proposed commercial use. The project site is served by the South Wastewater Treatment Plant (WWTP). There is adequate capacity for this use. The city has existing sewage lines in place.

Solid Waste ImpactsCommercial

System Category	LBs Per Day / Tons per Year
Solid Waste Generated by Proposed Project ¹	None
Solid Waste Facility Capacity ²	Minimum 3 Years Capacity

1. Source: City of Green Cove Springs does not provide commercial sanitation services, prospective sanitation collection franchisees shall comply with City Code Section 66-10.

Solid Waste Impacts

The City of Green Cove Springs' solid waste is disposed of at the Rosemary Hill Solid Waste Management Facility operated by Clay County. Per the Clay County Comprehensive Plan, a minimum of three (3) years capacity shall be maintained at the County's solid waste management facility. For commercial developments, the City does not provide Curbside Service; commercial locations must instead contract with an approved franchisee for containerized collection.

STAFF RECOMMENDATION

Staff is recommending approval of the Site Development Plan subject to staff comments:

1. On landscape plan, replace river birch trees with one of the following:
 - a. Southern Magnolia
 - b. Chinese Elm
 - c. Live Oak
 - d. Winged Elm
2. Tree specifications shall be a minimum of 3" caliper, Florida grade #1 or better and irrigated through establishment period.
3. Trees 5117 and 5118 were incorrectly marked as 'Live Oaks'. These trees were identified as Laurel Oaks. Tree calculations will need to be updated.

RECOMMENDATION MOTION

Motion to approve the Site Development Plan for 2 new commercial buildings located at 799 Leonard C Taylor Parkway subject to staff comments.



City of Green Cove Springs Site Plan Application

FOR OFFICE USE ONLY

P Z File # _____

Application Fee: _____

Filing Date: _____ Acceptance Date: _____

Review Type: SRDT ☐ P & Z ☐ CC ☐

A. PROJECT

- Project Name: NEFPS Site Development Plan
- Address of Subject Property: 799 Leonard C Taylor Pkwy, Green Cove Springs, FL 32043
- Parcel ID Number(s): 016450-005-00
- Existing Use of Property: Commercial Retail
- Future Land Use Map Designation: General Commercial
- Zoning Designation: C-2: General Commercial
- Acreage: 2.269

B. APPLICANT

- Applicant's Status ☐ Owner (title holder) ☒ Agent
- Name of Applicant(s) or Contact Person(s): Robert Bachmann Title: Agent - CBC
Company (if applicable): Bachmann Construction Co LLC
Mailing address: 49 Oakwood Rd.
City: Jacksonville Beach State: FL ZIP: 32250
Telephone: () 904-449-6261 FAX: () _____ e-mail: bobby@bachmannhomes.com
- If the applicant is agent for the property owner*:
Name of Owner (title holder): Jordan Blasko
Company (if applicable): North East Florida Pool Service
Mailing address: PO Box 1065
City: Green Cove Springs State: FL ZIP: 32043
Telephone: () 904-636-0903 FAX: () 904-647-7814 e-mail: jordan@nefpools.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.

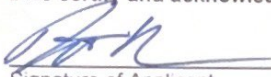
- i. For sites <10,000 s.f. - \$500
- ii. For sites >10,000 s.f. - \$1,000 + \$20 per acre


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:


 Signature of Applicant
Robert Bachman - Agent CBC
 Typed or printed name and title of applicant
9/13/2024
 Date


 Signature of Co-applicant
Jordan Blasko
 Typed or printed name of co-applicant
9/13/2024
 Date

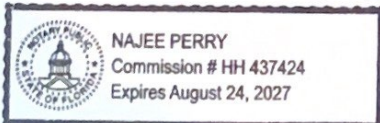
State of Florida County of Duval

The foregoing application is acknowledged before me this 13th day of September, 2024 by Robert

Bachman, who is/are personally known to me, or who has/have produced Florida license
 as identification.

NOTARY SEAL


 Signature of Notary Public, State of Florida





THE INFORMATION, DESIGN, AND CONTENT OF THESE DRAWINGS AND/OR DOCUMENTS HERETO ARE PROPRIETARY TO VIKA SOUTH, LLC AND CONSTITUTE ITS PROPRIETARY INTELLECTUAL PROPERTY. THESE DRAWINGS AND/OR DOCUMENTS MUST NOT BE DIGITALLY FORWARDED, SHARED OR COPIED, DIGITALLY CONVERTED, MODIFIED, OR USED FOR ANY DESIGN PURPOSE, IN ANY FORMAT, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM VIKA SOUTH, LLC. VIOLATIONS MAY RESULT IN PROSECUTION. ONLY APPROVED SIGNED AND SEALED PLANS OR DRAWINGS MAY BE UTILIZED FOR RECORDING AND/OR CONSTRUCTION PURPOSES.

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POST-APPROVAL SHEET STATUS	DATE
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PROFESSIONAL SEAL


Ronald Bongiovanni, PE


799 LEONARD C. TAYLOR PKWY
GREEN COVE SPRINGS, FLORIDA

DRAWN BY:	AGS
DESIGNED BY:	RJB
DATE ISSUED:	07/10/2024
DWG. SCALE:	1" = 30'
VIKA NO.	VS24067A
SHEET NO.	L.01



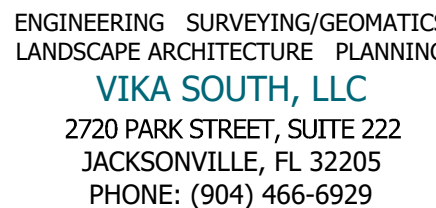
PLACE TREE PROTECTION BARRIER AROUND ALL TREES SHOWN
TO REMAIN WITHIN CONSTRUCTION AREAS

 = TREE PROTECTION BARRIER
SEE DETAIL THIS SHEET

 = EXISTING TREE DBH 12" OR >
TO BE REMOVED

Tag	Tree ID	Saved Tree Multiplier
5101	36in Gum	36
5102	24in Gum	
5104	18in Gum	9
5106	24in Oak	30
5107	24in Oak	30
5108	32in Oak	48
5109	14in-22in-36in-28in Oak	134
5111	24in Oak	30
5116	20in Oak	25
5117	18in Oak	18
5118	20in Oak	25
5119	13in Oak	
5120	18in Maple	
5125	12in Gum	
5127	14in Gum	
5131	14in Oak	
5134	12in Gum	
5135	13in Gum	
5136	12in Gum	
5137	15in Oakak	
5142	18in Gum	
5143	12in Gum	
5147	14in Gum	
5156	12in Gum	
5160	12in Gum	
5162	12in Oak	
5168	12in Magnolia	
5184	14in Gum	
5187	13in Magnolia	
5191	26in Oak	
5192	14in Oak	
5196	11in Laurel	
5197	18in Gum	
5199	12in Laurel	
5201	12in Gum	
5202	32in Oak	48
	Total Tree Diameter =	644
	Total Removed =	359
	Total Saved =	433





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[illegible]

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
RONALD J. BONGIOVANNI, PE #24255 ON THE DATE
ADJACENT TO THE SEAL.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED
SIGNED & SEALED AND SIGNATURES MUST BE VERIFIED ON
ANY ELECTRONIC DOCUMENT.

Ronald
Bongiovanni
i, PE

799 LEONARD C. TAYLOR PKWY
GREEN COVE SPRINGS, FLORIDA

DRAWN BY:	AGS
DESIGNED BY:	RJB
DATE ISSUED:	07/10/2024
DWG. SCALE:	AS NOTED
VIA NO.	VS24067A
SHEET NO.	C-01

799 LEONARD C. TAYLOR PARKWAY
GREENCOVE SPRINGS
CLAY COUNTY, FLORIDA



ALWAYS CALL 811 TWO FULL BUSINESS DAYS
BEFORE YOU DIG TO HAVE UNDERGROUND
UTILITIES LOCATED AND MARKED



SHEET INDEX	
SHEET NO.	SHEET TITLE
CS	COVER SHEET
MN-1	MAPS AND NOTES
MN-2	ADDITIONAL NOTES AND LEGEND
SV.01	EXISTING CONDITIONS SURVEY
L.01	DEMOLITION AND TREE REMOVAL PLAN
C.01	PRE-DEVELOPMENT DRAINAGE PLAN
C.02	POST-DEVELOPMENT DRAINAGE PLAN
C.03	GEOMETRY/UTILITY PLAN
C.04	DRIVEWAY PLAN
C.05	SITE/UTILITY DETAILS
C.06	DRAINAGE DETAILS
C.07	EROSION CONTROL PLAN
C.08	FIRE PROTECTION PLAN PHASE I
C.09	FIRE PROTECTION PLAN PHASE II

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ACCESSIBILITY NOTES:

1. THIS PROJECT IS DESIGNED TO MEET THE ACCESSIBILITY REQUIREMENTS OF THE STANDARDS THAT ARE CHECKED BELOW:

- a. 2010 ADA STANDARDS _____ X _____
- b. DRAFT PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROW) _____
- c. FAIR HOUSING ACT DESIGN MANUAL _____
- d. IBC 2009 WITH ICC/ANSI A117.1-2003 (VA) _____
- e. UFAS (SECTION 504) _____

2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLIANCE AND CONSTRUCTION OF ALL ACCESSIBILITY REQUIREMENTS IN THE REFERENCED STANDARDS, CONSTRUCTION DRAWINGS AND DETAILS.

3. FOR PURPOSES OF THESE NOTES, ALL REQUIREMENTS FOR ACCESSIBLE ROUTES AND CIRCULATION PATHS APPLY TO PEDESTRIAN ACCESS ROUTES AND TO ACCESS OF BUILDINGS AND AREAS OF EGRESS TO THE PUBLIC RIGHT OF WAY.

4. ANY PART OF AN ACCESSIBLE ROUTE WITH A SLOPE GREATER THAN 5% (1:20) SHALL BE CONSIDERED A RAMP. (2010 ADA 403.3)

5. RAMPS SHALL HAVE THE FOLLOWING FEATURES (2010 ADA 405):

- a. MAXIMUM SLOPE 8.33% (1:12)
- b. BOTH RAMPS AND LANDINGS SHALL HAVE EDGE PROTECTION. (2010 ADA 405.9)
- c. SLOPES BETWEEN 5% (1:20) AND 8.33% (1:12) THAT RISE MORE THAN 6" SHALL HAVE HANDRAILS ON BOTH SIDES (2010 ADA 405.8)
- d. MAXIMUM RISE BETWEEN LANDINGS SHALL BE 30". (2010 ADA 405.6)
- e. SLOPES BETWEEN 7.0% (1:14) AND 8.33% (1:12), MAXIMUM RUN IS 30"
- f. SLOPES BETWEEN 6.25% (1:16) AND 7.0% (1:14), MAXIMUM RUN IS 35"
- g. SLOPES BETWEEN 5% (1:20) AND 6.25% (1:16), MAXIMUM RUN IS 40"
- h. RAMPS IN PUBLIC RIGHTS OF WAYS MUST COMPLY WITH REFERENCED STANDARDS UNLESS SPECIFIC DETAILS EXPLICITLY STATE THAT HANDRAILS, EDGE PROTECTION, OR LANDINGS ARE NOT REQUIRED.

6. LANDINGS (2010 ADA 405.7):

- a. MAXIMUM SLOPE IN ANY DIRECTION IS 2% (1:48)
- b. LANDINGS SHALL BE MEASURED BETWEEN THE EDGE PROTECTION
- c. SHALL BE AT LEAST AS WIDE AS THE RAMP
- d. MINIMUM LENGTH OF 60"
- e. IF RAMP CHANGES IN DIRECTION, MINIMUM SIZE SHALL BE 60" BY 60"
- f. TOP LANDINGS AT LOCKABLE DOORS, MINIMUM SIZE SHALL BE 60" BY 60" (ICC A117.1 405.7.5)

7. CROSS SLOPE (2010 ADA 403.3):

- a. SIDEWALKS, WALKWAYS, POOL DECKS, MAXIMUM CROSS SLOPE ON ANY PART OF THE ACCESSIBLE ROUTE IS 2% (1:48)
- b. WHERE THE ACCESSIBLE ROUTE TURNS 90°, THE CROSS SLOPE IS MEASURED IN BOTH DIRECTIONS.
- c. WHERE ACCESSIBLE ROUTE CROSSES VEHICULAR LANES, 2% (1:48) MAXIMUM

8. WIDTH OF ACCESSIBLE ROUTE (2010 ADA 403.5):

- a. ON THE PROPERTY, ACCESSIBLE ROUTE SHALL BE 36" MINIMUM. (FOR DISTANCES OF 24" OR LESS, THE ACCESSIBLE ROUTE MAY NARROW TO 32" MINIMUM)
- b. IN THE PUBLIC RIGHT OF WAY, SHALL BE 48" MINIMUM (PROW 302.3)
- c. OVERHANGING VEHICLES AND OTHER OBSTRUCTIONS (EG. WHEEL STOPS) MAY NOT REDUCE THE CLEAR WIDTH.

9. OPENINGS ALONG THE ACCESSIBLE ROUTE (2010 ADA 403.3.3):

- a. IF ACCESSIBLE ROUTE IS LESS THAN 60" WIDE, THEN PROVIDE 60" BY 60" MINIMUM SPACE OR T-SHAPED INTERSECTION EVERY 200'.

10. OPENINGS ALONG THE ACCESSIBLE ROUTE, INCLUDING DRAIN COVERS, INLETS, AND CONSTRUCTION JOINTS, SHALL NOT EXCEED 1/2" IN THE DIRECTION OF TRAVEL. LONG DIMENSIONS OF OPENINGS SHALL BE PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL. (2010 ADA 302.3)

11. PROTRUDING OBJECTS (2010 ADA 307):

- a. MINIMUM OVERHEAD CLEARANCE: 80"
- b. WALL-MOUNTED: IF BOTTOM EDGE IS BETWEEN 27" AND 80" ABOVE THE ACCESSIBLE ROUTE, THEN OBJECT CANNOT PROJECT MORE THAN 4" INTO THE CIRCULATION PATH.
- c. POST-MOUNTED: IF BOTTOM EDGE IS BETWEEN 27" AND 80" ABOVE THE ACCESSIBLE ROUTE, THEN OBJECT CANNOT PROJECT MORE THAN 12" INTO THE CIRCULATION PATH.
- d. IF OBJECT IS MOUNTED BETWEEN POSTS AND BOTTOM EDGE IS BETWEEN 27" AND 80" ABOVE THE ACCESSIBLE ROUTE, THEN CLEAR SPACE BETWEEN POSTS IS 12" MAXIMUM.

12. CURB RAMPS IN THE PUBLIC RIGHT OF WAY AND ON THE PROPERTY SHALL COMPLY WITH FOOT STANDARDS. (2010 ADA 406) SEE FOOT DETAILS FOR ADDITIONAL INFORMATION.

13. REGRESS OF STATE AND LOCAL DETAILS, THE SLOPE OF THE 6" CURB PORTION OF THE CURB RAMP IS 8.33% (1:12) MAXIMUM AND THE COUNTER SLOPE OF THE GUTTER IS 5% (1:20) MAXIMUM.

14. REGARDLESS OF THE STATE AND LOCAL DETAILS, THE COUNTER SLOPE OF THE GUTTER IN ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL BE 2% (1:48) MAXIMUM.

15. SLOPE: 8.33% (1:12) MAXIMUM

16. LENGTH: IN PUBLIC RIGHTS OF WAY, THE LENGTH FOR A CURB RAMP SHALL NOT EXCEED 15' LONG.

17. A. LANDING LENGTH AT THE TOP OF CURB RAMPS SHALL BE 36" MINIMUM.

18. B. PUBLIC RIGHTS OF WAY, 48" MINIMUM (PROW 304)

19. WHERE THE ACCESSIBLE ROUTE CROSSES A VEHICULAR LANE AND A CURB RAMP OR A BLENDED TRANSITION IS USED, PROVIDE A DETECTABLE WARNING THAT COMPLIES WITH FOOT STANDARDS. THE DETECTABLE WARNING SHALL EXTEND THE ENTIRE WIDTH OF THE CIRCULATION PATH AND SHALL BE 24" MINIMUM DEEP. (PEW R305)

20. IN MULTI-FAMILY DEVELOPMENTS THAT ARE COVERED BY FAIR HOUSING, STAIRS ADJACENT TO ACCESSIBLE ROUTES MUST BE ACCESSIBLE. (2010 ADA 505.10)

21. A. INSTALL ACCESSIBLE HANDRAILS ON BOTH SIDES.

22. B. HANDRAILS SHALL BE 36" MINIMUM IN THE SAME DIRECTION AS THE FLIGHT OF STAIRS. EXTENSIONS OVER THE TOP LANDING SHALL BE HORIZONTAL AND SHALL EXTEND 12" MINIMUM. EXTENSIONS OVER THE BOTTOM LANDING SHALL AT THE SLOPE OF THE HANDRAIL FOR AT LEAST THE DEPTH OF THE TREAD.

23. ALL STEPS THAT PROVIDE PUBLIC ACCESS SHALL MEET ADA-ABA ACCESSIBLE GUIDELINE STANDARDS (ICC A117.1 504).

24. PARKING (2010 ADA 502):

- a. SPACE AND ACCESS AISLE, MAXIMUM SLOPE IN EITHER DIRECTION: 2% (1:48)
- b. PARKING IS DIMENSIONED TO THE CENTERLINE OF THE LINES AND TO THE FACE OF CURBS.
- c. VAN SPACES
- d. PROVIDE AT LEAST ONE. PROVIDE ONE VAN SPACE FOR EVERY 6 ACCESSIBLE SPACES.
- e. WIDTH 132" MINIMUM
- f. ACCESSIBLE SPACE WIDTH, 96" MINIMUM
- g. ACCESSIBLE AISLES
- h. WIDTH 60" MINIMUM
- i. MAY BE SHARED BY TWO SPACES

25. PARALLEL PARKING IN THE PUBLIC RIGHT OF WAY:

- a. WIDTH 96" MINIMUM
- b. IF ADJACENT SIDEWALK IS 14' OR LESS WIDE, NO ACCESS AISLE IS REQUIRED. SPACE MUST BE LOCATED AT THE END OF CURB BLOCK. (PROW R302.2)
- c. IF ADJACENT SIDEWALK IS MORE THAN 14' WIDE, THEN PROVIDE ACCESS AISLE THAT IS 60" WIDE MINIMUM. CONNECT ACCESS DIRECTLY TO A CURB RAMP.

26. CROSSWALKS ALONG PRIVATE STREETS THAT PROVIDE AN ACCESSIBLE ROUTE SHALL PROVIDE A SPEED HUMP (WHEN NECESSARY) TO ENSURE THAT VEHICLES CANNOT EXCEED 15 MPH (1:50) THRU THE WIDTH OF THE CROSSWALK (MIN. 5 FEET WIDE).

27. ACCESSIBLE PAVEMENT MARKINGS AND SIGNAGE SHALL BE PROVIDED BY THE CONTRACTOR PER LOCAL JURISDICTIONAL STANDARDS.

28. NEW SIDEWALK AND HANDICAP IMPROVEMENTS MADE ADJACENT TO EXISTING STREETS (WITH LONGITUDINAL SLOPES GREATER THAN 2%) SHALL BE DESIGNED TO ENSURE THAT SIDEWALK AND RAMP SLOPES ARE LESS THAN 2%. IN THE EVENT THIS CAN'T BE ACHIEVED THE IMPROVEMENTS NEED TO BE AS ACCESSIBLE AS POSSIBLE GIVEN THE CONSTRAINTS OF THE EXISTING STREET.

CONSTRUCTION GENERAL NOTES

1. REFUSE COLLECTION SHALL BE PROVIDED BY PRIVATE HAULER.

2. NEW UNDERGROUND UTILITIES SUCH AS ELECTRIC, TELECOM, CABLE AND GAS WHICH SERVE THE PROJECT SHALL BE LOCATED WITH A MINIMUM 5' FOOT HORIZONTAL SEPARATION FROM PUBLIC WATERMAINS AND SANITARY SEWERS, UNLESS OTHERWISE SPECIFIED.

3. FOR ON-SITE AND STREET TREE PLANT LIST AND ADDITIONAL HARDSCAPE DETAILS, SEE LANDSCAPE PLANS.

4. ALL AERIAL UTILITIES (INCLUDING GUY WIRES) ALONG THE SITE FRONTAGE AND ON THE SITE SHALL BE RELOCATED AS REQUIRED TO ADJUST TO CONTRACT DOCUMENT IMPROVEMENTS AND TO MEET HORIZONTAL VERTICAL CLEARANCE REQUIREMENTS UNLESS SPECIFIED OTHERWISE IN THE CONTRACT DOCUMENTS.

5. THE CONTRACTOR SHALL NOTIFY "SUNSHINE 811" AT CALL (800) 432-4770 48 HOURS PRIOR TO THE START OF EXCAVATION FOR THE MARKING OF UNDERGROUND UTILITIES.

6. LOCATIONS OF ALL EXISTING UTILITIES INCLUDING THOSE OBTAINED FROM COUNTY/CITY RECORDS AND/OR SURROUNDING BUILT AND SUBSURFACE SURVEYS ARE APPROXIMATE ONLY. EXACT LOCATIONS OF ALL UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO THE BEGINNING OF ANY DRILLING, EXCAVATION, SHEETING AND SHORING, OR UTILITY WORK IN THE VICINITY OF SAID UTILITIES. ONCE UTILITIES HAVE BEEN LOCATED IN THE FIELD THE CONTRACTOR SHALL DIG TEST HOLES AT ALL PROPOSED UTILITY CROSSINGS AND CONNECTION POINTS AND SHALL SUBMIT ALL RELATED DATA TO THE DEVELOPER'S ENGINEER AND THE COUNTY/CITY FOR EVALUATION AND COORDINATION PRIOR TO ORDERING MATERIALS OR THE SUBMISSION OF ANY CUT SHEETS TO CITY OF GREEN COVE SPRINGS FOR APPROVAL.

7. THE TEST HOLES REQUIRED BY THESE PLANS SHALL BE PERFORMED BY THE CONTRACTOR WELL IN ADVANCE OF CONSTRUCTION AND PRIOR TO ORDERING PRECAST STRUCTURES IN THE VICINITY OF THE AFFECTED UTILITIES. ALL DATA RESULTING FROM TEST HOLES SHALL BE SUBMITTED TO THE DEVELOPER'S REPRESENTATIVE AND ENGINEER FOR EVALUATION AND PLAN COORDINATION. THE APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR PRIOR TO TEST HOLES.

8. THE CONTRACTOR SHALL PROVIDE ALL TESTS AND INSPECTIONS REQUIRED BY COUNTY/CITY SPECIFICATIONS AND SECURE FINAL ACCEPTANCE OF ALL UTILITIES.

9. CUT AND PATCH WORK IN EXISTING PUBLIC STREETS WHICH MUST BE PERFORMED DUE TO INSTALLATION OF UTILITIES SHALL BE PERFORMED IN ACCORDANCE WITH COUNTY/CITY AND/OR FOOT STANDARDS AND SPECIFICATIONS.

10. ALL FINISHED GRADING, SEEDING AND SODDING SHALL BE PROVIDED IN SUCH A MANNER TO PRECLUDE THE PONDING OF THE WATER ON THE SITE, PARTICULARLY ADJACENT TO THE BUILDING OR STORM INLETS.

11. THE CONTRACTOR SHALL ROUND ALL VERTICAL BREAKS OF THE CURB AND GUTTER WITH SMOOTH SPLINE CURVES.

12. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY TRAFFIC CONTROL MEASURES AND PERSONNEL INCLUDING TEMPORARY PEDESTRIAN MEASURES REQUIRED TO MAINTAIN SIDEWALK CIRCULATION PER COUNTY/CITY AND FOOT REQUIREMENTS.

13. ALL LAND, ON OR OFF SITE, WHICH IS DISTURBED BY THIS DEVELOPMENT AND WHICH IS NOT BUILT UPON OR SURFACED, SHALL BE ADEQUATELY SEEDED AND STABILIZED TO CONTRA EROSION AND SEDIMENTATION IN ACCORDANCE WITH COUNTY/CITY AND STATE STANDARDS IF REQUIRED.

14. EXISTING IMPROVEMENTS TO BE REMOVED SHALL BE REMOVED TO NEAREST JOINT. NEW CONSTRUCTION SHALL BE PROVIDED AS SHOWN AND ANY DAMAGED AREA SHALL BE REPAIRED TO MATCH CONDITIONS EXISTING PRIOR TO CONSTRUCTION IF REQUIRED.

15. EXISTING SEPTIC FIELDS SHALL BE ABANDONED IN ACCORDANCE WITH COUNTY/CITY & STATE HEALTH DEPARTMENT STANDARDS AND SPECIFICATIONS IF REQUIRED AND AS SPECIFIED.

16. EXISTING WELLS SHALL BE PERMANENTLY ABANDONED IN ACCORDANCE WITH COUNTY/CITY & STATE REQUIREMENTS AND STANDARDS IF REQUIRED AND AS SPECIFIED.

17. THE CONTRACTOR SHALL PROVIDE A PEDESTRIAN GUARDRAIL/HANDRAIL, 42" IN HEIGHT MAX. PASSAGE OF 4" SPHERE, ETC.) WHERE ANY VERTICAL RISE IS MORE THAN 30" OR WHERE SLOPES EXCEED 2(H):1(V) AND THE TOP OF THE SLOPE IS HORIZONTALLY LESS THAN FOUR (4) FEET AWAY FROM THE EDGE OF THE SIDEWALK THE HANDRAIL SHALL MEET FOOT STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE SPECIFIED IN CONTRACT DOCUMENTS.

18. ALL STEPS PROVIDED WITH 3 OR MORE RISERS SHALL BE PROVIDED WITH A HANDRAIL PER FOOT ON COUNTY/CITY STANDARDS.

19. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY EXISTING TOPOGRAPHIC CONDITIONS INDICATED ON THEIR PLANS AND SURVEY DOCUMENTS PRIOR TO ANY LAND DISTURBANCE WORK ON THE PROJECTS, ONCE LAND DISTURBANCE HAS COMMENCED, THE CONTRACTOR SHALL HAVE NO CLAIMS AS TO EXISTING TOPOGRAPHY NOT MEETING MINIMUM SURVEY STANDARDS AND SHALL ACCEPT ALL EXISTING TOPOGRAPHIC CONDITIONS AS BEING WITHIN UNITED STATES NATIONAL MAP ACCURACY STANDARDS FOR CONSTRUCTION CONTRACT PURPOSES. IF THE CONTRACTOR FINDS A DISCREPANCY IN TOPOGRAPHIC INFORMATION, HE/SHE SHALL NOTIFY VIKIA AND THE OWNER PRIOR TO PERFORMING ANY LAND DISTURBING ACTIVITY SO THE AREA CAN BE RESURVEYED IN AN UNDISTURBED STATE.

20. THE CONTRACTOR SHALL VERIFY ALL FIELD EXISTING CONDITIONS PRIOR TO AND DURING CONSTRUCTION AND NOTIFY VIKIA IMMEDIATELY OF ANY DISCREPANCIES BETWEEN ACTUAL FIELD CONDITIONS AND APPROVED PLAN.

<u>A</u>	AREA / ARC	IPS	IRON PIPE SET
AC	ACRE	I/F	INTERNATIONAL FIRE CODE
ACOE	US ARMY CORPS OF ENGINEERS	IBC	INTERNATIONAL BUILDING CODE
ADA	AMERICANS WITH DISABILITIES ACT	<u>J</u>	JB JUNCTION BOX
ADAAG	AMERICANS WITH DISABILITIES ACCESSIBILITY GUIDELINES	JE	JACKSONVILLE ELECTRIC AUTHORITY
ABA	ARCHITECTURAL BARRIERS ACT	<u>K</u>	K ONE THOUSAND (Kilo)
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE	<u>L</u>	L LENGTH
ARCH	ARCHITECTURAL	LAT	LATERAL
ASPH	ASPHALT	LL	LOWER LEVEL
ASTM	AMERICAN SOCIETY OF TESTING MATERIALS	LP	LOW POINT
<u>B</u>	BB BOTTOM OF LINE	LS	LOADING SPACE
BC	BOTTOM OF CURB	LF	LINEAR FEET
BF	BASEMENT FLOOR	LT	LIGHT
BLDG	BUILDING	<u>M</u>	MECH MECHANICAL
BM	BENCH MARK	MH	MANHOLE
BO	BLOW OFF VALVE	MI	MILE
BOS	BOARD OF SUPERVISORS	MS	MEDIAN STRIP
BRL	BUILDING RESTRICTION LINE	MSL	MEAN SEA LEVEL
BW	BOTTOM OF WALL (FINISHED GRADE ON WALL FOUNDATION)	MON	MONUMENT
BFE	BASE FLOOD ELEVATION	<u>N</u>	N / F NOW / FORMERLY
<u>C</u>	CE COEFFICIENT OF RUN-OFF	NFA	NET FLOOR AREA
C	COMPACT SPACE	N #	NUMBER
CB	CATCH BASIN / CHORD BEARING	NBL	NORTH BOUND LANE
CC	CENTER TO CENTER	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
CFS (Q)	CUBIC FEET PER SECOND	<u>O</u>	OC ON CENTER
CHD	CHORD	OD	OUTSIDE DIAMETER
CG	CURB & GUTTER	OH	OVERHEAD
CIP	CAST IRON PIPE	<u>P</u>	P PERIMETER
CL	CENTERLINE	PC	POINT OF CURVATURE
CMP	CORRUGATED METAL PIPE	PCC	POINT OF COMPOUND CURVATURE
CONC	CONCRETE	PCEP	POINT OF CURVE EDGE OF PAVEMENT
CO	CLEAN OUT	PCTP	POINT OF CURVATURE TOP OF CURB
COE	US ARMY CORPS OF ENGINEERS	PFM	PUBLIC FACILITIES MANUAL
CONT	CONTINUATION	PG	PAGE
CT	COURT	PGL	PROFILE GRADE LINE
<u>D</u>	D DEPTH	PI	POINT OF INTERSECTION
DA	DRAINAGE AREA	PROP	PROPOSED (SHALL MEAN "NEW" ON THESE CONTRACT DOCUMENTS)
DB	DEED BOOK	PSF	POUNDS PER SQUARE FOOT
DE	DELTA	PST	POUNDS PER SQUARE INCH
DES	DEPARTMENT OF ENVIRONMENTAL SERVICES	PVC	POLYVINYL CHLORIDE PIPE
DET	DETAIL	<u>Q</u>	Q (C.F.S) AMOUNT OF RUN-OFF
DEQ	DEPARTMENT OF ENVIRONMENTAL QUALITY	<u>R</u>	R RISER
DI	DROP INLET	RAD	RADIUS
DIP	DUCTILE IRON PIPE (MIN. CLASS 52)	RC	REINFORCED CONCRETE PIPE
DM	DROP MANHOLE	RD	ROAD
DR	DRIVE	RET	RETAINING
DPWES	DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES	REV	REVISION
DWG/DRWG	DRAWING	RR	RAILROAD
DW	DRIVEWAY	RTE	RTE = ROUTE
DS	DOWNSPOUT	R/W	RIGHT-OF-WAY
<u>E</u>	EC EROSION CONTROL	RG	ROUGH GRADE PLAN
ESMT	EASEMENT	<u>S</u>	S SANITARY
EG	EDGE OF GUTTER	SBL	SOUTH BOUND LANE
EGL	ENERGY GRADE LINE	SD	SUBDIVISION
ELEV	ELEVATION	SECT	SECTION
EP	EDGE OF PAVEMENT	SEW	SEWER
ES	END OF SECTION	SP	SITE PLAN
EW	END WALL	SPEC	SPECIFICATION
EX	EXISTING OR EXIST	STA	STATION
ELEC	ELECTRICAL	STD	STANDARD
EBL	EAST BOUND LANE	STK	STACK
<u>F</u>	FAR FLOOR AREA RATIO	STM	STORM
FC	FACE OF CURB	SW	SIDEWALK
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	SQ	SQUARE
FEMA	FEDERAL EMERGENCY MANAGEMENT ASSOCIATION	SS	SANITARY SEWER
FF	FIRST FLOOR OF FINISHED FLOOR	SHC	SEWER HOUSE CONNECTION (LATERAL)
FL	FINISHED GRADE	<u>T</u>	T TANGENT
FL	FLORIDA	TB	TEST BORE
FH	FIRE HYDRANT	TC	TOP OF CURB
FOY	FOYER	TELE	TELEPHONE
FP	FLOOD PLAN	TP	TEST PIT
FT	FEET	TOB	TOP OF BANK
FS	FIRE SERVICE	TW	TOP OF WALL
FHA	FEDERAL HOUSING ACT	<u>U</u>	UD UNDERDRAIN
FHAAG	FEDERAL HOUSING ACT ACCESSIBILITY GUIDANCE	UG	UNDERGROUND
FUT	FUTURE	UL	UPPER LEVEL
<u>G</u>	G GAS	UP	UTILITY POLE
GFA	GROSS FLOOR AREA	<u>V</u>	V VELOCITY
Gr.	GRADE	VF	VERTICAL FOOT
GR	GUARD RAIL	<u>W</u>	W / M WATER MAIN
GF	GARAGE FLOOR	WSEL	WATER SURFACE ELEVATION
GW	GUY WIRE	WBL	WEST BOUND LANE
<u>H</u>	HA HECTARE	WHC	WATER HOUSE CONNECTION
HC	HANDICAPPED PARKING SPACE	<u>Y</u>	Y1 YARD INLET
HGL	HYDRAULIC GRADE LINE	YR	YEAR
HP	HIGH POINT	<u>Z</u>	Z SIDE SLOPES
HR	HAND RAIL (FDOT STANDARD)	Z.O.	ZONING ORDINANCE
HT	HEIGHT		
HDPE	HIGH DENSITY POLYETHYLENE PIPE		
<u>I</u>	I RAINFALL INTENSITY		
ID	INSIDE DIAMETER		
IN	INCH		
INV	INVERT		
IP	IRON PIPE		
IPF	IRON PIPE FOUND		
IPC	INTERNATIONAL PLUMBING CODE		

	EXISTING	PROPOSED (NEW)
STORM SEWER	EX 15"RCP	15"RCP
SANITARY SEWER	8"S	8"S
WATERLINE	8"W	8"W
UNDERGROUND TELEPHONE LINE	T	
UNDERGROUND ELECTRICAL LINE	E	
OVERHEAD TELEPHONE	OHT	
OVERHEAD WIRES	OHW	
OVERHEAD ELECTRIC	OHE	
GAS LINE	2"G	
INTERMEDIATE CONTOUR	32	22
INDEX CONTOUR	30	20
EDGE OF PAVEMENT	EP	EP
CURB AND GUTTER		SPLIT/REVERSE
PROPERTY LINE		
EASEMENT LINE		
CENTERLINE		
WATER SURFACE CONDUIT		
DOOR ENTRANCE/EXIT	△	▲
TREE DRIP LINE		
TREE	15" OAK	+
FLOW LINE		
FENCELINE	x x x	x x
ACCESSIBLE RAMP (FDOT STD.)		
ACCESSIBLE ROUTE		
SPECIAL PAVING OR BRICK SIDEWALK		
RETAINING WALL		
SANITARY SEWER W/MANHOLE	8"S	8"SAN
RIP RAP		
BENCHMARK		BM #1 TRV #1 ELEV=101.62
STORM SEWER MANHOLE	Ⓢ	●
STORM DRAIN STRUCTURE	Ⓢ	Ⓢ
YARD INLET	Ⓢ	Ⓢ
SD STRUCTURE LBL	D 00	D 00
SANITARY MANHOLE	Ⓢ	●
SANITARY STRUCTURE LBL	S 00	S 00
SANITARY CLEANOUT	C.O.	C.O.
WATER MANHOLE	Ⓢ	●
FIRE HYDRANT	OR	●
FIRE DEPARTMENT CONNECTION	Y	FDC
VALVE	Ⓢ	●
WATER METER	Ⓢ	●
REDUCER	Ⓢ	●
TEE	Ⓢ	Ⓢ
CROSS	Ⓢ	Ⓢ
BENDS	Ⓢ	Ⓢ
TEL MANHOLE	Ⓢ	
ELEC MANHOLE	Ⓢ	
STREET LIGHT	OR	OR
UTILITY POLE	OR	●
GUY WIRE	●	●
GAS MANHOLE	●	●
GAS VALVE	●	●
SPOT ELEVATION	+ 00.0	+ 00.00
SOIL BORING		SB
TEST PIT		TP
VEHICLES PER DAY COUNT		000
STREET NAME SIGN	+	●
STOP SIGN	+	●
PARKING TABULATION	4	4
PARKING METER	Ⓢ	Ⓢ
DUMPSTER	D	D
TRANSFORMER	T	T

DRAWN BY:	AGS
DESIGNED BY:	RJB
DATE ISSUED:	07/10/2024
DWG. SCALE:	N/A
VIKA NO.	VS24067A
SHEET NO.	MN-2





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POST-APPROVAL SHEET STATUS	DATE
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PROFESSIONAL SEAL

Ronald
Bongiovanni
i, PE


799 LEONARD C. TAYLOR PKWY
GREEN COVE SPRINGS, FLORIDA

DRAWN BY:	AGS
DESIGNED BY:	RJB
DATE ISSUED:	07/10/2024
DWG. SCALE:	1" = 30'
VIKA NO.	VS24067A
SHEET NO.	L.01



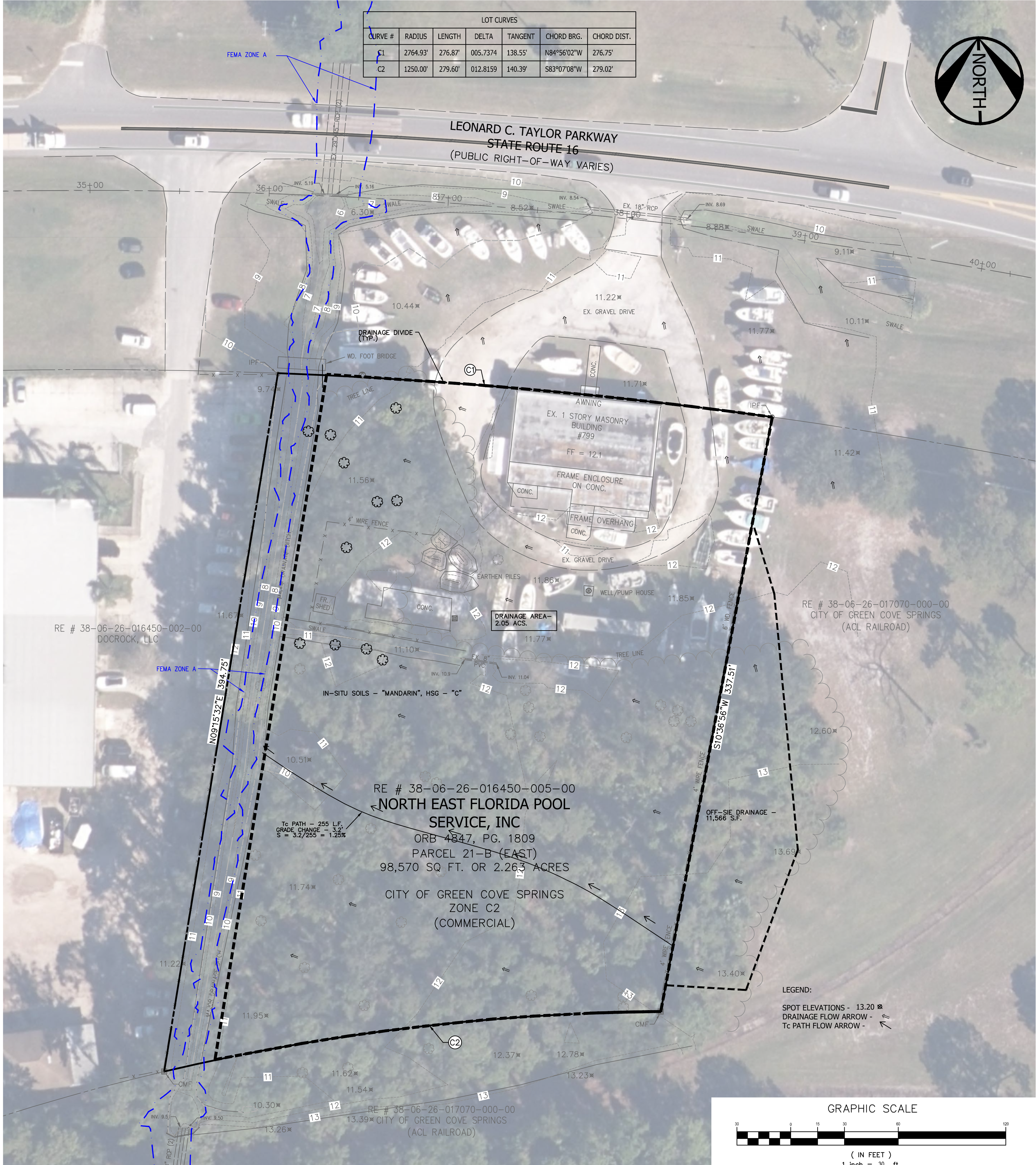
PLACE TREE PROTECTION BARRIER AROUND ALL TREES SHOWN
TO REMAIN WITHIN CONSTRUCTION AREAS

 = TREE PROTECTION BARRIER
SEE DETAIL THIS SHEET

 = EXISTING TREE DBH 12" OR >
TO BE REMOVED

Tag	Tree ID	Saved Tree Multiplier
5101	36in Gum	36
5102	24in Gum	
5104	18in Gum	9
5106	24in Oak	30
5107	24in Oak	30
5108	32in Oak	48
5109	14in-22in-36in-28in Oak	134
5111	24in Oak	30
5116	20in Oak	25
5117	18in Oak	18
5118	20in Oak	25
5119	13in Oak	
5120	18in Maple	
5125	12in Gum	
5127	14in Gum	
5131	14in Oak	
5134	12in Gum	
5135	13in Gum	
5136	12in Gum	
5137	15in Oakak	
5142	18in Gum	
5143	12in Gum	
5147	14in Gum	
5156	12in Gum	
5160	12in Gum	
5162	12in Oak	
5168	12in Magnolia	
5184	14in Gum	
5187	13in Magnolia	
5191	26in Oak	
5192	14in Oak	
5196	11in Laurel	
5197	18in Gum	
5199	12in Laurel	
5201	12in Gum	
5202	32in Oak	48
	Total Tree Diameter =	644
	Total Removed =	359
	Total Saved =	433





PRE-DEVELOPMENT DRAINAGE DATA:

BACKGROUND:
THE EXISTING SITE IS, PRESENTLY, DEVELOPED AS A RETAIL STORE WITH GRAVEL DRIVEWAY AND PARKING AREA. EXISTING BUILDING AND PAVEMENT SHALL BE DEMOLISHED AND REMOVED. NO EXISTING SITE IMPROVEMENT ARE TO REMAIN.

THE SITE STORMWATER RUN-OFF FLOWS EAST TO WEST AND INTO THAT CONVEYS STORMWATER RUN-OFF SOUTH TO NORTH, ACROSS A MAJOR DRAINAGE DITCH EXIST ALONG THE WEST SIDE OF THE LOT THAT CONVEYS STORMWATER RUN-OFF SOUTH TO NORTH, ACROSS S.R. 16 AND, ULTIMATELY, DISCHARGES FLOWS INTO THE ST. JOHNS RIVER.

EXISTING SITE:
SITE AREA - 98,838 S.F. = 2.269 ACRES
EXISTING BUILDINGS (TO BE DEMOLISHED) - 6,274 S.F.
EXISTING DRIVEWAY/PARKING (TO BE DEMOLISHED) - 4,475 S.F.
EXISTING ROOF OVERHANG, SIDEWALK (TO BE DEMOLISHED) - 1,211 S.F.
TOTAL EXIST. IMPERVIOUS/SEMI IMPERVIOUS - 7,485 S.F.
TOTAL EXIST. PERVIOUS - 88,878 S.F.
PER-CENT IMPERVIOUS - 32.8%
ON-SITE DRAINAGE AREA - 89,208 S.F.
OFF-SITE DRAINAGE AREA - 11,566 S.F.

Cn (SCS CURVE NUMBER)
IN-SITU SOILS - "MANDARIN", HSG - "C"
Cn - OPEN SPACE (FAIR CONDITION) - SCS Cn - 79
Cn - IMPERVIOUS AREAS (ROOF AND SIDEWALKS) - 98
Cn - SEMI IMPERVIOUS AREAS (GRAVEL ROADS) - 89
WEIGHTED Cn = (98)(11,960) + (79)(88,878)/98,838 = 83

VKA
ENGINEERING SURVEYING/GEOMATICS
LANDSCAPE ARCHITECTURE PLANNING
VKA SOUTH, LLC
2720 PARK STREET, SUITE 222
JACKSONVILLE, FL 32205
PHONE: (904) 466-6929

Our Site Set on the Future.

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PLAN STATUS	DATE
1st. Sub.	07/10/24
2nd. Sub.	10/22/24
ADDR. COMMENTS	11/05/24

POST-APPROVAL SHEET STATUS	DATE
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PROFESSIONAL SEAL

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY RONALD J. BONGIOVANNI, PE #24255 ON THE DATE 11/05/2024. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND SIGNATURES MUST BE VERIFIED ON ANY ELECTRONIC DOCUMENT.

Ronald Bongiovan ni, PE
Digitally signed by Ronald Bongiovan ni, PE
Date: 2024.12.03 14:18:19 -0500

SITE ENGINEERING FOR
N.E. FLORIDA POOL
SERVICES, INC
799 LEONARD C. TAYLOR PKWY
GREEN COVE SPRINGS, FLORIDA

PRE-DEVELOPMENT
DRAINAGE PLAN

DRAWN BY:	AGS
DESIGNED BY:	RJB
DATE ISSUED:	07/10/2024
DWG. SCALE:	1" = 30'
VKA NO.	VS24067A
SHEET NO.	C.01

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1st. Sub.	07/10/24
2nd. Sub.	10/22/24
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POST-APPROVAL SHEET STATUS	DATE
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DRAINAGE PIPE TABLE	
P-1	CONSTRUCT 93 LF ~ 15" HDPE @ SLOPE = 0.19%
P-2	CONSTRUCT 127 LF ~ 15" HDPE @ SLOPE = 0.19%
P-3	CONSTRUCT 87 LF ~ 15" HDPE @ SLOPE = 0.19%
P-4	CONSTRUCT 87 LF ~ 15" HDPE @ SLOPE = 0.19%
P-5	CONSTRUCT 93 LF ~ 18" HDPE @ SLOPE = 0.15%
P-6	CONSTRUCT 45 LF ~ 18" HDPE @ SLOPE = 0.15%
P-7	CONSTRUCT 37 LF ~ 15" RCP @ SLOPE = 1.35%

STRUCTURE	TYPE	GRATE / RIM ELEVATION	INVERT ELEVATIONS			
			NORTH	EAST	WEST	SOUTH
S-1	TYPE "C" INLET	12.00				8.52
S-2	TYPE "C" INLET	12.00	8.34		8.34	8.09
S-3	TYPE "C" INLET	12.00	8.58	8.58		8.58
S-4	TYPE "C" INLET	12.00	8.75			
S-5	TYPE "C" INLET	12.00				8.75
S-6	TYPE "C" INLET	12.00	7.95			7.95
S-7	15" MES				7.88	
S-8	CONTROL STR. (SEE DETAIL)				9.50	
S-9	15" MES				9.43	

POST-DEVELOPMENT SITE DATA:

CONSTRUCTION LIMITS AREA - 2.05 ACS. = 89,290 S.F.
NEW BUILDING AREA - 12,000 S.F.
NEW SIDEWALK AREA - 2,904 S.F.
NEW PAVEMENT/CURB AREA - 30,941 S.F.
IMPERVIOUS AREA - 57,610 S.F.
PERVIOUS AREA - 31,680 S.F.
PER-CENT IMPERVIOUS - 50%

LEGEND:

FINAL PVMT/CURB GRADES

FINAL PVMT GRADE

HIGH POINT

The diagram illustrates a sag vertical curve. A horizontal line represents the ground surface, with two points marked: 'H.P.' (Horizontal Point of Intersection) at the left and 'TOP OF CURB' at the right. A vertical curve is shown below the ground surface, starting at 'H.P.' and ending at 'TOP OF CURB'. The curve is a parabola opening upwards. The elevation at 'H.P.' is 12.50, and the elevation at 'TOP OF CURB' is 13.00. The vertical curve is labeled 'FINAL PVMT GRADE'.

GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

PROFESSIONAL SEARCH

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
RONALD J. BONGIOVANNI, PE #24255 ON THE DATE
ADJACENT TO THE SEAL.
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ANY ELECTRONIC DOCUMENT.

Ronald
Bongiovanni,
PE

Digitally signed by
Ronald Bongiovanni
PE
Date: 2024.12.02
14:20:14 -0500

SITE ENGINEERING FOR
N.E. FLORIDA POOL
SERVICES, INC

799 LEONARD C. TAYLOR PKWY
GREEN COVE SPRINGS, FLORIDA

POST DEVELOPMENT DRAINAGE PLAN

DRAWN BY:	AGS
DESIGNED BY:	RJB
DATE ISSUED:	07/10/2024
DWG. SCALE:	1" = 30'
VIKA NO.	VS24067A
SHEET NO.	C.02

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[illegible]

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RONALD J. BONGIOVANNI, PE #24255 ON THE DATE
ADJACENT TO THE SEAL.
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Ronald
Bongiovanni,
PE

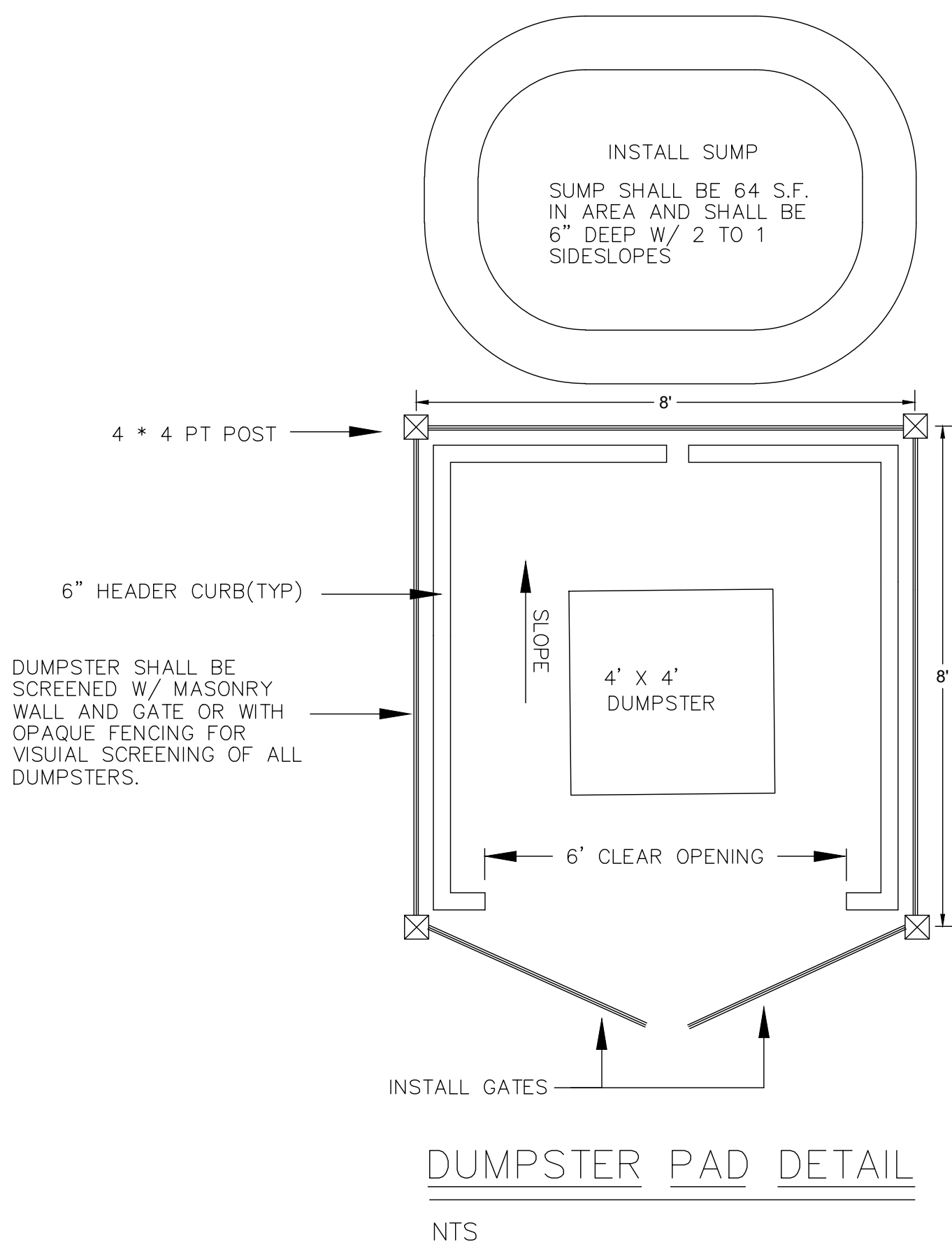
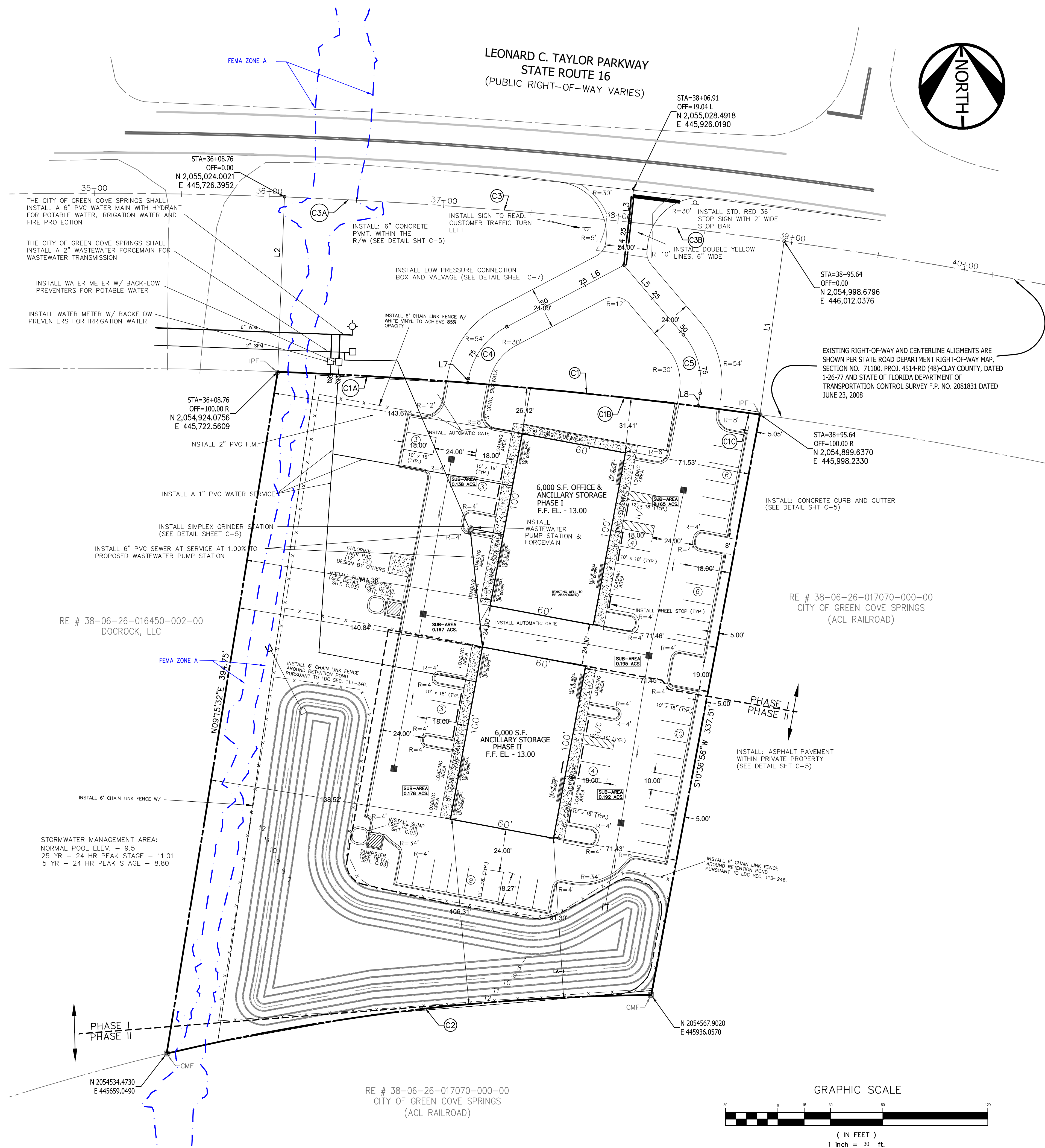
Digitally signed by
Ronald Bongiovanni,
PE
Date: 2024.12.02
14:20:59 -0500

SITE ENGINEERING FOR
N.E. FLORIDA POOL
SERVICES, INC

799 LEONARD C. TAYLOR PKWY
GREEN COVE SPRINGS, FLORIDA

GEOMETRY/UTILITIES PLAN

DRAWN BY:	AGS
DESIGNED BY:	RJB
DATE ISSUED:	07/10/2024
DWG. SCALE:	1" = 30'
VIKA NO.	VS24067A
SHEET NO.	C.03



PAVING:

ALL PAVEMENT INSTALLED WITHIN THE FDOT R/W
SHALL BE CONCRETE (SEE DETAIL SHEET C-5)

ALL PAVEMENT INSTALLED ON PRIVATE PROPERTY
SHALL BE ASPHALT (SEE DETAIL SHEET C-5)

ALL CURB & GUTTER SHALL BE STANDARD (DUMP)
SHALL BE SHALL BE ASPHALT (SEE DETAIL SHEET C-5)

ALL PAVEMENT DIMENSIONS ARE FROM FACE OF CURB

SITE DATA:

LOT AREA - 2.26 ACS.

MAXIMUM ALLOWABLE BUILDING COVERAGE – 35%

ACTUAL BUILDING COVERAGE – 12.2%

MAXIMUM BUILDING HEIGHT – 35'

PARKING:

MINIMUM REQUIRED PARKING SPACES:

(1) PARKING SPACE PER 250 S.F. OF BUILDING AREA

MINIMUM REQUIRED PARKING SPACES:

12,000 S.F. BUILDING AREA/250 S.F./SPACE

PARKING SPACES PROVIDED – 48 SPAC

BUILDING SET-BACKS: FRONT - 25'

REAR - 10°
SIDE - NONE

SIDE = NONE

CONSTRUCTION AREA - 1.91 ACS.

CURVE TABLE						
CURVE #	RADIUS	LENGTH	DELTA	TANGENT	CHORD BRG.	CHORD DIST.
C1	2764.93'	276.87'	005.7374	138.55'	S84°56'02"E	276.75'
C1A	2764.93'	108.80'	002.2546	54.41'	S86°40'31"E	108.79'
C1B	3099.33'	132.49'	002.4493	66.26'	S84°16'44"E	132.48'
C1C	2791.68'	35.58'	000.7303	17.79'	S82°02'53"E	35.58'
C3	2864.93'	286.68'	005.7374	143.56'	S84°56'02"E	286.76'
C3A	2864.93'	197.79'	003.9555	98.93'	S85°49'29"E	197.75'
C3B	2864.93'	89.10'	001.7819	44.55'	S82°57'22"E	89.09'
C5	42.00'	35.88'	048.9428	19.12'	S16°00'20"E	34.80'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N07°56'05"E	100.00'
L2	N02°11'51"E	100.00'
L3	N07°14'58"E	19.04'
L4	N07°14'58"E	24.82'
L5	S40°28'37"E	52.35'
L6	N62°17'19"E	75.79'
L7	N10°34'38"E	2.54'
L8	N08°27'57"E	7.23'

GRAPHIC SCALE

(IN FEET)
1 inch = 30



ENGINEERING SURVEYING/GEOMATICS
LANDSCAPE ARCHITECTURE PLANNING

VIKA SOUTH, LLC

2720 PARK STREET, SUITE 222

JACKSONVILLE, FL 32205

PHONE: (904) 466-6929

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PLAN STATUS

1st. Sub.
2nd. Sub.
ADDR. COMMENTS

DATE

07/10/24
10/22/24
11/05/24

POST-APPROVAL SHEET STATUS

DATE

PROFESSIONAL SEAL

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY RONALD A. BONGIOVANNI, PE #24255 ON THE DATE 07/10/2024. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND SIGNATURES MUST BE VERIFIED ON ANY ELECTRONIC DOCUMENT.

Ronald
Bongiova
nni, PE

Digitally signed
by Ronald A.
Bongiovanai, PE
Date: 2024.07.10
14:21:39 -05'00'

SITE ENGINEERING FOR N.E. FLORIDA POOL SERVICES, INC

799 LEONARD C. TAYLOR PKWY
GREEN COVE SPRINGS, FLORIDA

DRIVEWAY PLAN

DRAWN BY:

ACS

DESIGNED BY:

ACS

DATE ISSUED:

07/10/2024

DWG.

SCALE:

1" = 30'

VIKA

VS24067A

SHEET

C.04

CURVE TABLE						
CURVE #	RADIUS	LENGTH	DELTA	TANGENT	CHORD BRG.	CHORD DIST.
C1	2764.93'	276.87'	005.7374	138.55'	S84°56'02"E	276.75'
C1A	2764.93'	108.80'	002.2546	54.41'	S86°40'31"E	108.79'
C1B	3099.33'	132.49'	002.4493	66.26'	S84°16'44"E	132.48'
C1C	2791.68'	35.58'	000.7303	17.79'	S82°02'53"E	35.58'
C3	2864.93'	286.88'	005.7374	143.56'	S84°56'02"E	286.76'
C3A	2864.93'	197.79'	003.9555	98.93'	S85°49'29"E	197.75'
C3B	2864.93'	89.10'	001.7819	44.55'	S82°57'22"E	89.09'
C5	42.00'	35.88'	048.9428	19.12'	S16°00'20"E	34.80'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N07°56'05"E	100.00'
L2	N02°11'51"E	100.00'
L3	N07°14'58"E	19.04'
L4	N07°14'58"E	24.82'
L5	S40°28'37"E	52.35'
L6	N62°17'19"E	75.79'
L7	N10°34'38"E	2.54'
L8	N08°27'57"E	7.23'

GENERAL NOTES:

ALL WORK PERFORMED WITHIN THE ROW SHALL CONFORM TO THE FOLLOWING:
STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
FDOT STANDARDS (2024)
FDOT PLANS PREP MANUAL
FDOT FLEXIBLE PAVEMENT DESIGN MANUAL FOR NEW CONSTRUCTION AND PAVEMENT REHABILITATION. ALL LATEST VERSIONS SHALL APPLY.

SHOULD A CONFLICT ARISE BETWEEN THE DETAILS SHOWN IN THE PLANS AND THE DEPARTMENT OF TRANSPORTATION STANDARDS THE ENGINEER/PERMITEE SHALL IMMEDIATELY CONFER WITH THE DEPARTMENT'S ENGINEER IN ORDER TO RESOLVE THE DISCREPANCY. IN NO CASE WILL ANYTHING LESS THAN THE DEPARTMENT'S MINIMUM STANDARD BE ALLOWED.
ALL TRAFFIC STRIPING AND MARKING ARE TO BE LEAD-FREE, NON-SOLVENT BASED THERMOPLASTIC.
REMOVAL OF EXISTING STRIPING SHALL BE ACCOMPLISHED USING THE "HYDRO-BLAST" METHOD.

ALL DISTURBED AREA WITH THE RIGHT OF WAY WILL BE RESTORED TO ORIGINAL OR BETTER CONDITION BY GRADING AND SODDING THE AREA DISTURBED (BERMUDA IN RURAL, CENTIPEDE IN UTILITY STRIPS).

DETECTABLE WARNING TEXTURES ON SURFACES SHALL CONSIST OF EXPOSED AGGREGATE CONCRETE. CUSHIONED SURFACES MADE OF RUBBER OR PLASTIC RAISED STRIPS OR GROOVES. TEXTURES SHALL CONTRAST WITH THAT OF THE SURROUNDING SURFACE. RAISED STRIPS OR GROOVES SHALL COMPLY WITH THE CURRENT ISSUE OF FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.
(REQUIRED WHEN ENTERING HAZARDOUS V.U.A. AND ALL RAMPS)

NO EXISTING OR PROPOSED JOINT ACCESS OR CROSS ACCESS CONNECTION FEATURES

MAINTENANCE OF TRAFFIC:

SEE FDOT INDEX 102-603 - "TWO-LANE, TWO-WAY" WORK WITHIN THE TRAVEL WAY MEDIAN OR OUTSIDE LANE"

LANE CLOSURE RESTRICTIONS FOR SR-16:
EASTBOUND TRAVEL LANES:

NO LANE CLOSURES ALLOWED FROM 2:00 PM TO 8:00 PM MONDAY THRU SUNDAY WHEN WORKING GREATER THAN 600' FROM A TRAFFIC SIGNAL STOP BAR.

NO DOUBLE OR TRIPLE LANE CLOSURES ALLOWED.

ASPHALT PAVEMENT:

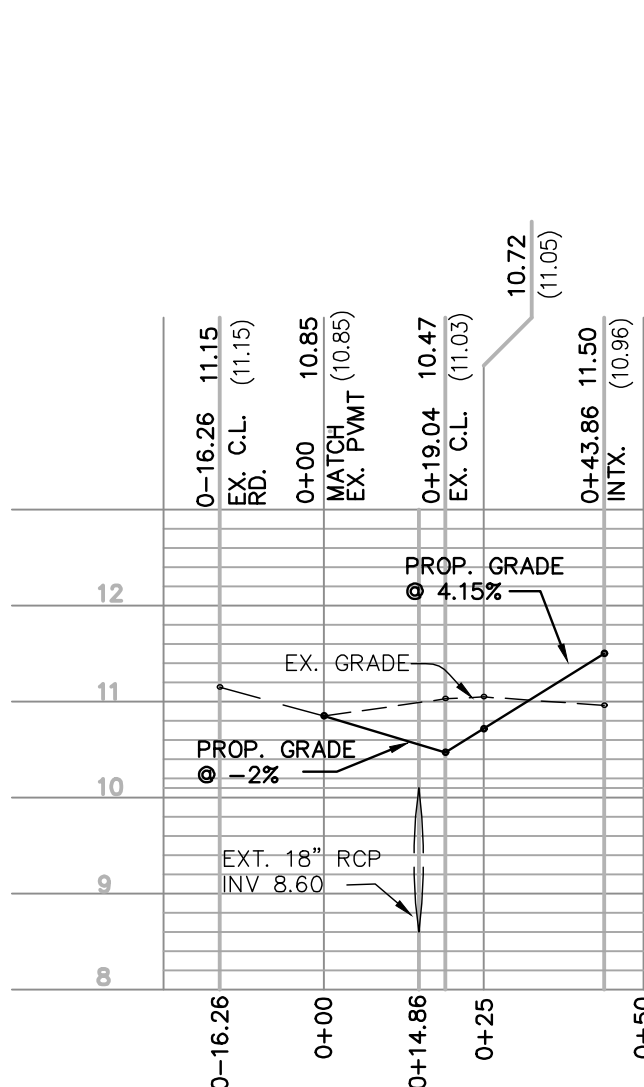
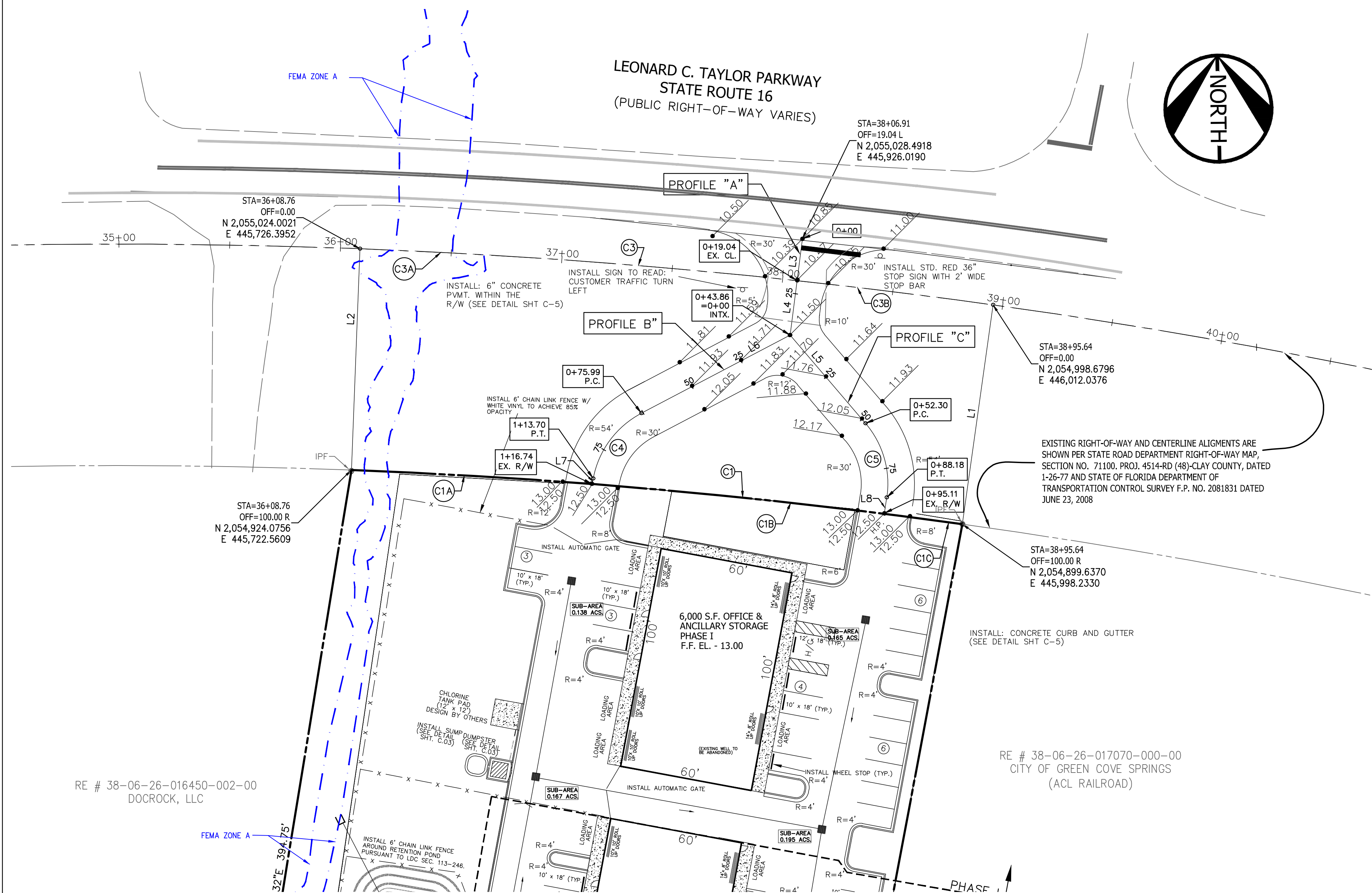
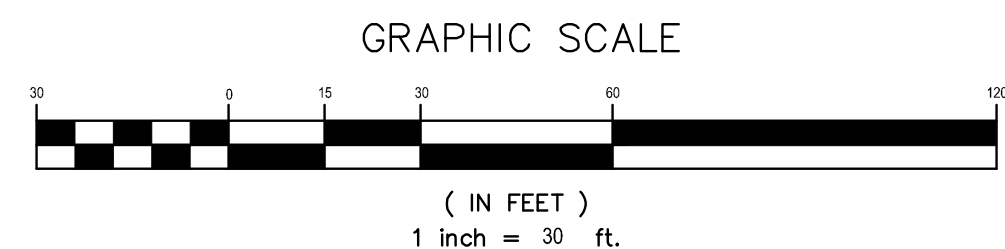
WITHIN PRIVATE PROPERTY - 1-1/2" S-1 ASPHALT
(SEE DETAIL SHT. C-7)

CONCRETE PAVEMENT:

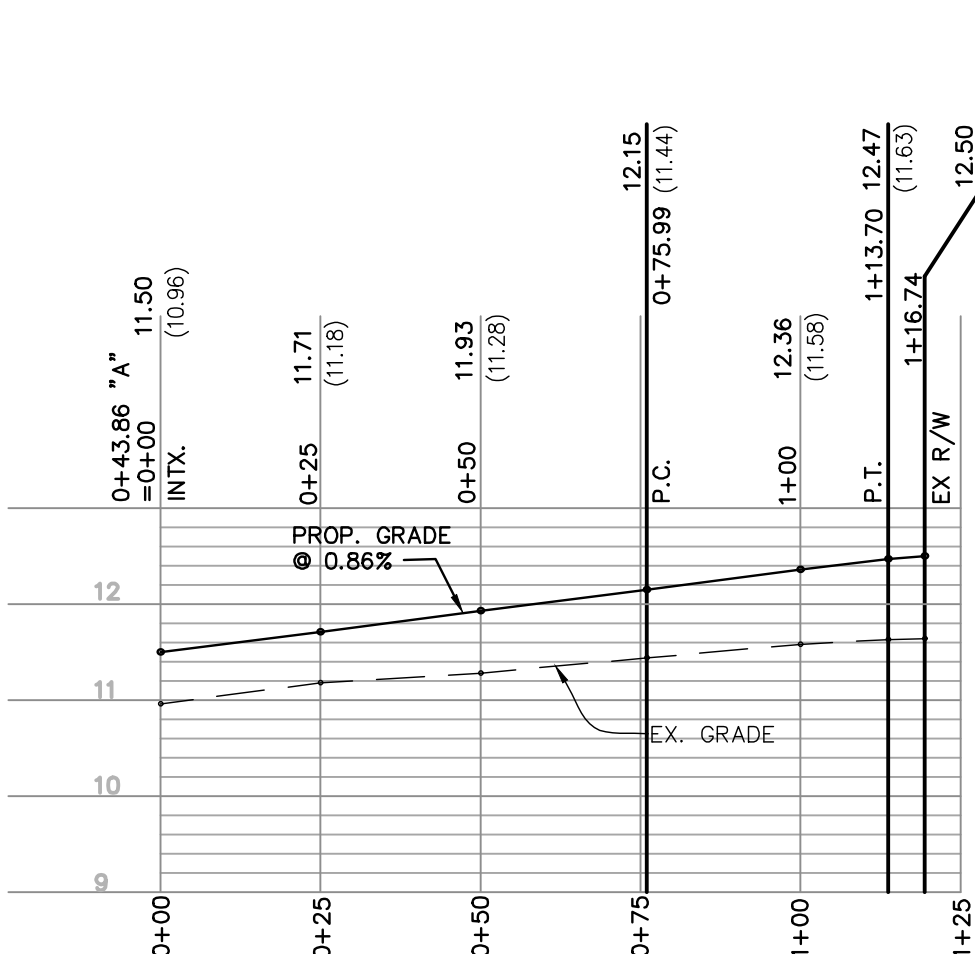
WITHIN FDOT R/W - 6" CONCRETE PAVT.
(SEE DETAIL SHT. C-7)

INSTALL TYPE CR-E CURB RAMPS
W/ DETECTABLE WARNING
PER FDOT INDEX 522-002

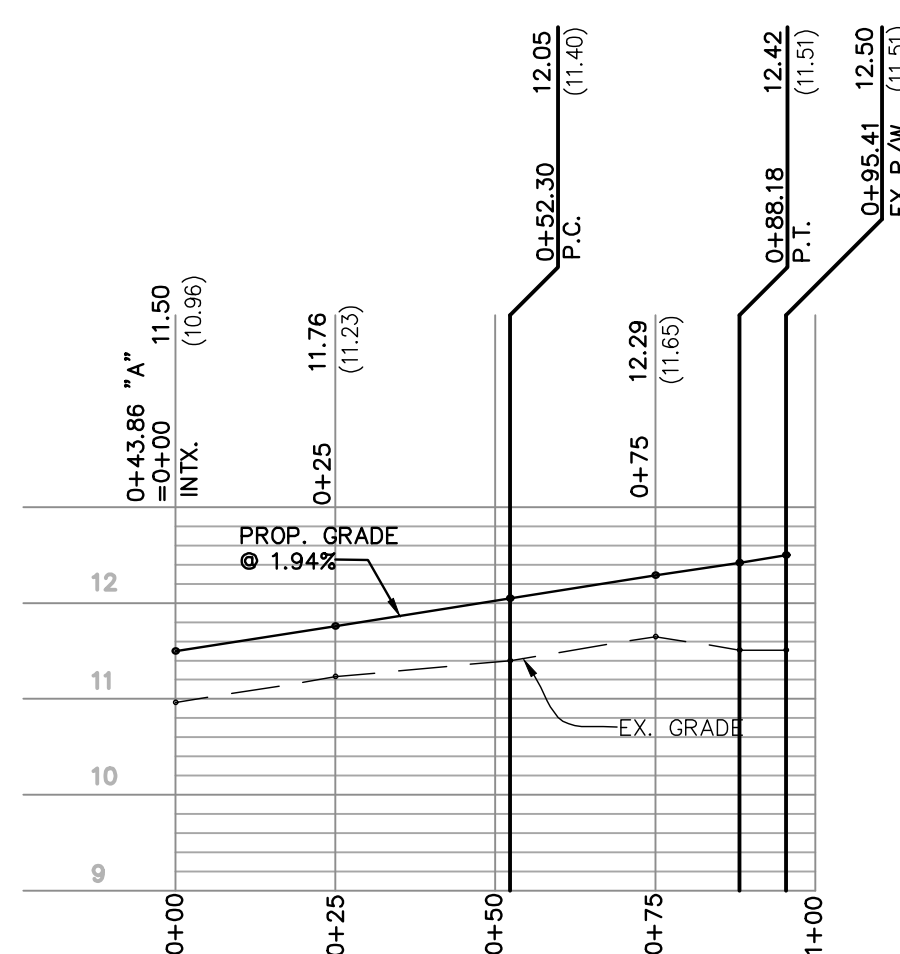
INSTALL 36" "STOP" SIGN AND STOP BAR
4' BEHIND EDGE OF PAVT.. NEW SIGN, POST,
SLIP BASE AND FOUNDATION SHALL BE
IN ACCORDANCE WITH INDEX 700-010



PROFILE "A"
H: 1" = 30'
V: 1" = 2'



PROFILE "B"
H: 1" = 30'
V: 1" = 2'



PROFILE "C"
H: 1" = 30'
V: 1" = 2'





Our Site Set on the Future.

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POST-APPROVAL SHEET STATUS	DATE
-------------------------------	------

PROFESSIONAL SEAL

Ronald Bongiovanni, PE

799 LEONARD C. TAYLOR PKWY
GREEN COVE SPRINGS, FLORIDA

DRAWN BY:	AGS
DESIGNED BY:	RJB
DATE ISSUED:	07/10/2024
DWG. SCALE:	1" = 30'
VIA NO.	VS24067A
SHEET NO.	C.07

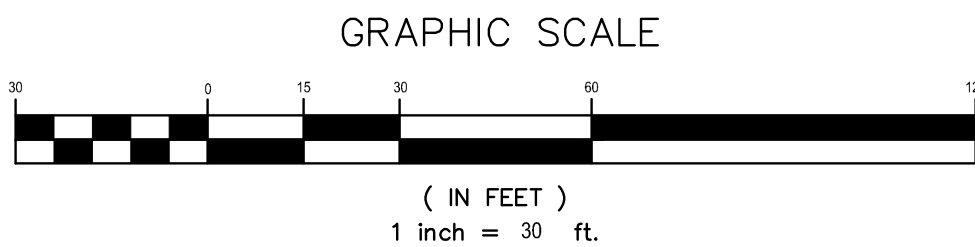


STABILIZED CONSTRUCTION ENTRANCE



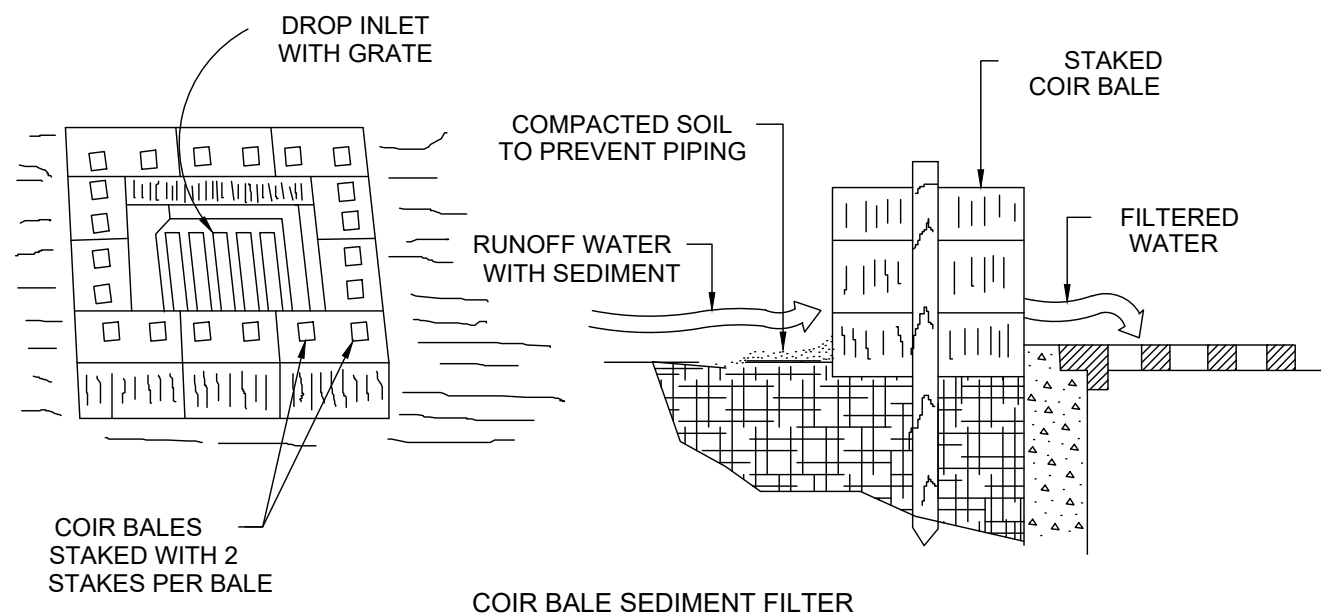
—S.F.— SILT FENCE

S.T.B.— STAKED TURBIDITY BARRIER (YELLOW)



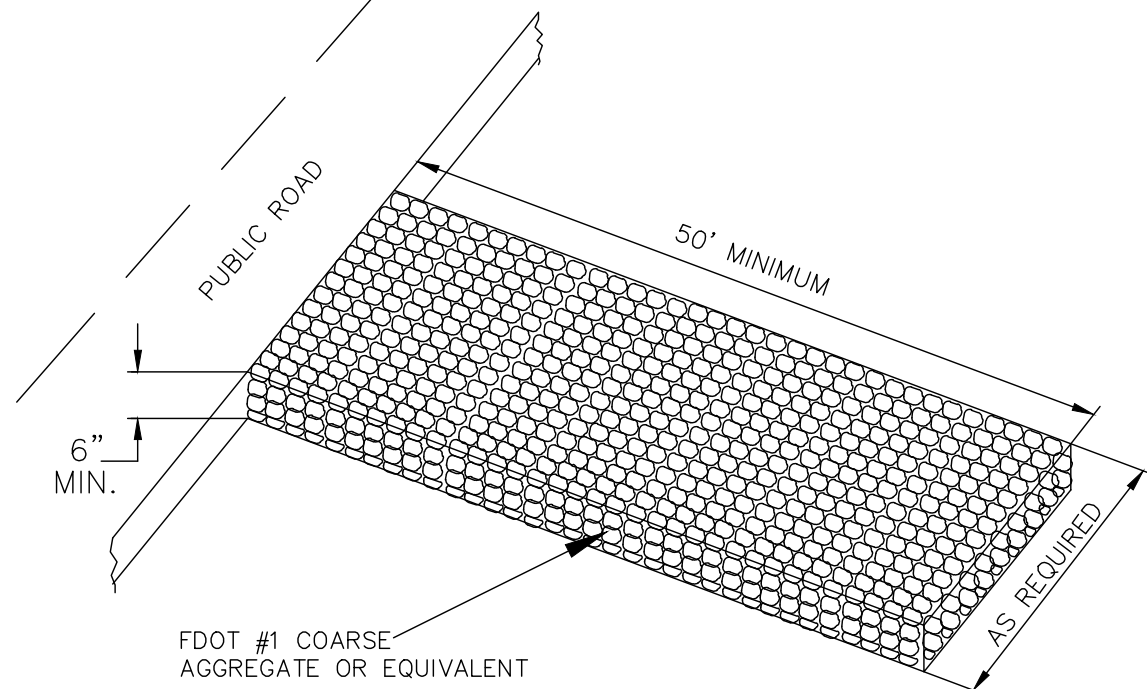
EROSION AND SEDIMENT CONTROL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE AND ASSURING PLANT ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.
2. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN THE SHOALS HAVE BEEN STABILIZED.
3. ADDITIONAL PROTECTION -- ON-SITE PROTECTION IN ADDITION TO THE ABOVE MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNUSUAL CONDITIONS OR ACCIDENTS.
4. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT THE TIME OF ACCEPTANCE.
5. WIRE MESH SHALL BE LAID OVER THE DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH 1/2-INCH OPENINGS SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED.
6. FDOT NO. 1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED IN D-3003. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIDES.
7. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONES MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.
8. BALES SHALL BE EITHER WIRE-BOUND OR STRING-TIED WITH THE BINDINGS ORIENTED AROUND THE SIDE RATHER THAN OVER AND UNDER THE BALES.
9. BALES SHALL BE PLACED LENGTHWISE IN A SINGLE ROW SURROUNDING THE INLET, WITH THE ENDS OF ADJACENT BALES PRESSED TOGETHER.
10. THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 8 INCHES. AFTER THE BALES ARE STAKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.
11. EACH BALE SHALL BE SECURELY ANCHORED AND HELD IN PLACE BY AT LEAST TWO STAKES OR REBARS DRIVEN THROUGH THE BALE.
12. LOOSE CORB SHOULD BE WEDGED BETWEEN BALES TO PREVENT WATER FROM ENTERING BETWEEN BALES.
13. COR BALE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
14. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BALES, END ROUNDS AND UNDERCUTTING BENEATH BALES.
15. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY.
16. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE COR BALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
17. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
18. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USEFUL LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
19. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE GRADE, PREPARED AND SEED.
20. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEED.
21. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED.
22. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO 1/3 THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
23. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATIONS AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT SPECIFICATIONS AND CRITERIA.
24. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL (REFER TO THE FLORIDA DEVELOPMENT MANUAL -- A GUIDE TO SOUND LAND AND WATER MANAGEMENT) FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (D.E.R.), CHAPTER 6.
25. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION SEE DETAIL SHEET FOR TYPICAL CONSTRUCTION.
26. ALL DISTURBED AREAS SHALL BE GRASSSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
27. SOD SHALL BE PLACED IN AREAS WHICH REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.
28. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION OR TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.
29. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE OF THE TOWNS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
30. ALL DISTURBED AREAS SHALL BE STABILIZED THROUGH COMPACTION, SILT SCREENS, HAY BALES, AND GRASSING. ALL FILL SLOPES 3:1 OR STEEPER TO RECEIVE STAKED SODS SHALL BE STABILIZED.
31. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND REMOVED ONLY WHEN AREAS HAVE BEEN STABILIZED.
32. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.
33. THE CONTRACTOR SHALL BE REQUIRED TO RESPOND TO ALL WATER MANAGEMENT DISTRICT INQUIRIES, RELATIVE TO COMPLIANCE OF S.W.P.M.D. FOR EROSION AND SEDIMENTATION.



SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPES NO GREATER THAN 5 PERCENT) WHERE SHEET OR OVERLAND FLOWS (NOT EXCEEDING 0.5 cfs) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS.

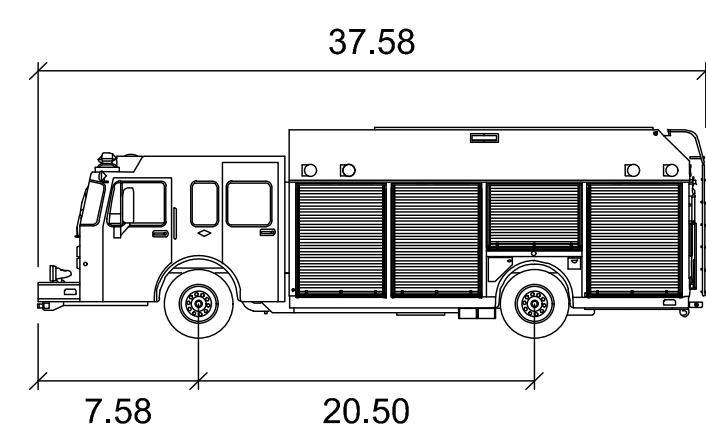
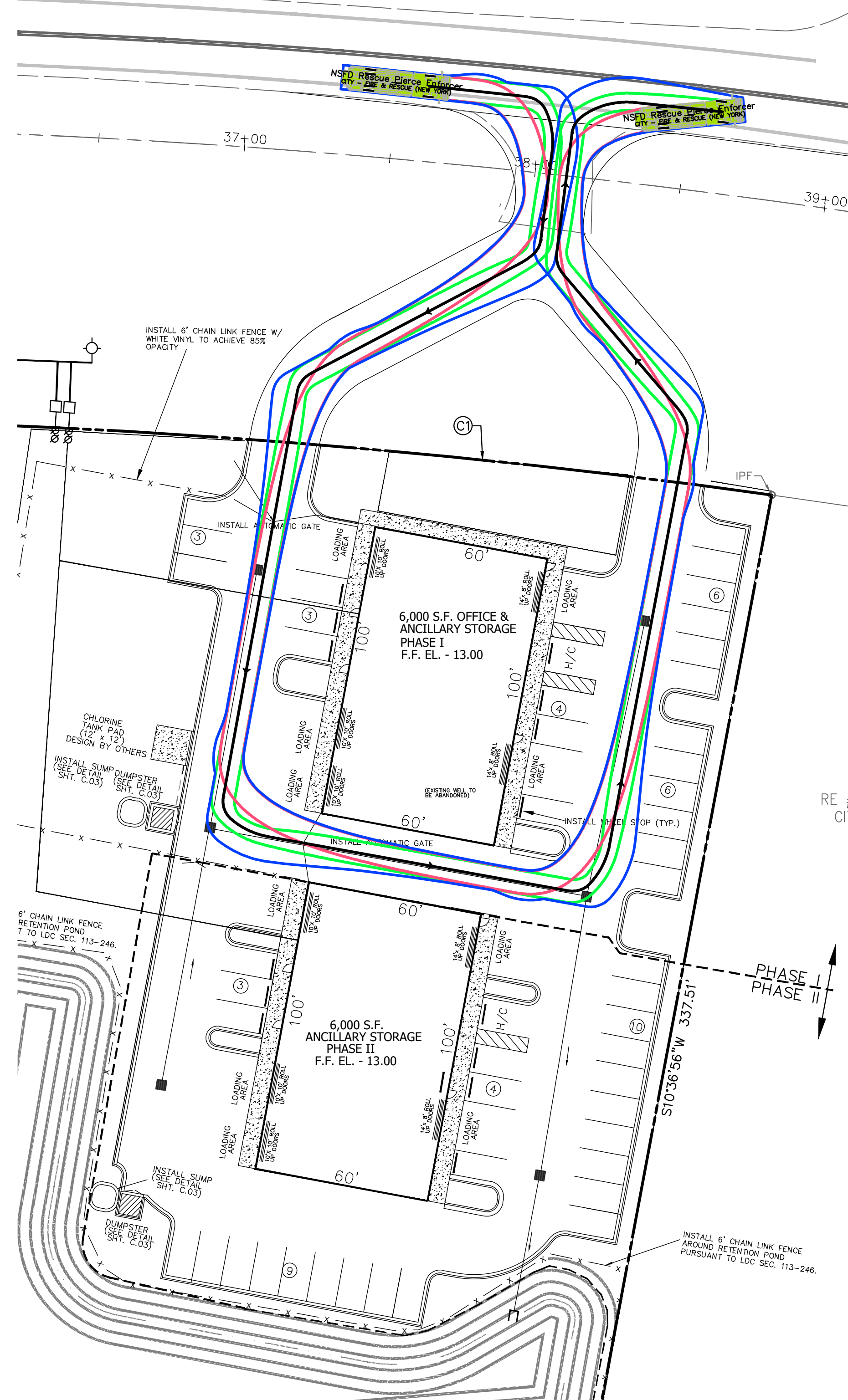


STABILIZED CONSTRUCTION ENTRANCE

N.T.S.

PHASE I - ENGINE 15

LEONARD C. TAYLOR PARKWAY
STATE ROUTE 16
(PUBLIC RIGHT-OF-WAY VARIES)

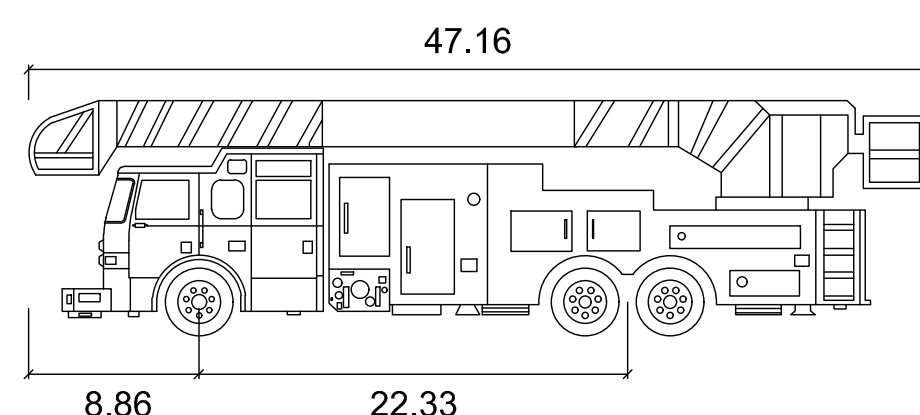
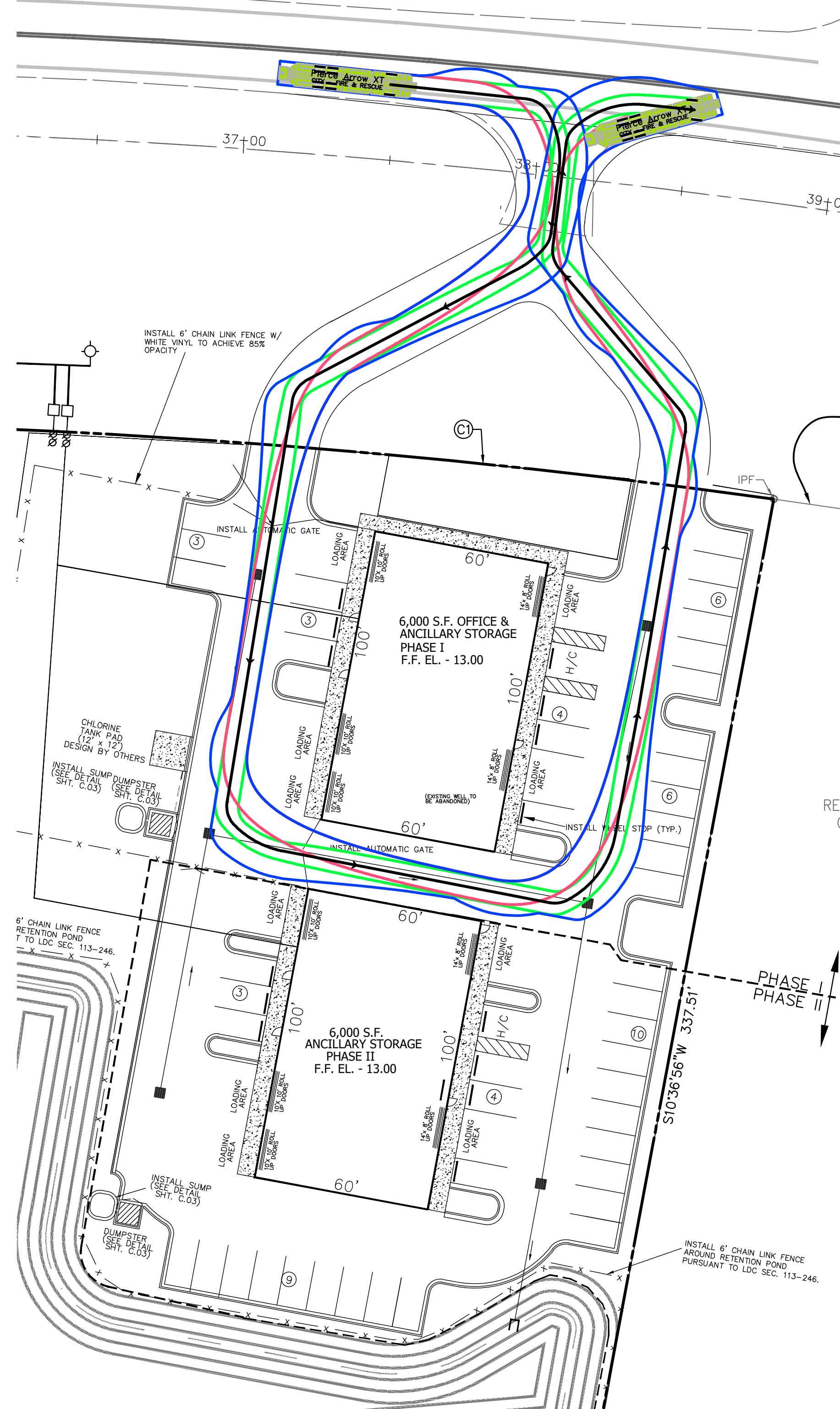


NSFD Rescue Pierce Enforcer

	feet
Width	: 8.33
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 50.0

PHASE I - LADDER

LEONARD C. TAYLOR PARKWAY
STATE ROUTE 16
(PUBLIC RIGHT-OF-WAY VARIES)



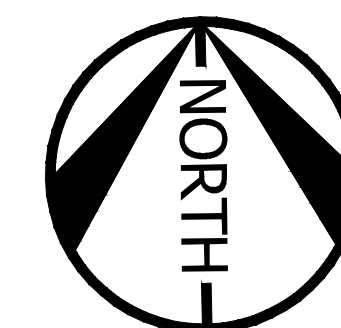
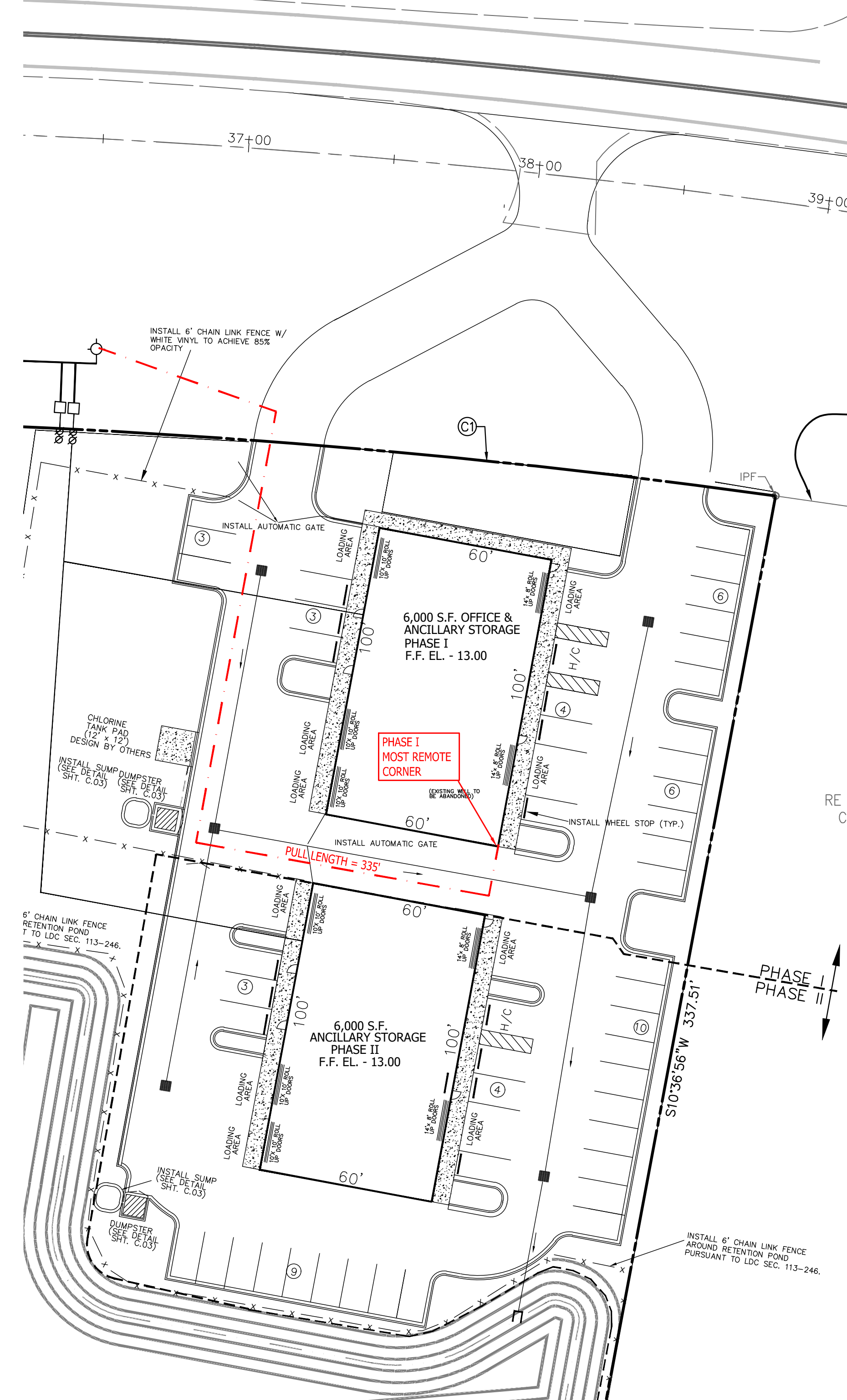
Pierce Arrow XT

	feet
Width	: 8.01
Track	: 8.01
Lock to Lock Time	: 6.0
Steering Angle	: 45.5

PHASE I

PULL LENGTH

LEONARD C. TAYLOR PARKWAY
STATE ROUTE 16
(PUBLIC RIGHT-OF-WAY VARIES)



ENGINEERING SURVEYING/GEOMATICS
LANDSCAPE ARCHITECTURE PLANNING
VIKA SOUTH, LLC
2720 PARK STREET, SUITE 222
JACKSONVILLE, FL 32205
PHONE: (904) 466-6929

Our Site Set on the Future.

THE INFORMATION, DESIGN, AND CONTENT OF THESE DRAWINGS AND/OR DOCUMENTS HERETO ARE PROPRIETARY TO VIKSA SOUTH, LLC AND CONSTITUTE ITS PROPRIETARY INTELLECTUAL PROPERTY. THESE DRAWINGS AND/OR DOCUMENTS MUST NOT BE DIGITALLY FORWARDED, SHARED OR COPIED, DIGITALLY CONVERTED, MODIFIED, OR USED FOR ANY DESIGN PURPOSE, IN ANY FORMAT, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM VIKSA SOUTH, LLC. VIOLATIONS MAY RESULT IN PROSECUTION. ONLY APPROVED, SIGNED AND SEALED PLANS OR DRAWINGS MAY BE UTILIZED FOR RECORDING AND/OR CONSTRUCTION PURPOSES.

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PLAN STATUS	DATE
1st. Sub.	07/10/24
2nd. Sub.	10/22/24
ADDR. COMMENTS	11/05/24

POST-APPROVAL SHEET STATUS	DATE
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PROFESSIONAL SEAL

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
RONALD J. BONGIOVANNI, PE #24255 ON THE DATE
ADJACENT TO THE SEAL.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED
SIGNED & SEALED AND SIGNATURES MUST BE VERIFIED ON
ANY ELECTRONIC DOCUMENT.

Ronald
Bongiovanni, PE

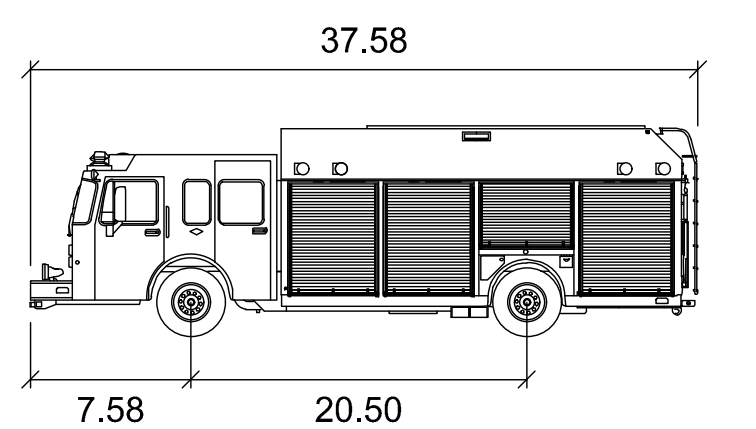
SITE ENGINEERING FOR
N.E. FLORIDA POOL
SERVICES, INC

799 LEONARD C. TAYLOR PKWY
GREEN COVE SPRINGS, FLORIDA

FIRE PROTECTION PLAN (PHASE I)

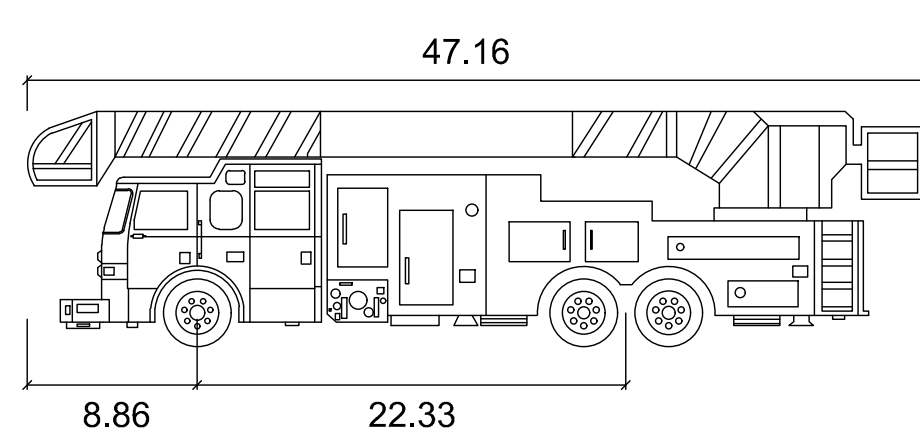
DRAWN BY:	AGS
DESIGNED BY:	RJB
DATE ISSUED:	07/10/2024
DWG. SCALE:	1" = 30'
VIKA NO.	VS24067A
SHEET NO	C.08

LEONARD C. TAYLOR PARKWAY
STATE ROUTE 16
(PUBLIC RIGHT-OF-WAY VARIES)



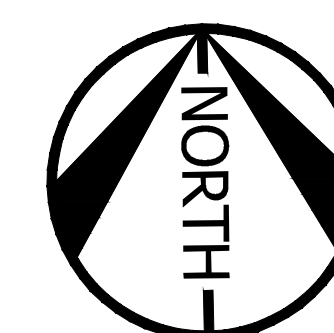
	feet
Width	: 8.33
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 50.0

LEONARD C. TAYLOR PARKWAY
STATE ROUTE 16
(PUBLIC RIGHT-OF-WAY VARIES)



Width	: 8.01
Track	: 8.01
Lock to Lock Time	: 6.0
Steering Angle	: 45.5

LEONARD C. TAYLOR PARKWAY
STATE ROUTE 16
(PUBLIC RIGHT-OF-WAY VARIES)



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Y 12.00

[illegible]

PROFESSIONAL SEAL

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ADJACENT TO THE SEAL.
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ANY ELECTRONIC DOCUMENT.

Ronald
Bongiovanni,
PE

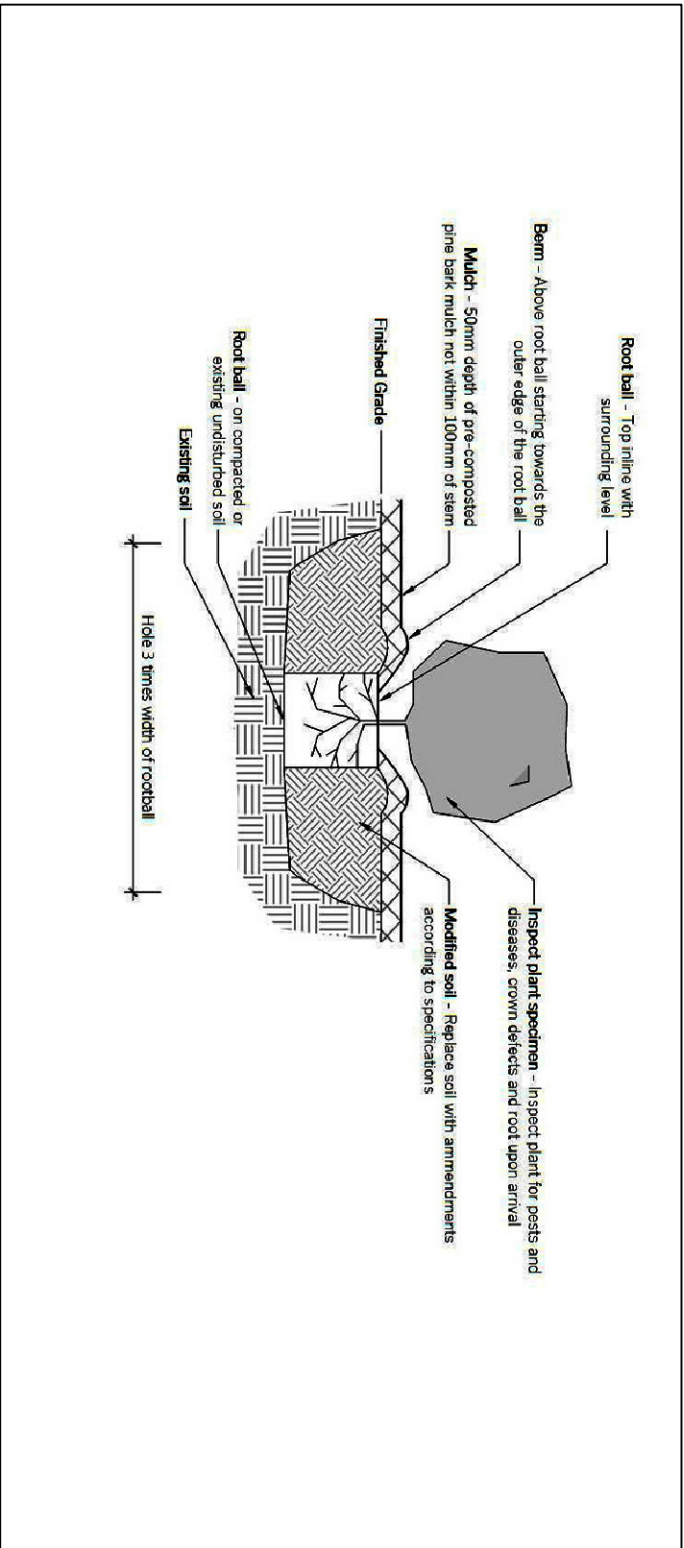
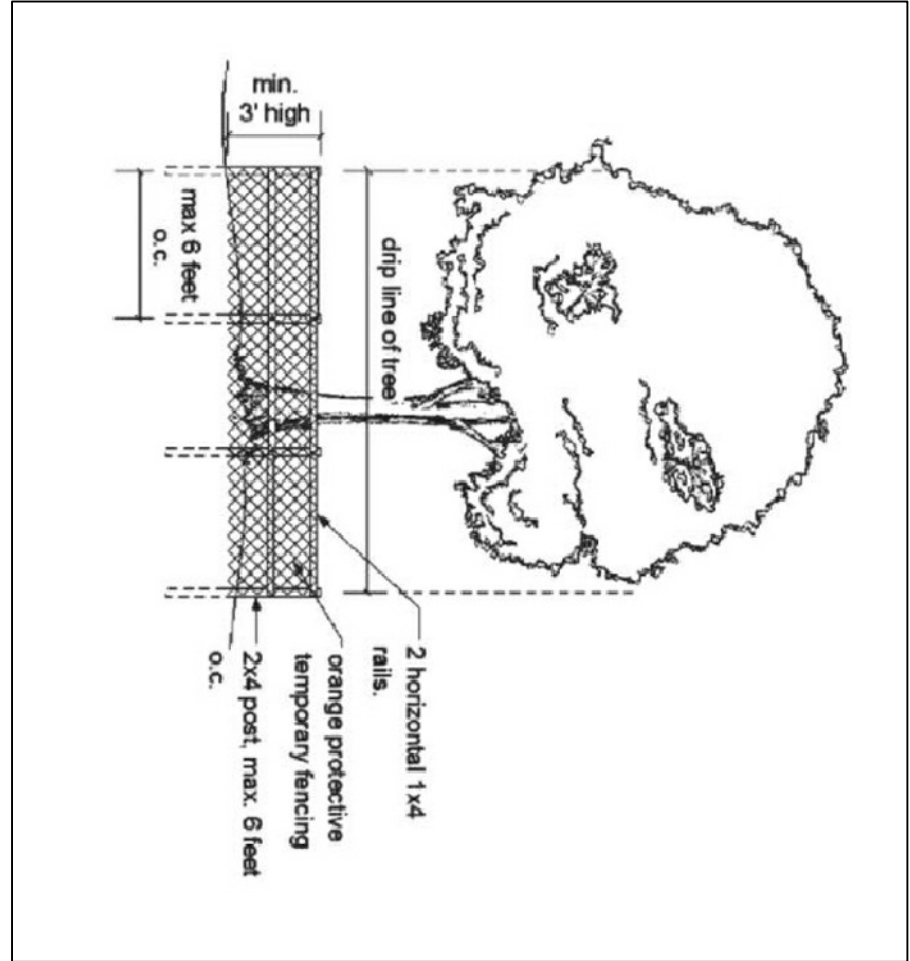
Digitally signed by
Ronald Bongiovanni, Jr.
Date: 2024.12.02
14:25:39 -0500

SITE ENGINEERING FOR
N.E. FLORIDA POOL
SERVICES, INC

799 LEONARD C. TAYLOR PKWY
GREEN COVE SPRINGS, FLORIDA

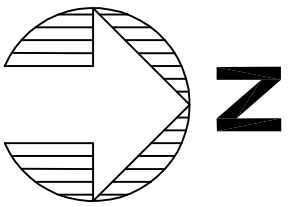
FIRE PROTECTION PLAN (PHASE II)

DRAWN BY:	AGS
DESIGNED BY:	RJB
DATE ISSUED:	07/10/2024
DWG. SCALE:	1" = 30'
VIA NO.	VS24067A
SHEET NO.	C.09



PLANT LIST / Revision				11/7/2024			
799 Leonard C. Pkwy							
Bachmann Homes							
QTY	SYM	SCIENTIFIC NAME	COMMON NAME	SPECIFICATIONS	SPACING		
13	BDH6/S	Beulia nigra 'Dura Heat'	River Birch / Standard	65 gallon	As Shown		
101	DT3	Dianella tasmanica	Flax Lily	3 gallon	30" o.c.		
11	ICB7	Ilex cornuta 'Dwarf Burford'	Dwarf Burford Chinese Holly	7 gallon	30" o.c.		
1	L6/S	Lagerstroemia indica, (Standard)	Crape Myrtle (Muskogee)	65 gallon	As Shown		
2	LCH15	Livistonia chinensis	Chinese Fan Palm	3' ct, 15 gallon	As Shown		
15	LCPT	Loropetalum chinensis 'Plum'	Plum Loropetalum	7 gallon	30" o.c.		
19	LJST	Ligustrum japonicum, 'Sunshine'	Sunshine Ligustrum	7 gallon	36" o.c.		
64	LMG1	Liriope muscari 'Evergreen Giant'	Evergreen Giant Lily Turf	1 gallon	24" o.c.		
9	MGB65	Magnolia grandiflora 'D.D. Blancha D.D.	Blanchard Magnolia	65 gallon, 3" cal., 12h x 6 spr./full dense symm.			
12	SRO16	Syagrus Romanzoffiana	Queen Palm	16' ct.	As Shown		
3	SR7	Strelitzia reginae	Bird of Paradise "orange"	7 gallon	4' o.c.		
1600	Sq. Ft.	Bahia Sod					
18	C.Y.	Mini Pine Bark Mulch					

799 Leonard C. Taylor Pkwy
Green Cove Springs, FL



**Planning & Zoning**

321 Walnut Street, Green Cove Springs, FL 32043 904-297-7051

APPLICATION DEFICIENCY NOTICE**DATE:** December 05, 2024**APPLICATION REFERENCE:** BACHMANN CONSTRUCTION CO,LLC, SPL-24-007 - 799 LEONARD C TAYLOR PKY

Dear Applicant:

We have received the materials submitted in response to the Application Deficiency Notice previously provided to you. Upon review of the re-submitted items, staff has identified items that need to be corrected. Attached to this notice is a list of comments in response to the re-submitted items.

Each of the items on the attached list require responses and revised materials be created and re-submitted before any further action can be taken on this permit. A hold is placed on this application and the time it takes you to respond to this list of items is excluded in calculating permit processing timeframes. Once corrected and/or new materials are submitted, your permit processing timeframe will begin again.

A complete response to each of the items on the attached list is required to be submitted ***at the same time***. As applicable, a complete response is required to include:

1. A written document addressing all of your responses (one paper copy).
2. New and/or updated technical reports (one paper copy).
3. New and/or corrected plans. Please note that revisions to previously submitted plans are required to be identified by clouding, must be noted in a revision list on the plan sheet(s), and are required to be incorporated into a full set of revised plans (one paper copy).
4. A transmittal that itemizes everything being resubmitted (one paper copy).
5. A copy of the entire resubmittal must be provided electronically (either on a thumb drive or uploaded via the permit portal).

Your response must be received by our Department within 180 days of the date noted on this letter to avoid this application being withdrawn from consideration. Withdrawn application must be resubmitted as new applications requiring repayment of all applicable fees and processing requirements.

Thank you for your anticipated cooperation in submitting the items requested by staff. We look forward to working with you as this application continues to be processed.

APPLICATION DEFICIENCY NOTICE #3

DATE: December 05, 2024

APPLICATION REFERENCE: BACHMANN CONSTRUCTION CO,LLC, SPL-24-007

FIRE DEPARTMENT COMMENTS - contact Sandra Boike (sandra.boike@claycountygov.com)

1. Fire#1 Show fire hydrant(s). Illustrate compliance with NFPA 1:18.5 Fire Hydrant distance is measured along the fire department access road. If no access to a reliable utility water supply is available then use NFPA 1142 to provide a water supply and meet fire flow requirements. Fire#2 Show Fire Department Connections(FDC). FDC shall be located no further than 100ft hose lay from a hydrant. Hydrant and FDC shall be located on the same side of the roadway. NFPA 1141:8.1.3 Fire#3 Provide Autoturn analysis for fire truck apparatus be sure to include a vehicle clearance envelope and display. NFPA 1141:5.2 and NFPA 1:18. Access required to be provided with no impediment into parking, landscape features or structures. Apparatus Specifications:

Engine 15

Year- 2021

Make- Pierce

Model- Enforcer

Height - 10' 3.75"

Length- 36'5

Width- 9'7 (mirror to mirror),

9' (Engineers step to Officers step)

Ladder

Year- 2017

Make- Pierce

Chassis- Arrow XT

Height- 123

Length- 406

Width 10 (mirror to mirror)

11-14-24 COMMENT PENDING

2. Pending comments
3. Fire#1 Fire hydrants shall be located within 6 ft (1.8 m) of the edge of the pavement unless the fire department determines another location is more acceptable for fire department use. Consideration shall be given to locating fire hydrants such that fire apparatus can be connected to the fire hydrant without impeding traffic flow. NFPA 1141: 9.1.4.4
Fire#2 Gates shall be 2ft wider than means of access it controls. NFPA 1141:5.1.3.2
Fire#3 Gated/ restricted access to a property or development shall have an AHJ approved means to allow fire department access. NFPA 1:18.2.2.2
Fire#4 Vehicle envelope appears to be interacting with parking paces (parked vehicles). Please adjust parking lot to accommodate apparatus including envelope. Additionally, auto turn should be provided for rear building also. Please provide auto turn through parking main aisles.

PLANNING DIVISION COMMENTS - contact Gabriel Barro (gbarro@greencovesprings.com)

1. 1. On landscape plan, replace river birch trees with one of the following:
 - a. Southern Magnolia
 - b. Chinese Elm
 - c. Live Oak
 - d. Winged Elm
2. Tree specifications shall be a minimum of 3" caliper, Florida grade #1 or better and irrigated though establishment period.
3. Trees 5117 and 5118 were incorrectly marked as 'Live Oaks'. These trees were identified as Laurel Oaks. Tree calculations will need to be updated.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** December 10, 2024
FROM: Mike Null, Asst. City Manager
SUBJECT: Approval of subgrant agreement # Z4794 with FDEM for FEMA reimbursements related to Hurricane Milton DR4834. *Mike Null*

BACKGROUND

Attached for City Council approval is agreement # Z4794 with the Florida Department of Emergency Management (FDEM) for FEMA reimbursements for expenses related to Hurricane Milton in 2024. Staff is nearing completion of the project submittal process with FEMA. Staff expects 100% reimbursement by FEMA for emergency protective measures expenses incurred related to the storm.

FISCAL IMPACT

100% reimbursement of eligible expenses

RECOMMENDATION

Approve agreement #Z4794 with FDEM for FEMA reimbursements related to Hurricane Milton, authorizing the Mayor to execute same and authorizing the Assistant City Manager to act as the project manager on the agreement and authorizing Mayor and Assistant City Manager to execute any and all additional necessary documents related to reimbursement of eligible expenses.

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for-

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name:

Subrecipient's unique entity identifier:

Federal Award Date:

Subaward Period of Performance Start and End Date (Cat A-B):

Subaward Period of Performance Start and End Date (Cat C-G):

Amount of Federal Funds Obligated by this Agreement:

Total Amount of Federal Funds Obligated to the Subrecipient

by the pass-through entity to include this Agreement:

Total Amount of the Federal Award committed to the Subrecipient

by the pass-through entity:

Federal award project description (see Federal Funding

Accountability and Transparency Act (FFATA):

Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.

Name of Federal awarding agency:

Department of Homeland Security (DHS)
Federal Emergency Management Agency
(FEMA)

Name of pass-through entity:

Florida Division of Emergency
Management (FDEM)

Contact information for the pass-through entity:

2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number):

97.036

Indirect cost rate for the Federal award:

See Section 9 (d)

Assistance Listing Program Title (Formerly CFDA program Title):

Disaster Grants - Public Assistance (Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Agency" or "FDEM"), and Green Cove Springs, City of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein:

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by FDEM, the Federal Awarding Agency, or any other

C. This Agreement establishes the relationship between the Agency and the Subrecipient to allow the Agency to pay grant funds to the Subrecipient.

THEREFORE, the Agency and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Agency shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Agency's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Agency's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Agency shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Agency's Grant Manager for this Agreement is:

Name and Title: Stephane Malet, Grant Program Manager
Bureau of: Recovery
Address: Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4469
Email: Stephane.Malet@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: _____
Address: _____

Telephone: _____
Email: _____

In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

Item #23.

d. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Agency's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4834 - Hurricane Milton . Payments to Subrecipients are contingent upon the granting of budget authority to the Agency.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the No

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match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b) of the Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

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d. Under the Federal Emergency Management Agency's Public Assistance Program, subrecipients may seek reimbursement for indirect costs. 44 C.F.R. § 207.2, defines indirect costs as, "costs that are incurred by a grantee for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited". Additionally, "indirect costs may not be charged directly to a project or reimbursed separately, but rather are considered to be eligible management costs under this part" (see 44 C.F.R. § 207.6). Any organization that receives Federal awards and requests recovery of indirect costs must have an approved federally recognized indirect cost rate agreement (see 2 C.F.R. § 200.400 – 200.476 and Appendix IV to Part 200). The indirect cost rate shall be negotiated between the subrecipient and the Federal government. If no approved rate exists the Agency shall determine the appropriate rate in collaboration with the subrecipient, which is either the negotiated rate between the Agency and the subrecipient or the *de minimus* indirect cost rate.

(10) PAYMENT

- a. The payment method used by the Agency is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.
- b. The Agency's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- c. As required by 2 CFR 200.305 (b.) (8) and (9), The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts.

(11) FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC)

If you are opted into the Florida Recovery Obligation Calculation (F-ROC) Program and received an F-ROC score for this event, you will receive payment for all large, non-expedited, Category A and Category B projects, equal to your score as a percentage upon obligation. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (12) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Agency shall not be liable for FEMA's exercise of its discretion. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation. As stated in the executed F-ROC Participation Request Form:

- a. The score is made up of three components:
 - i. 20% Baseline score for signing and returning the Request Form.
 - ii. Up to a 40% score for completing the DRA.
 - iii. Up to a 20% score for completing the PDQ.
- b. Applicants who have received EMAP accreditation will receive an additional 5%.
- c. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.
- d. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

e. The Applicant may choose to receive a lesser score than the score earned through the comparison of the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Agency, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.

(12) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Agency through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Agency to off-set against other obligated projects where deemed appropriate. The Subrecipient has 45 days to repay the funds from the issuance of the invoice from the Agency. The Agency may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Florida Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Florida Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(13) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or FDEM designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

c. The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA Subaward Reporting System (FSRS) is the reporting tool the Agency must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

(14) **AUDITS**

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- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Agency], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Agency, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
- d. Each public assistance subrecipient must submit a certification in FloridaPA.org to inform FDEM whether their entity is subject to a Federal Single Audit. This is part of the Recovery Bureau's overall monitoring program.
- e. The subrecipient agrees to submit the Federal Single Audit report to the Agency in FloridaPA.org no later than 30 calendar days after receipt of the auditor's report.
- f. Per (2 CFR §200.512(d), the subrecipient's auditor must electronically submit the single audit report to the Federal Audit Clearinghouse (FAC) at fac.gov.

(15) **REPORTS**

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Agency with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Agency.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Agency no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter

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closeout of each project in the Agency's Grant Management System. The ending dates for each quarter program year are March 31, June 30, September 30, and December 31.

Item #23.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by FDEM or the Federal awarding agency.

(16) MONITORING

a. The Agency shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. In the event that the Agency determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Agency to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203(c)(2), that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Agency as authorized by 2 CFR § 200.332(a)(2).

(17) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Agency harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Agency but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Agency and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(18) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Agency and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(19) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR § 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under

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Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be found through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

Item #23.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Agency, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

e. 1. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Subrecipient or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

f. 2. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, is produced in the United States.

(20) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Attachment A – Scope of Work, Deliverables, and Financial Consequences
 - ii. Attachment B – Systems Access Form
 - iii. Attachment C – Certification Regarding Debarment
 - iv. Attachment D – Required Contract Provisions
 - v. Attachment E – Certification Regarding Lobbying
 - vi. Attachment F – Foreign Country of Concern Affidavit

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Green Cove Springs, City of

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Alternate Governor's Authorized
Representative
Date: _____

Attachment A

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's Project Worksheet (PW), the Agency notifies the Subrecipient with a copy of the PW (or P2 Report).

Budget and Project List

For the purpose of this Agreement, each Project will be monitored, completed, and reimbursed independently of the other Projects which are made part of this Agreement.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

2 CFR §200.339 and §215.971, Florida Statutes, requires the Agency, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any PW that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Agency shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Agency shall apply the following financial consequences in these specifically identified events:

Work performed outside the Incident Period

Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Agency as a financial consequence. In accordance with 44 CFR 206.204 (d), if the Subrecipient does not anticipate finishing the work within the original period of performance, they must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Agency will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Agency retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Item #23.

Subrecipient: Green Cove Springs, City of

Box 1: Authorized Agent (Full Access)

Box 2: Primary Contact (Full Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

Box 3: Alternate Contact (Full Access)

Box 4: Other-Finance/Point of Contact (Full Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Box 6: Other-Environmental-Historic (Full Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

Date

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Green Cove Springs, City of

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:**

Day:

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000328

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known)

019-27400-00

Attachment C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____

Signature

Name and Title

321 Walnut Street

Street Address

Green Cove Springs, FL, 32043

City, State, Zip

Date

Green Cove Springs, City of

Subrecipient's Name

Z4794

FDEM Contract Number

Required Contract Provisions

1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.⁵

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at [FEMA.gov](https://www.fema.gov).

2. Termination for Cause and Convenience

Contracts for more than \$10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.⁶

2.1 Applicability

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

⁴ See FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf. For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was \$150,000.

⁵ 2 C.F.R. Part 200, Appendix II, § A.

⁶ See 2 C.F.R. Part 200, Appendix II, § B.

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.⁷

3.1 Applicability

This contract provision is required for all procurements that meet the definition of a “federally assisted construction contract.”

3.2 Key Definitions

- *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.”
- *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.”
- *Contract*: The regulation at 41 C.F.R. § 60-1.3 defines *contract* as “any Government contract or subcontract or any federally assisted construction contract or subcontract.”
- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, 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, sexual orientation, gender identity, 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, sexual

⁷ See 2 C.F.R. Part 200, Appendix II, § C.

orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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.

(5) 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.

(6) 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.

(7) 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 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.⁸ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

4.1 Applicability

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.⁹

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,¹⁰ Homeland Security Grant Program,¹¹ Nonprofit Security Grant Program,¹² Tribal Homeland Security Grant Program,¹³ Port Security Grant Program,¹⁴ Transit Security Grant Program,¹⁵ Intercity Passenger Rail Program,¹⁶ and Rehabilitation of High Hazard Potential Dams Program.¹⁷ Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

⁸ See *id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is 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)

⁹ 2 C.F.R. Part 200, Appendix II, § D.

¹⁰ See section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).

¹¹ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).

¹² *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). See, e.g., Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. Compare *id.* with section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSPG as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).

¹³ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.

¹⁴ See section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.

¹⁵ See section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).

¹⁶ See section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).

¹⁷ See section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor’s current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.¹⁸
- Include a provision for compliance with the Copeland “Anti-Kickback” Act for all contracts subject to the Davis-Bacon Act.¹⁹ See Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland “Anti-Kickback” Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland “Anti-Kickback” Act.
- Per Department of Labor’s implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)²⁰ into any subcontracts.
- Follow the other requirements of the Davis-Bacon Act and implementing regulations.²¹

4.3 Required Language²²

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.²³

5. Copeland “Anti-Kickback” Act

The Copeland “Anti-Kickback” Act prohibits workers on construction contracts from giving up wages that they are owed.²⁴ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

¹⁸ 2 C.F.R. Part 200, Appendix II, § D.

¹⁹ 2 C.F.R. Part 200, Appendix II, § D.

²⁰ 29 C.F.R. § 5.5(a)(6).

²¹ 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.

²² 29 C.F.R. § 5.5(a).

²³ 29 C.F.R. § 5.5(a)(1), (6).

²⁴ See *id.*; 40 U.S.C. § 3145. The Copeland “Anti-Kickback” Act is 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).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.²⁵

5.1 Applicability

For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies,²⁶ NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.²⁷ This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies.²⁸ In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.²⁹ According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.³⁰ Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.
- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.³¹
- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.³²

²⁵ See 29 C.F.R. § 3.1.

²⁶ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).

²⁷ 2 C.F.R. Part 200, Appendix II, § D.

²⁸ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).

²⁹ See 29 C.F.R. § 3.11.

³⁰ 29 C.F.R. § 5.5(a)(5).

³¹ See 2 C.F.R. Part 200, Appendix II, § D.

³² See 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland “Anti-Kickback” Act and implementing regulations.³³

5.3 Suggested Language

The following provides a sample contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

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

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring 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.

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.”

6. Contract Work Hours and Safety Standards Act

Where applicable,³⁴ all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.³⁵ Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

6.1 Applicability

This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.³⁶ These requirements *do not* apply to

³³ 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.

³⁴ See 40 U.S.C. §§ 3701-3708.

³⁵ 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, § E.

³⁶ 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.³⁷

6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.³⁸

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

“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 (b)(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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **(insert name of grant recipient or subrecipient)** 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

³⁷ 2 C.F.R. Part 200, Appendix II, § E.

³⁸ 29 C.F.R. § 5.5(b)(1), (4).

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 (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.”

6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

“Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1)** The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2)** Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement³⁹ and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

³⁹ Funding agreement definition found under 37 C.F.R. § 401.2(a).

7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

7.2 Key Definitions

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) 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.”

8. Clean Air Act and Federal Water Pollution Control Act

For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act⁴⁰ and the Federal Water Pollution Control Act.⁴¹ Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).⁴²

8.1 Applicability

This contract provision is required for all procurements over \$150,000.

8.2 Suggested Language

The following provides a sample contract clause:

“Clean Air Act”

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.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to

⁴⁰ 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.

⁴¹ 33 U.S.C. §§ 1251-1387, as amended.

⁴² 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

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.*

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.⁴³ Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.⁴⁴

9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.⁴⁵

NFEs, even for procurements under \$25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.⁴⁶

⁴³ 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).

⁴⁴ 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.

⁴⁵ 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.

⁴⁶ 2 C.F.R. § 200.318(h). For contracts and subcontracts under \$25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.⁴⁷

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.⁴⁸ SAM Exclusions can be accessed at www.sam.gov.⁴⁹

In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.⁵⁰

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least \$25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for \$25,000 or more.⁵¹

9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified⁵²:

⁴⁷ See 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. See also 2 C.F.R. Parts 180, 3000.

⁴⁸ See 2 C.F.R. Part 200, Appendix II, § H.

⁴⁹ 2 C.F.R. § 180.530.

⁵⁰ The regulations at 2 C.F.R. Parts 180 and 3000 are titled “nonprocurement” because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term “covered transactions” under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.

⁵¹ See 2 C.F.R. §§ 180.220, 3000.220.

⁵² Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to enter into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

“Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s 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).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.⁵³

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 employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

⁵³ See 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.⁵⁴ Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.⁵⁵

10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

10.2 Suggested Language

The following provides a sample contract clause:

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

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 who in turn will forward the certification(s) to the federal awarding agency.”

10.3 Required Certification

10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

⁵⁴ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA’s regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.

⁵⁵ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

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.

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.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. 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."

10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

"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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.⁵⁶ Applicable NFEs must include a contract provision requiring compliance with this requirement.⁵⁷ This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.⁵⁸ Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

11.1 Applicability

This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines⁵⁹ that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.⁶⁰

11.3 Suggested Language

The following provides a sample contract clause:

“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—

⁵⁶ Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.

⁵⁷ See 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).

⁵⁸ See 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.

⁵⁹ 40 C.F.R. Part 247.

⁶⁰ 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY2019 NDAA\)](#) and 2 C.F.R. § 200.216, as implemented by [FEMA Policy 405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.⁶¹ FEMA strongly encourages the use of this contract clause for any contracts where

⁶¹ 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

12.2 Suggested Language

The following provides a sample contract clause:

“Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions.*
 - (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; and
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.⁶²

13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.⁶³

13.2 Suggested Language

The following provides a sample contract clause:

“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

⁶² See 2 C.F.R. § 200.322.

⁶³ 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

Attachment E
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

 Signature of Subrecipient/contractor's Authorized Official

 Name and Title of Subrecipient/contractor's Authorized Official

 Date

**ATTACHMENT F
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information.

Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** December 10, 2024
FROM: Mike Null, Asst. City Manager
SUBJECT: Approval of subgrant agreement # Z4922 with FDEM for FEMA reimbursements related to Hurricane Helene DR4828. *Mike Null*

BACKGROUND

Attached for City Council approval is agreement # Z4922 with the Florida Department of Emergency Management (FDEM) for FEMA reimbursements for expenses related to Hurricane Helene in 2024. Staff is nearing completion of the project submittal process with FEMA. Staff expects 100% reimbursement by FEMA for emergency protective measures expenses incurred related to the storm.

FISCAL IMPACT

100% reimbursement of eligible expenses

RECOMMENDATION

Approve agreement #Z4922 with FDEM for FEMA reimbursements related to Hurricane Helene, authorizing the Mayor to execute same and authorizing the Assistant City Manager to act as the project manager on the agreement and authorizing Mayor and Assistant City Manager to execute any and all additional necessary documents related to reimbursement of eligible expenses.

Hurricane Helene DR4828

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Green Cove Springs, City of

Subrecipient's unique entity identifier: L851HJSZL5J5

Federal Award Date: 09/29/2024

Subaward Period of Performance Start and End Date (Cat A-B): 09/23/2024 - 03/28/2025

Subaward Period of Performance Start and End Date (Cat C-G): 09/23/2024 - 03/28/2026

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient

by the pass-through entity to include this Agreement:

Total Amount of the Federal Award committed to the Subrecipient

by the pass-through entity:

Federal award project description (see Federal Funding

Accountability and Transparency Act (FFATA):

Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.

Name of Federal awarding agency:

Department of Homeland Security (DHS)
Federal Emergency Management Agency
(FEMA)

Name of pass-through entity:

Florida Division of Emergency
Management (FDEM)

Contact information for the pass-through entity:

2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number):

97.036

Indirect cost rate for the Federal award:

See Section 9 (d)

Assistance Listing Program Title (Formerly CFDA program Title):

Disaster Grants - Public Assistance (Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Agency" or "FDEM"), and Green Cove Springs, City of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein:

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by FDEM, the Federal Awarding Agency, or any other

C. This Agreement establishes the relationship between the Agency and the Subrecipient to allow the Agency to pay grant funds to the Subrecipient.

THEREFORE, the Agency and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Agency shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Agency's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Agency's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Agency shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Agency's Grant Manager for this Agreement is:

Name and Title: Stephane Malet, Grant Program Manager
Bureau of: Recovery
Address: Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4469
Email: Stephane.Malet@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: _____
Address: _____

Telephone: _____
Email: _____

In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

Item #24.

d. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Agency's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4828 - Hurricane Helene. Payments to Subrecipients are contingent upon the granting of budget authority to the Agency.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the No

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match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b) Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

Item #24.

d. Under the Federal Emergency Management Agency's Public Assistance Program, subrecipients may seek reimbursement for indirect costs. 44 C.F.R. § 207.2, defines indirect costs as, "costs that are incurred by a grantee for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited". Additionally, "indirect costs may not be charged directly to a project or reimbursed separately, but rather are considered to be eligible management costs under this part" (see 44 C.F.R. § 207.6). Any organization that receives Federal awards and requests recovery of indirect costs must have an approved federally recognized indirect cost rate agreement (see 2 C.F.R. § 200.400 – 200.476 and Appendix IV to Part 200). The indirect cost rate shall be negotiated between the subrecipient and the Federal government. If no approved rate exists the Agency shall determine the appropriate rate in collaboration with the subrecipient, which is either the negotiated rate between the Agency and the subrecipient or the *de minimus* indirect cost rate.

(10) PAYMENT

- a. The payment method used by the Agency is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.
- b. The Agency's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- c. As required by 2 CFR 200.305 (b.) (8) and (9), The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts.

(11) FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC)

If you are opted into the Florida Recovery Obligation Calculation (F-ROC) Program and received an F-ROC score for this event, you will receive payment for all large, non-expedited, Category A and Category B projects, equal to your score as a percentage upon obligation. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (12) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Agency shall not be liable for FEMA's exercise of its discretion. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation. As stated in the executed F-ROC Participation Request Form:

- a. The score is made up of three components:
 - i. 20% Baseline score for signing and returning the Request Form.
 - ii. Up to a 40% score for completing the DRA.
 - iii. Up to a 20% score for completing the PDQ.
- b. Applicants who have received EMAP accreditation will receive an additional 5%.
- c. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.
- d. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

e. The Applicant may choose to receive a lesser score than the score earned through the comparison of the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Agency, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.

(12) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Agency through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Agency to off-set against other obligated projects where deemed appropriate. The Subrecipient has 45 days to repay the funds from the issuance of the invoice from the Agency. The Agency may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Florida Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Florida Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(13) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or FDEM designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

c. The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA Subaward Reporting System (FSRS) is the reporting tool the Agency must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

(14) **AUDITS**

Item #24.

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Agency], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Agency, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.
- d. Each public assistance subrecipient must submit a certification in FloridaPA.org to inform FDEM whether their entity is subject to a Federal Single Audit. This is part of the Recovery Bureau’s overall monitoring program.
- e. The subrecipient agrees to submit the Federal Single Audit report to the Agency in FloridaPA.org no later than 30 calendar days after receipt of the auditor’s report.
- f. Per (2 CFR §200.512(d), the subrecipient’s auditor must electronically submit the single audit report to the Federal Audit Clearinghouse (FAC) at fac.gov.

(15) **REPORTS**

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Agency with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Agency.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Agency no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter

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closeout of each project in the Agency's Grant Management System. The ending dates for each quarter program year are March 31, June 30, September 30, and December 31.

Item #24.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by FDEM or the Federal awarding agency.

(16) MONITORING

a. The Agency shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. In the event that the Agency determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Agency to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203(c)(2), that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Agency as authorized by 2 CFR § 200.332(a)(2).

(17) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Agency harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Agency but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Agency and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(18) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Agency and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(19) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR § 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under

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Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be found through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

Item #24.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Agency, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

e. 1. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Subrecipient or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

f. 2. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, is produced in the United States.

(20) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Attachment A – Scope of Work, Deliverables, and Financial Consequences
 - ii. Attachment B – Systems Access Form
 - iii. Attachment C – Certification Regarding Debarment
 - iv. Attachment D – Required Contract Provisions
 - v. Attachment E – Certification Regarding Lobbying
 - vi. Attachment F – Foreign Country of Concern Affidavit

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Green Cove Springs, City of

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Alternate Governor's Authorized
Representative
Date: _____

Attachment A

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's Project Worksheet (PW), the Agency notifies the Subrecipient with a copy of the PW (or P2 Report).

Budget and Project List

For the purpose of this Agreement, each Project will be monitored, completed, and reimbursed independently of the other Projects which are made part of this Agreement.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

2 CFR §200.339 and §215.971, Florida Statutes, requires the Agency, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any PW that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Agency shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Agency shall apply the following financial consequences in these specifically identified events:

Work performed outside the Incident Period

Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Agency as a financial consequence. In accordance with 44 CFR 206.204 (d), if the Subrecipient does not anticipate finishing the work within the original period of performance, they must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Agency will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Agency retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Green Cove Springs, City of

Box 1: Authorized Agent (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 2: Primary Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 3: Alternate Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 4: Other-Finance/Point of Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 6: Other-Environmental-Historic (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

Date

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Green Cove Springs, City of

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000328

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 019-27400-00

Attachment C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____

Signature

Name and Title

321 Walnut Street

Street Address

Green Cove Springs, FL, 32043

City, State, Zip

Date

Green Cove Springs, City of

Subrecipient's Name

Z4922

FDEM Contract Number

Required Contract Provisions

1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.⁵

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at [FEMA.gov](https://www.fema.gov).

2. Termination for Cause and Convenience

Contracts for more than \$10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.⁶

2.1 Applicability

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

⁴ See FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf. For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was \$150,000.

⁵ 2 C.F.R. Part 200, Appendix II, § A.

⁶ See 2 C.F.R. Part 200, Appendix II, § B.

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.⁷

3.1 Applicability

This contract provision is required for all procurements that meet the definition of a “federally assisted construction contract.”

3.2 Key Definitions

- *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.”
- *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.”
- *Contract*: The regulation at 41 C.F.R. § 60-1.3 defines *contract* as “any Government contract or subcontract or any federally assisted construction contract or subcontract.”
- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, 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, sexual orientation, gender identity, 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, sexual

⁷ See 2 C.F.R. Part 200, Appendix II, § C.

orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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.

(5) 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.

(6) 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.

(7) 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 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.⁸ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

4.1 Applicability

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.⁹

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,¹⁰ Homeland Security Grant Program,¹¹ Nonprofit Security Grant Program,¹² Tribal Homeland Security Grant Program,¹³ Port Security Grant Program,¹⁴ Transit Security Grant Program,¹⁵ Intercity Passenger Rail Program,¹⁶ and Rehabilitation of High Hazard Potential Dams Program.¹⁷ Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

⁸ See *id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is 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)

⁹ 2 C.F.R. Part 200, Appendix II, § D.

¹⁰ See section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).

¹¹ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).

¹² *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). See, e.g., Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. Compare *id.* with section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSGP as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).

¹³ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.

¹⁴ See section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.

¹⁵ See section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).

¹⁶ See section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).

¹⁷ See section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor’s current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.¹⁸
- Include a provision for compliance with the Copeland “Anti-Kickback” Act for all contracts subject to the Davis-Bacon Act.¹⁹ See Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland “Anti-Kickback” Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland “Anti-Kickback” Act.
- Per Department of Labor’s implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)²⁰ into any subcontracts.
- Follow the other requirements of the Davis-Bacon Act and implementing regulations.²¹

4.3 Required Language²²

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.²³

5. Copeland “Anti-Kickback” Act

The Copeland “Anti-Kickback” Act prohibits workers on construction contracts from giving up wages that they are owed.²⁴ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

¹⁸ 2 C.F.R. Part 200, Appendix II, § D.

¹⁹ 2 C.F.R. Part 200, Appendix II, § D.

²⁰ 29 C.F.R. § 5.5(a)(6).

²¹ 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.

²² 29 C.F.R. § 5.5(a).

²³ 29 C.F.R. § 5.5(a)(1), (6).

²⁴ See *id.*; 40 U.S.C. § 3145. The Copeland “Anti-Kickback” Act is 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).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.²⁵

5.1 Applicability

For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies,²⁶ NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.²⁷ This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies.²⁸ In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.²⁹ According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.³⁰ Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.
- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.³¹
- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.³²

²⁵ See 29 C.F.R. § 3.1.

²⁶ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).

²⁷ 2 C.F.R. Part 200, Appendix II, § D.

²⁸ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).

²⁹ See 29 C.F.R. § 3.11.

³⁰ 29 C.F.R. § 5.5(a)(5).

³¹ See 2 C.F.R. Part 200, Appendix II, § D.

³² See 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland “Anti-Kickback” Act and implementing regulations.³³

5.3 Suggested Language

The following provides a sample contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

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

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring 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.

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.”

6. Contract Work Hours and Safety Standards Act

Where applicable,³⁴ all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.³⁵ Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

6.1 Applicability

This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.³⁶ These requirements *do not* apply to

³³ 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.

³⁴ See 40 U.S.C. §§ 3701-3708.

³⁵ 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, § E.

³⁶ 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.³⁷

6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.³⁸

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

“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 (b)(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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **(insert name of grant recipient or subrecipient)** 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

³⁷ 2 C.F.R. Part 200, Appendix II, § E.

³⁸ 29 C.F.R. § 5.5(b)(1), (4).

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 (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.”

6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

“Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1)** The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2)** Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement³⁹ and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

³⁹ Funding agreement definition found under 37 C.F.R. § 401.2(a).

7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

7.2 Key Definitions

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) 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.”

8. Clean Air Act and Federal Water Pollution Control Act

For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act⁴⁰ and the Federal Water Pollution Control Act.⁴¹ Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).⁴²

8.1 Applicability

This contract provision is required for all procurements over \$150,000.

8.2 Suggested Language

The following provides a sample contract clause:

“Clean Air Act”

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.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to

⁴⁰ 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.

⁴¹ 33 U.S.C. §§ 1251-1387, as amended.

⁴² 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

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.*

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.⁴³ Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.⁴⁴

9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.⁴⁵

NFEs, even for procurements under \$25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.⁴⁶

⁴³ 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).

⁴⁴ 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.

⁴⁵ 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.

⁴⁶ 2 C.F.R. § 200.318(h). For contracts and subcontracts under \$25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.⁴⁷

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.⁴⁸ SAM Exclusions can be accessed at www.sam.gov.⁴⁹

In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.⁵⁰

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least \$25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for \$25,000 or more.⁵¹

9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified⁵²:

⁴⁷ See 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. See also 2 C.F.R. Parts 180, 3000.

⁴⁸ See 2 C.F.R. Part 200, Appendix II, § H.

⁴⁹ 2 C.F.R. § 180.530.

⁵⁰ The regulations at 2 C.F.R. Parts 180 and 3000 are titled “nonprocurement” because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term “covered transactions” under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.

⁵¹ See 2 C.F.R. §§ 180.220, 3000.220.

⁵² Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to enter into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

“Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s 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).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.⁵³

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 employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

⁵³ See 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.⁵⁴ Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.⁵⁵

10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

10.2 Suggested Language

The following provides a sample contract clause:

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

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 who in turn will forward the certification(s) to the federal awarding agency.”

10.3 Required Certification

10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

⁵⁴ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA’s regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.

⁵⁵ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

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.

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.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. 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."

10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

"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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.⁵⁶ Applicable NFEs must include a contract provision requiring compliance with this requirement.⁵⁷ This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.⁵⁸ Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

11.1 Applicability

This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines⁵⁹ that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.⁶⁰

11.3 Suggested Language

The following provides a sample contract clause:

“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—

⁵⁶ Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.

⁵⁷ See 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).

⁵⁸ See 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.

⁵⁹ 40 C.F.R. Part 247.

⁶⁰ 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY2019 NDAA\)](#) and 2 C.F.R. § 200.216, as implemented by [FEMA Policy 405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.⁶¹ FEMA strongly encourages the use of this contract clause for any contracts where

⁶¹ 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

12.2 Suggested Language

The following provides a sample contract clause:

“Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions.*
 - (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; and
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.⁶²

13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.⁶³

13.2 Suggested Language

The following provides a sample contract clause:

“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

⁶² See 2 C.F.R. § 200.322.

⁶³ 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

Attachment E
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

 Signature of Subrecipient/contractor's Authorized Official

 Name and Title of Subrecipient/contractor's Authorized Official

 Date

**ATTACHMENT F
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information.

Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** December 10, 2024

FROM: Mike Null, Asst. City Manager

SUBJECT: Award of RFQ No. 2024-06 – CDBG-CV Cafetorium Architectural Services to Forefront Architecture and Engineering, and authorization to proceed in developing a design task order. *Mike Null*

BACKGROUND

Since 2021, the City has advertised for a firm to provide architectural services to design the rehab of the Cafetorium building at the Augusta Savage Arts and Community Center. The first two advertisements yielded zero proposals. Staff then worked for a period of time with the State to hopefully allow us to use a design-build approach. However, this has never been done in the CDBG program and they were unwilling to move forward in that direction.

This third advertisement yielded two responses from Forefront Architecture and Engineering, and Jerel McCants Architecture, Inc. The selection committee met on December 3 to review the proposals. The committee consisted of Steve Kennedy, City Manager, Mike Null, Asst. City Manager, and Greg Bauer, Asst. Public Works Director. They unanimously selected Forefront as the top respondent.

Staff is requesting that Council award the RFQ to Forefront Architecture and Engineering, and authorize staff to negotiate a task order with them for Council approval at a future meeting. Attached for reference are the solicitation, the responses from each respondent, and the score sheets of the selection committee.

FISCAL IMPACT

This project is 100% grant funded. Cost of design is TBD.

RECOMMENDATION

Award RFQ No. 2024-06 – CDBG-CV Cafetorium Architectural Services to Forefront Architecture and Engineering, and authorize to proceed in developing a design task order for Council approval.

REQUEST FOR PROPOSALS (RFP)
ARCHITECTURAL/ENGINEERING SERVICES
for
FFY 2021 CDBG – CORONA VIRUS PROJECT
FOR THE CITY OF GREEN COVE SPRINGS



RFQ No. 2024-06

Project Name: CDBG – Corona Virus Grant

Contracting Agency: City of Green Cove Springs

Address: 321 Walnut Street
Green Cove Springs, FL 32043

Telephone: (904) 297-7500 ext. 3320

**REQUEST FOR QUALIFICATIONS (RFQ) FOR CDBG ARCHITECTURAL/ENGINEERING SERVICES FOR THE
CITY OF GREEN COVE SPRINGS FOR A FFY 2021 CDBG CORONA VIRUS PROJECT**

The City of Green Cove Springs hereby requests proposals from qualified individuals or firms to provide architectural and/or engineering services for a FFY 2021 Florida Small Cities Community Development Block Grant (CDBG) project in the Corona Virus application cycle.

The project involves the renovation of the Augusta Savage Arts and Community Center to allow for the building to serve as a Corona Virus Testing and Vaccination Center. Architectural and/or engineering services for this project will include, but not be limited to, topographical surveying, testing, engineering design, permitting, bidding, construction administration and resident observation services.

The City anticipates applying for Small City CDBG-CV funding to renovate the building, therefore, procurement and contracting will follow CDBG regulations.

Respondents are required to submit one (1) original and three (3) copies as well as an electronic copy on USB thumb drive in a sealed envelope marked "SEALED PROPOSAL FOR RFP 2024-06 - CDBG-CV RFP FOR ARCHITECTURAL/ENGINEERING SERVICES". Proposals must be received by 10:00 AM local time on November 21, 2024, at the City of Green Cove Springs City Hall, Attention: Kim Thomas, 321 Walnut Street, Green Cove Springs, Florida 32043. Proposals will be publicly opened at 10:05 AM local time on November 21, 2024, at City Hall.

The evaluation criteria that will be utilized in the selection of the program administrator are as follows:

- | | |
|---|----------------|
| 1. Knowledge of State and Federal Regulations governing the CDBG Program as well as other grant programs; | 20 pts. |
| 2. Experience with CDBG Funded Projects; | 20 pts. |
| 3. Management and Staffing, organizational charts, resumes, etc.; | 20 pts. |
| 4. Ability to become Quickly Familiar with Local Conditions; | 20 pts. |
| 5. Experience with Municipal Architectural and/or Engineering Projects; | 15 pts. |
| 6. Certified MBE/WBE/DBE Business. | <u>5 pts</u> |
| Total: | 100 pts |

Negotiation will begin with the firm ranked highest based upon the final rankings.

The City of Green Cove Springs reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposal process and to award the contract(s) in the best interest of the City.

RFP Packages may be obtained at www.greencovesprings.com.

By: Kim Thomas
Executive Administrative Assistant

October 21, 2024

**THE CITY OF GREEN COVE SPRINGS SUPPORTS "EQUAL OPPORTUNITY EMPLOYMENT, FAIR HOUSING
AND PROVIDING HANDICAP ACCESS".**

RFP No 2024-06

RFQ PURPOSE

The City of Green Cove Springs anticipates applying for a FFY 2021 CDBG-Corona Virus Cycle grant. The project involves the renovation of the Augusta Savage Arts and Community Center to allow for the building to serve as a Corona Virus Testing and Vaccination Center. More specifically, the project will rehabilitate the approximately 8,000 square foot cafetorium located at the Community Center, which is the site of the historic Dunbar High School.

The proposed project budget is as follows:

Activity Name	CDBG Budget	LMI% Benefit
Construction (includes project delivery)	\$ 1,292,600	At Least 51%
03L – Engineering	\$ 55,000	N/A
21A – Administration	\$ 50,000	N/A
Total	\$ 1,397,600	

SCOPE OF SERVICES

Architectural and/or engineering services for this project will include, but not be limited to, topographical surveying, testing, engineering design, permitting, bidding, construction administration and resident observation services.

Procurement and contracting for all services shall conform to CDBG guidelines, as well as other state and federal regulations including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG requirements.

EVALUATION CRITERIA

The evaluation criteria that will be utilized in the selection of the program administrator are as follows:

- | | |
|---|--------------|
| 1. Knowledge of State and Federal Regulations governing the CDBG Program as well as other grant programs; | 20 pts. |
| 2. Experience with CDBG Funded Projects; | 20 pts. |
| 3. Management and Staffing, organizational charts, resumes, etc.; | 20 pts. |
| 4. Ability to become Quickly Familiar with Local Conditions; | 20 pts. |
| 5. Experience with Municipal Architectural and/or Engineering Projects; | 15 pts. |
| 6. Certified MBE/WBE/DBE Business. | <u>5 pts</u> |

Total:	100 pts
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SUBMITTAL REQUIREMENTS

Respondents are required to submit one (1) original and three (3) copies as well as an electronic copy on USB thumb drive in a sealed envelope marked “SEALED PROPOSAL FOR RFP 2024-06 - CDBG-CV RFP FOR ARCHITECTURAL/ENGINEERING SERVICES”. Proposals must be received by 10:00 AM local time on November 21, 2024 at the City of Green Cove Springs City Hall, Attention: Kim Thomas, 321 Walnut Street, Green Cove Springs, Florida 32043. Proposals will be publicly opened at 10:00 AM local time on November 21, 2024 at City Hall.

Respondent’s proposal shall have each section tabbed according to the evaluation criteria listed above.

PROCEDURE FOR REVIEW OF PROPOSALS

A Selection Committee will be established to review and evaluate all proposals submitted in response to this Request for Qualifications (RFQ). The Committee shall conduct a preliminary evaluation of all proposals based on the information provided. The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

EVALUATION OF PROPOSALS

The City of Green Cove Springs will evaluate each written proposal, determine whether oral discussions with the individuals, firms or organizations are necessary, then based on the content of the written proposal and any oral discussions, select the best qualified for the assignment and which is most advantageous to the City of Green Cove Springs, price and all other factors considered. City will consider such factors as:

- Financial Stability;
- Capability of the Firm;
- Experience of Firm;
- The Firm's total years of operation;
- The Firm's relevant certification(s) and experience;
- The Firm's comparable contracts with other municipalities; and
- The Firm's adherence to the bid process and specifications.

ADDITIONAL INFORMATION

TERM "OWNER"

The term "Owner" where used in these documents, refers to the City of Green Cove Springs.

DATE AND RECEIPT OF RFP

Formally advertised Request for Proposals indicates a time and date for receipt of the RFP.

Responses are date stamped upon receipt, those received after the scheduled closing time will be returned unopened to the proposing firm.

WITHDRAWAL OF RFP

The proposing firm may request withdrawal of their sealed proposal prior to the scheduled receipt date and time via written request to the Executive Administrative Assistant. After being opened, the RFP will be valid for 60 calendar days and may not be withdrawn during that time.

CONTRACT AWARD

The City reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and to request resubmission or additional information. The City reserves the right to award the contract to the most responsible and responsive proposing firm, resulting in an agreement, which is most advantageous to and in the best interest of the City of Green Cove Springs. The City shall be the sole judge of the Qualifications and the resulting agreement that is in the best interests, and the City of Green Cove Springs' decision shall be final.

CONTRACT DOCUMENTS

The contract entered into by the City of Green Cove Springs and the Lead Team firm shall consist of this Request for Proposals, any addendum issued including the City's Standard Addendum to all City Contracts and Agreements document, the submitted proposal by the contractor, any approved change orders issued and the Standard Professional Engineering Service Agreement, all of which shall be referred to collectively as the Contract Documents.

ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this Request for Proposals, a written addendum will be provided to all known prospective proposing firms which will be posted on City's website. Interpretations, corrections, and changes shall not be binding unless made by Addendum. The proposing firm shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, or in person. All Addenda issued shall become part of the Contract documents. It is the proposing firm's responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged.

TERMINATION FOR CONVENIENCE

The City of Green Cove Springs shall have the right to terminate at the City's convenience, with or without cause, any Contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced shall become the property of the City of Green Cove Springs.

INDEMNIFICATION REQUIREMENT

The City shall require the following or similar indemnification paragraphs to be made part of the contract(s) as entered into with the successful proposer(s):

The City shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence.

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence.

PROOF OF INSURANCE AND WORKERS' COMPENSATION

The successful Bidder selected for the project will be required to procure and maintain during the life of the Contract with the City of Green Cove Springs, Florida insurance of the type and in the minimum amounts listed below:

- a. Commercial General Liability
 - 1. General Aggregate \$1,000,000
 - 2. Products and Completed Operations Aggregate \$1,000,000
 - 3. Personal and Advertising Injury \$1,000,000
 - 4. Each Occurrence \$1,000,000

- 5. Fire Damage (any one fire) \$ 50,000
- 6. Medical Expense (any one person) \$ 5,000
- b. Automobile Liability
 - 1. Any Automobile-Combined bodily injury/property damage, with minimum limits for all additional coverage \$1,000,000 as required by Florida law
- c. Workers' Compensation/Employers Liability
 - 1. Workers' Compensation statutory limits
 - 2. Employers Liability
 - a. Each Accident \$ 100,000
 - b. Disease-Policy \$ 500,000
 - c. Disease-Each Employee \$ 100,000
- d. Professional Liability
 - 1. When required by contract-per occurrence \$1,000,000

Insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Prior to commencing any work on the contract, certificates of insurance, approved by the City, evidencing the maintenance of said insurance shall be furnished to the City. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until fifteen (15) days after receipt of written notice by the City. **All applicable coverages shall name the City as "additional insured".** Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful proposer(s)' obligation to fulfill the insurance requirements herein.

ANTI-COLLUSION REQUIREMENT

Under no circumstances shall any prospective proposer, or any person or persons acting for or on behalf of any said prospective proposer, seek to influence or gain the support of any member of the City Council or the City Staff favorable to the interest of any prospective proposer or seek to influence or gain the support of any member of the City Council or City Staff against the interest of any prospective proposer. Any such activities shall result in the exclusion of the prospective proposer from consideration by the City.

PUBLIC ENTITY CRIMES REQUIREMENT

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 or a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in SECTION 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(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 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 defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control 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 an 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 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 the 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 HIS 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.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____ Notary Public - State of _____

(Type of identification) My commission expires _____

(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 _____ (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, _____

_____, (name of business), fully complies/does not comply with the above requirements.

Vendor/Contractor Signature

Date

**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.
12. The Contractor shall comply with applicable provisions of Section 119.0701, Florida Statutes and any contract between the parties shall fully comply with such section.

CITY OF GREEN COVE SPRINGS

CONTRACTOR/FIRM/INDIVIDUAL

By: _____
Ed Gaw, Mayor

By: _____
Name: _____ Title: _____

ATTEST:

By: _____
Erin West, City Clerk

ACKNOWLEDGEMENT OF ADDENDUM

I acknowledge the receipt of _____ Addendums to the original RFP.

Company Representative Signature



PROPOSAL FOR ARCHITECTURAL/ENGINEERING SERVICES

FFY 2021 CDBG - CORONA VIRUS PROJECT FOR THE CITY OF GREEN OF COVE SPRINGS

RFQ NO. 2024-06

PREPARED FOR:

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

PREPARED BY:

Jerel McCants Architecture, Inc.
1210 East Columbus Drive
Tampa, FL 33605
(813) 812-9120
Jerel@Jmccants.com
www.Jmccants.com

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ABOUT US

JEREL MCCANTS ARCHITECTURE, INC.

JMA was established in 2009 and is a full-service architectural and interior firm specializing in providing innovative solutions to complex problems and have been recognized for our approach to business and client experience.



Established in 2009, JMA is a boutique design firm uniquely outfitted to address the needs of project renovations, remodels and new construction. JMA, Inc. is certified as a Minority / Woman & Service-Disabled Veteran (MWBC) through the Office of Supplier Diversity and Florida Unified Certification Program, DBE for all USDOT federal aid projects and is a former 8(a) Certified Business through the US Small Business Administration. We specialize in providing innovative solutions to complex problems and have been recognized for our approach to business and client experience.

The firm's experience includes the design of public and private sector projects including housing authorities, public works projects, educational facilities, administrative buildings, medical facilities, commercial buildings, cultural facilities, hospitality and residential facilities.

OUR CAPABILITIES INCLUDE:

- Site & Building Condition Analysis
- Furniture Design and Specifications
- Maintenance/ Replacement
- Forensic Investigation
- Construction Administration
- Constructability Reviews
- Water/ Moisture Intrusion
- Historic Renovations
- Renovation/ Remodeling Design
- Interior Design/ Fixture Selection
- Budget/ Schedule Compliance
- Sustainable Implementation
- Project Closeout
- Life Cycle Cost Analysis
- ADA Renovations
- Project Management

Our method of collaboration and coordination with Owners during the design process enhances the project documents and delivery process while ensuring the project is delivered on-time and within budget.

The "Little Things We Do": Jerel McCants, Principal Architect of the firm, is involved in your project from beginning to completion. We take pride in each project, as the outcome is just as important to us as it is to our Client. Our core values are focused on integrity, innovation, and insight.

KNOWLEDGE

OF STATE AND FEDERAL REGULATIONS GOVERNING THE CDBG PROGRAM AS WELL AS OTHER GRANT PROGRAMS

JEREL MCCANTS
ARCHITECTURE, INC.

Overview

At Jerel McCants Architecture Inc., we pride ourselves on our extensive knowledge and experience with various state and federal programs that support community development and revitalization. Our expertise ensures that we can effectively navigate these programs to benefit our clients and the communities we serve.

Community Development Block Grant (CDBG)

The Community Development Block Grant (CDBG) program is a federal initiative aimed at providing communities with resources to address a wide range of unique community development needs. Administered by the U.S. Department of Housing and Urban Development (HUD), the CDBG program is one of the longest continuously run programs at HUD.

Key Features of CDBG:

- **Flexible Funding:** CDBG funds can be used for various activities, including housing rehabilitation, public facilities, infrastructure improvements, and economic development.
- **Community Focused:** The program emphasizes projects that benefit low- and moderate-income individuals, prevent or eliminate slums or blight, and address urgent community needs.
- **Local Control:** Local governments have significant discretion in determining how to use CDBG funds, allowing them to tailor projects to their specific needs.

In addition to CDBG, we are knowledgeable about various other state and federal programs that support community development, including:

- Low-Income Housing Tax Credits (LIHTC)
- New Markets Tax Credits (NMTC)
- Historic Preservation Tax Incentives
- State Housing Initiatives Partnership (SHIP) Program



Overview

ARIEL Business Group will provide additional support. The ARIEL Team possesses an in-depth understanding and knowledge of Federal Regulations including CBDG which will allow the team to coordinate with local and state officials with respect to conforming to the federal requirements. Specifically, they have provided training for CBDG funded agencies and have experience with multiple federal programs funded by Housing and Urban Development (HUD).

Our Expertise

ARIEL Business Group, Inc. has a proven track record of leveraging CBDG and other state and federal programs to enhance community development projects. Our services include:

- **Grant Application Assistance:** We help clients prepare and submit grant applications, ensuring compliance with all requirements and maximizing the chances of approval.
- **Compliance and Reporting:** We assist with the ongoing management of funded projects, including compliance with program regulations and reporting requirements.

Work with HUD and Housing Authorities

Our collaboration with HUD and various housing authorities has enabled us to successfully manage numerous community development projects. We have extensive experience in navigating the complexities of these partnerships to deliver impactful results.

Comprehensive Compliance on other Federally Funded Construction Projects

Ariel Business Group, Inc. is committed to ensuring comprehensive compliance on federally funded construction projects. Our expertise includes:

- **Federal Aviation Administration (FAA):** We manage projects that comply with FAA regulations, ensuring safety and efficiency in aviation-related construction.
- **Federal Highway Administration (FHWA):** Our team is well-versed in FHWA requirements, overseeing infrastructure projects that enhance transportation networks while adhering to federal standards.

WHY CHOOSE US?

Our deep understanding of these programs allows us to provide comprehensive support to our clients, from initial project conception through to completion. By partnering with Ariel Business Group, Inc., you gain access to a team dedicated to creating impactful, sustainable, and community-focused projects.

EXPERIENCE

WITH CDBG FUNDED PROJECTS

Jerel McCants Architecture Inc. has a proven track record of leveraging CDBG and other state and federal programs to enhance community development projects. Our services include:

- **Grant Application Assistance:** We help clients prepare and submit grant applications, ensuring compliance with all requirements and maximizing the chances of approval.
- **Project Planning and Design:** Our team designs projects that meet the criteria for funding, focusing on sustainability, community impact, and cost-effectiveness.
- **Compliance and Reporting:** We assist with the ongoing management of funded projects, including compliance with program regulations and reporting requirements.

Past experiences include:

The Jackson House Historic Reconstruction

This is a historic building constructed in 1901 as a boarding house during segregation and is listed on the National Register of Historic Places. This was also a part of the famous “Chitlin Circuit” where many performers stayed while in Tampa such as Ray Charles and Count Basie. The building needs to be demolished and it will be reconstructed keeping the same original design criteria and elements per NRHP guidelines.

The Adderley Affordable Housing Apartment Building

The Adderley is a new affordable apartment development located in Tampa, Florida. This 5-story, 137,680 GSF housing community will consist of 67 one-bedroom, 47 two-bedroom, and 14 three-bedroom units totaling 128 units. All apartments will be equipped with multiple energy-efficient features. Amenities include a large clubhouse area with activity and meeting rooms, on-site laundry, a beautiful pool, and ample parking.

As part of our services, JMA will provide Interior Design Services for the building and contribute color palette selection for the exterior facades and will also coordinate HUD required features and amenities oversight to ensure these requirements will be incorporated into the finished construction of the building and the site amenities, including parking and walkways.

Tampa Union Station

Tampa Union Station was built in 1912 and since then has fallen into disrepair as rail service diminished. In the early 1990's a non-profit organization restored this station for full functioning with Amtrak rail service. This building is within Ybor City and is on the National Historic Landmark and is listed on the National Register of Historic Places. This new scope of work is to maintain the original materials to keep the character of this historic building, like the existing window substrate with new exterior trim made from dense, modified accoya wood. Also, upgrades to the existing restrooms with a new ADA compliant Unisex Stall with period finishes.

MANAGEMENT & STAFFING

ORGANIZATIONAL CHARTS, RESUMES, ETC.

JMA provides you with a highly experienced team capable of achieving your project objectives as outlined in the RFP.

Our current staff of 6 includes 1 Registered Architect, 3 Architects, 1 Construction Administrator, and 1 Project Coordinator who are committed to achieving the Owner's schedule and budget requirements.

Our firm's fifteen years of experience has provided the team exposure to all phases of design and construction and they are prepared to complete the architectural design and production on any project assignment.

ORGANIZATION CHART

JMA provides you with a highly experienced team capable of achieving your project objectives.



Jerel McCants, AIA
Principal Architect

JEREL MCCANTS
ARCHITECTURE, INC.

Terry Miller
Construction administrator (JMA)

Eduardo Olarte
Project Manager II (JMA)

Safoura Kazemilari
Project Coordinator (JMA)

DESIGN CONSULTANTS



Mechanical & Electrical Engineering
Julius Davis
President & CEO
VOLT AIR



Civil Engineering
Arnold Austin P. E., S. I.
Principal
ASG



Structural Engineering
Richard L. V. Coates, III, P.E.
President
GULF ATLANTIC
ENGINEERS



Consultant
CDBG Grant & Observation
Service Support
Thomas Huggins, III
President & CEO
ARIEL
BUSINESS GROUP

The following design consultants have all completed projects with JMA and will have contracts for performance in their applicable area of expertise with JMA.

DESIGN CONSULTANTS

MECHANICAL AND ELECTRICAL ENGINEERING



VoltAir Consulting Engineers, Inc. provides mechanical, electrical, plumbing, fire protection and information technology design services. Headquartered in Tampa, FL, VoltAir also maintains offices in Orlando, FL and Houston, TX and is a certified minority owned corporation.

Founded in 2006, the firm provides quality assurance from conceptual design through construction administration and project closeout. With buildings that range from schools to airports, our engineers and technical staff provide design services associated with renovations, additions, and new construction. VoltAir's project experience includes a wide variety of market sectors, including: education, aviation, government, hospitality, public works, healthcare, multi-family, hospitality, and various other commercial and industrial sectors. I

In 2015 the firm expanded to include VoltAir Constructors, which provides design-build Electrical Contracting services.

STRUCTURAL ENGINEERING



Austin Structural Group was formed in 2012 by Arnold Austin. As the owner and sole principal of the consulting firm, Mr. Austin is a graduate of the University of Miami and holds a Bachelor's of Science in Architectural Engineering and Civil Engineering. A registered Professional Engineer and Special Inspector in the state of Florida, Mr. Austin has 14+ years' experience in structural design, preparation of contract documents, project management and construction administration.

The firm provides structural design services on buildings ranging from custom residences to mid-to-high-rise residential and commercial structures, government offices, medical and recreation facilities, dormitories, museums, and parking structures of various levels of complexity. Regardless of the project scale, they strive for excellence in meeting demands related to constructability, budget, schedule, form, function, and maintaining aesthetic values. Their deliverable schedules are tailored to meet the requirements for design-bid build, design-build and fast-track project delivery systems.

Austin Structural Group is experienced in the use of a broad range of structural materials, including: conventionally-reinforced concrete, post-tension concrete, pre-cast concrete, masonry, structural steel, cold-formed steel, and wood. In addition, they have in-depth knowledge in the interpretation and application of all current governing building codes and design standards including, but not limited to: the Florida Building Code (FBC), the International Building Code (IBC), ACI, ASCE, and the AISC.

CIVIL ENGINEERING



Gulf Atlantic Engineers was founded in 2019 with a simple goal - to provide exceptional engineering services. Over the years, they have built a team of dedicated professionals who are passionate about delivering innovative and sustainable solutions to their clients. The company specializes in a range of civil engineering services, including transportation, structural design, environmental engineering, and forensic engineering.

As experienced civil engineers, Gulf Atlantic Engineers specializes in providing comprehensive site development services. Their team of experts are proficient in understanding the requirements, budget, and timeline to meet the specific needs of each project. Gulf Atlantic Engineers also provides planning services designed to navigate through the complex regulatory environment to get the project off the ground. They assist with site selection, feasibility studies, zoning analysis, and master planning.

Past projects include but are not limited to; City of Tampa, Chase N Green Recycling, Collier County Public Works, Mobley Development.

BUILDING ENVELOPE AND ROOFING CONSULTING SERVICES



PBA Design Group, Inc. is a unique full service architectural firm located in Tampa, Florida that provides specialty building envelope and roofing consulting services for municipal, educational, commercial, industrial, and residential buildings. They specialize in new construction and renovation work that includes exterior building envelope restoration and roof replacements for all types of steep and lowslope roofing systems.

CONSULTANT: CDBG GRANT AND OBSERVATION SERVICE SUPPORT



The ARIEL Business Group, Inc. (ARIEL), has over 28 years of diversified management and business consulting experience. The firm's services include consulting, construction diversity compliance monitoring, outreach, construction support, workforce development, community engagement, training and technology support. ARIEL has worked in various industries and on major Design-Build projects in Infrastructure, Transportation, Aviation, Industrial, Sports Facilities, Residential and Commercial industries. ARIEL has provided services to local, state and federal government agencies, as well as major Design Builders, Engineers, Developers and Consultants.

ARIEL recently completed the HUD funded Saint Petersburg Housing Authority Jordan Park Project. ARIEL's Diverse Business Outreach, Compliance and Inclusion Services has led to more than \$200 million dollars of Diverse Business inclusion on various projects.



JEREL MCCANTS
ARCHITECTURE, INC.

JEREL MCCANTS, AIA, LEED GREEN ASSOCIATE CEO | President

Mr. Jerel McCants established Jerel McCants Architecture, Inc. in 2009. Mr. McCants has experience in many building types including Municipal, Educational, High-rise condominiums, Cultural and Residential. Mr. McCants mission is to contribute to innovative architectural design and construction methods to residential and commercial markets as a Managing Principal based on his ability to direct staff members and communicate effectively with clients and contractors. His mix of small, medium and large (S,M,L) projects have allowed him to maintain a steady firm standing and consistent viability in the global marketplace.

FEATURED PROJECT EXPERIENCE

- Historic Preservation of the Johnson Houses - provide design & construction drawings for the Preservation of (2) existing houses and oversee the renovation through providing limited Construction Administration services.
- St. Peter Claver Academy - Feasibility, programming and Master- planning for School Campus Creation of a Capital Improvement plan to include to construction of a new 15,000 SF Church and Fellowship Hall buildings due the relocation of the existing adjacent church campus.
- THA Early Childhood Development Center - Interior Build-out. 2,500 SF space will provide day care assistance for the residents. 2018. \$394,000
- Palmetto Park Apartments - Interior remodel of existing 26 unit affordable housing apartment complex. Scope to include Site modification plans, demolition plans, interior elevations, framing detail, specifications manual, bidding and permitting and consultant coordination.
- Lakeland Housing Authority - Physical Needs Assessment (PNA) for the Renaissance property which contains 3-story senior building with (78) 1-BR apartments. (118) units consist of 2-3 and 4 BR apartments.
- ETCBA Affordable Housing - This 8,600 S.F. building encompassed (6) 2 story units in a townhouse configuration providing three bedroom and three bathroom floor plans. The construction of this project would incorporate
- Pasco County Housing Authority - Associate Designer for new workforce housing in Pasco County providing design support and coordination of Fair Housing Guidelines to ensure unit types were equipped to retrofit into accessible units as required by the Department of Housing and Urban Development. Each building will contain approx. (4) units with a mix of one, two- and three-bedrooms apartments within a total campus of 18 buildings.
- The Adderley Apartments Affordable Housing - Affordable housing development is currently under construction. This 4.6-acre site will contain a 5 Story, 137,680 Gross Floor Area building to provide housing for 128 dwelling units.

ROLE

Principal Architect

EXPERIENCE

Total: 25 years With JMA: 15 years

OFFICE LOCATION

Tampa, FL

EDUCATION

University of South Florida,
Tampa, FL Certificate in
Community Real Estate
Development, 2010 Florida Institute of
Government University
of South Florida,
Tampa, FL Masters of Architecture, 2001
Overseas Study Program in Paris, France
(Summer 1999)
Tennessee State University.
Nashville, TN Bachelor of Science in
Architectural Engineering, 1996 Student
Ambassador to the Soviet
Union (Summer 1990)

REGISTRATIONS

Architect: State of Florida, 2008
State of New York, 2010,
State of Illinois, 2010
State of Georgia, 2012
State of Michigan, 2015
State of Tennessee 2019



TERRY MILLER
Construction Administrator

Terry Miller brings 44 years of combined architecture and construction experience to this project. His experience includes educational, affordable housing, office buildings, community buildings, recreation facilities, parking garages, and commercial, governmental, and healthcare projects. Terry’s main areas of responsibility at JMA are management/oversight which includes coordination and directing practice efforts in delivering projects from inception, through design, technical specifications, construction administration duties, and acceptance of projects by the client.



ROLE
Construction Administrator

EXPERIENCE
Total: 44 years
With JMA: 6 years

OFFICE LOCATION
Tampa, FL

EDUCATION
Georgia Institute of Technology,
Atlanta, GA
Masters of Architecture, 1983
Florida A&M University,
Tallahassee, FL
Bachelor of Science in
Architecture, 1980

REGISTRATIONS
Architect: State of Florida, 1983 - 2015,
Retired 2014
Evaluator - Essential Emergency Duties:
State of California,
2011 – 2016

FEATURED PROJECT EXPERIENCE

- Palmetto Park Apartments - Interior remodel of existing 26 unit affordable housing apartment complex. Scope to include Site modification plans, demolition plans, interior elevations, framing detail, specifications manual, bidding and permitting and consultant coordination.
- St. Peter Claver Academy - Feasibility, programming and Master- planning for School Campus Creation of a Capital Improvement plan to include to construction of a new 15,000 SF Church and Fellowship Hall buildings due the relocation of the existing adjacent church campus.
- Historic Preservation of the Johnson Houses - provide design & construction drawings for the Preservation of (2) existing houses and oversee the renovation through providing limited Construction Administration services.
- Tampa Housing Authority Early Childhood Development Center - Interior Build-out. 2,500 SF space will provide day care assistance for the residents. 2018. \$394,000
- The Jackson House Historic Reconstruction - This project intends to replace the entire historic building that its structurally unstable, severely deteriorated, and posed a serious threat to public health, safety, and welfare of the community.
- Seminole Elementary School - HVAC Renovations, Electrical Network Infrastructure Renovation. Providing an assessment report along with design and coordination services .
- Wimauma Cultural Center – Conceptual design package for a New Cultural Center.
- Tampa Police K-9 Unit Operations Center - Scope of Work includes Design Development documents for a 9,664 S.F. facility based on provided conceptual sketch to contain training rooms, offices, support spaces, K9 kennels, and exterior garage building. Schedule TBD. Est. Cost \$5M



EDUARDO OLARTE
Project Manager II

In his role as Project Manager, Eduardo is responsible for coordinating and managing the day-to-day coordination of the team including our design consultants as well as the production of working drawings, details, and specifications to ensure the highest level of quality, accuracy, and completeness.

Manuel is highly skilled in the use of Archicad, AutoCAD, REVIT, Twinmotion, Lumion, D5 Render, Photoshop, Illustrator, and Lightroom, presentations, Renderings, and three-dimensional illustrations; Medium Skilled in the use of Sketch-Up, 3ds Max, and Cinema 4D.

FEATURED PROJECT EXPERIENCE

- Palmetto Park Apartments- Interior remodel of existing apartment floor plans in select units. Scope to include Site modification plans, demolition plans, interior elevations, framing detail, specifications manual, bidding and permitting and consultant coordination.
- Historic Preservation of the Johnson Houses - provide design & construction drawings for the Preservation of (2) existing houses and oversee the renovation through providing limited Construction Administration services.
- The Jackson House Historic Reconstruction - This project intends to replace the entire historic building that its structurally unstable, severely deteriorated, and posed a serious threat to public health, safety, and welfare of the community.
- Kingdom Kids Christian Daycare Academy
- Family of Christ Pavilion
- 502 East Tyler Street – Office Improvements

ROLE

Project Manager II

EXPERIENCE

16 years

Total:

With

JMA: 1 years

OFFICE LOCATION

Tampa, FL

EDUCATION

University School of Architecture
Pereira - Colombia
B.A. in Architecture and Urbanism

EXPERTISE

Project Management,
Bioclimatic Architecture,
Residential & Commercial
Projects,
Sustainable Architecture,
Building Automation, &
Photography

LANGUAGES

English
Spanish
Italian



SAFOURA KAZEMILARI

Project Coordinator

Safoura is originally from Iran and has lived in the United States for the past 4 years. She has worked in many various positions in the municipal and the private sector. She has developed an ability to anticipate and resolve conflicting information within developed documents to provide a more consistent produced set of drawings that aid the contractor during construction. Her perspective on foresight is a value to the firm.

JEREL MCCANTS
ARCHITECTURE, INC.

FEATURED PROJECT EXPERIENCE

ROLE
Project Coordinator

Experience
Total: 8 years
With JMA: 4 years

OFFICE LOCATION
Tampa, FL

Education
Azad University,
Shiraz branch, Iran
Master's degree in
Architectural
Engineering, 2008

PROFICIENCY AND SKILLS
AutoCAD, Revit, Sketchup,
Photoshop LANGUAGES: Fluent in English
and Farsi

- The Adderley Apartments Interior Design services - Affordable housing development is currently under construction. This 4.6-acre site will contain a 5 Story, 137,680 Gross Floor Area building to provide housing for 128 dwelling units.
- Diana Street Townhomes - new 10,879 SF, 2-Story Affordable apartment development to contain (6 Unit) with approx. 2,250 SF, 3-BR units.
- St. Peter Claver Academy - Feasibility, programming and Master- planning for School Campus Creation of a Capital Improvement plan to include to construction of a new 15,000 SF Church and Fellowship Hall buildings due the relocation of the existing adjacent church campus.
- The Jackson House Historic Reconstruction - This project intends to replace the entire historic building that its structurally unstable, severely deteriorated, and posed a serious threat to public health, safety, and welfare of the community.
- 2108 Columbus Drive South – new approx. 12,500 SF, 2-Story (10) Unit Affordable Development on an existing parcel. (4) Units per floor apartments with (2) Units on third floor with parking in rear of site.
- Seminole Elementary School - HVAC Renovations, Electrical Network Infrastructure Renovation. Providing an assessment report along with design and coordination services .
- Estero Blvd. Townhomes - New approx. 3,000 SF, 2-Story Quadplex Development on an existing parcel. (2) Units per floor apartments with parking underneath building.
- 40th Street Mixed Use Development - New Mixed-Use development on vacant parcel. Preliminary Site Analysis yields: 15,266 SF Retail & Residential mix. including multiple retail/ community/office tenant “Shell spaces* totaling 4,556 SF” and Apartments: first floor total 6,119 SF and second floor total 4,592 SF.

VOLT+AIRMECHANICAL / ELECTRICAL
PLUMBING / FIRE PROTECTION / COMMISSIONING
COMMUNICATIONS / TECHNOLOGY ENGINEERING
ELECTRICAL DESIGN-BUILD CONTRACTING**JULIUS D. DAVIS, P.E., LEED® AP****President & CEO, Electrical Engineer**

Julius is well versed in all phases of electrical engineering design and analysis. He has extensive experience in interior and exterior lighting, power distribution, power generation, and specialty systems such as voice and data, telephone and security for a variety of building types. Julius is highly skilled in developing innovative engineering solutions to specific design problems. He has in-depth experience writing specifications, performing calculations, project budgeting, and site inspections.

HILLSBOROUGH COUNTY, MISCELLANEOUS PROFESSIONAL ENGINEERING SERVICES - Subconsultant to Brown & Caldwell

Continuing professional engineering services associated with the planning, design, assessment, permitting, bidding, maintenance and construction of water, wastewater, and reclaimed water facilities and infrastructure owned and operated by the Hillsborough County Public Utilities Department (PUD). 2018-2020

HILLSBOROUGH COUNTY, ANDREWS & RIVERVIEW LIBRARY - Tampa, FL

Two new library buildings, 25,000-SF and \$5 million each, with layouts based upon similar libraries constructed in Hillsborough County.

HILLSBOROUGH COUNTY, UNIVERSITY AREA COMMUNITY LIBRARY - Tampa, FL

\$3 million, 15,000-SF library, incl.: public library with media center for the adjacent Muller Elementary School. Project includes 100 parking spaces for the library.

HILLSBOROUGH COUNTY, ROBERT W. SAUNDERS LIBRARY - Tampa, FL

\$7.84 million, 30,000-SF library facility, conforming to a nationally recognized high performance green building rating system. The new building consisted of a library with community areas, multi-purpose room, and custom acoustics and lighting.

HILLSBOROUGH COUNTY, CHILLER PLANT - Tampa, FL * Previous Experience

Expansion of existing central energy plant to supply chilled water to main courthouse, including electric chiller, thermal storage combination, identification and implementation of energy conservation to reduce utility costs in seven downtown buildings. \$8 million

HILLSBOROUGH COUNTY, STORMWATER DEPT., CONTINUOUS ENGINEERING SERVICES - Subconsultant to DRMP, Inc.

Provide stormwater engineering services to support capital improvement and watershed management including, but not limited to, asset preservation and renewal, flood protection, & water quality improvement projects. 2017-2019

CITY OF TAMPA, CONTINUING MEP/F ENGINEERING SERVICES

Provided Continuing MEP/F Engineering Services for projects under \$1,000,000. Contract is complete April 2020

CITY OF TAMPA, WATER TREATMENT PLANT- Tampa, FL

Replacement of an existing primary chiller that failed with a new 200-ton chiller / \$100,000. Replacement of two air handling units, boiler, refurbish existing VAV units, and installation of a new 200-ton chiller for backup. \$350,000

CITY OF TAMPA, OLD CITY HALL EXTERIOR RENOVATIONS - Tampa, FL

Ext. renovations to the City of Tampa Historical Old City Hall building, incl: construction documents to renovate the exterior lighting and branch circuitry, and designing a temporary electrical service for the contractors performing restorations.

YEARS OF EXPERIENCE

22 years of experience
12 years as President and CEO for VoltAir Consulting Engineers, Inc.

EDUCATION

Bachelor of Science,
Electrical Engineering 1993
University of South Florida

Masters of Business
Administration 2014
University of South Florida

REGISTRATIONS

LEED® Accredited
Professional
Registered Professional Engineer
Florida # 58005

PROFESSIONAL AFFILIATIONS

Enterprise Florida
U.S. Green Building Council
National Society of Black Engineers
University of South Florida
College of Engineering Advisory Board, Chair
Hillsborough Community College Board
Greater Tampa Chamber-Board
Tampa/Hillsborough Economic Development Corporation
Florida Transportation Commissions, Commissioner

ARNOLD AUSTIN, P.E., S.I. PRINCIPAL



Mr. Austin is the founder and principal of Austin Structural Group, Inc. With over 19 years of experience in structural design, contract document preparation, project management, construction administration and threshold inspections, Mr. Austin has experience working for a number of well-respected consulting firms and has designed and managed various multi-million dollar structures in the Southeast United States. Mr. Austin has extensive experience interacting with architects, contractors, sub-contractors, owner representatives and construction managers. He has specialized experience in complex framing and specialty structures, investigations and evaluations of existing structures, structural renovations, alterations and repairs, and structural property assessments.

EDUCATION

Bachelor of Science in Civil Engineering, 1999
Bachelor of Science in Architectural Engineering, 1999
 University of Miami, Coral Gables, Florida

PROFESSIONAL LICENSES

- National Council of Examiners for Engineering & Surveying (NCEES) **Council Record No. 52613** with **Model Law Engineer (MLE)** designation
- Registered State of Florida Professional-Engineer-**FL PE #66375**
- Registered State of Florida Special Inspector **FL SI #7018919**
- Registered State of Georgia Professional-Engineer-**GA PE #037870**

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers (ASCE)
- American Concrete Institute (ACI)
- American Institute of Steel Construction (AISC)
- Florida Engineering Society (FES)
- International Concrete Restoration Institute (ICRI)

www.austrucgroup.com

EXPERIENCE

OWNER and PRINCIPAL

AUSTIN STRUCTURAL GROUP, INC.

2012 - PRESENT

Responsible for all aspects of business operation and provides fully integrated structural consulting services. Provides a range of consulting services to diverse clientele including architects, developers and contractors.

STRUCTURAL ENGINEER

U.S. ARMY CORP OF ENGINEERS

2010 - 2011

Managed investigation, formulation and evaluation of structural design for major features of civil works and military construction projects within the design/construction branch. Developed and reviewed structural designs, plans and technical specifications for variety of structures. Appraised designs for conformance with military specifications for civil works projects.

PROJECT ENGINEER / PROJECT MANAGER

TRC WORLDWIDE ENGINEERING

1999-2003 / 2006 - 2010

Led and managed numerous large-scale projects with construction costs ranging from \$5M to \$1B. Engaged in extensive interaction with architects, local building authorities, contractors, construction managers, owners and suppliers. Intimately involved in the schematic, design development and construction phases of the projects.

PROJECT ENGINEER

SMISLOVA, KEHNIMUI & ASSOCIATES

2005 - 2006

Project engineer for multiple mid-sized office buildings located in Washington, D.C. Performed structural design, and conducted coordination meetings with project architect, general contractor, and other engineering consultants during all design phases.

SENIOR ENGINEER

THORNTON-TOMASETTI GROUP

2003 - 2005

Responsible for numerous large-scale projects in the Washington D.C. area. Utilized in-depth knowledge of design and construction experience in a variety of construction materials. Managed projects via extensive interaction with clients and construction representatives during all phases of construction.

PROJECT EXPERIENCE

- **Robert L. Taylor Complex**
Sarasota, FL
- **New College-Bates Hall Renovations**
Sarasota, FL
- **New College-New Residence Halls**
Sarasota, FL
- **Sterling Park Office Building**
Sarasota, FL
- **The Renaissance Condominiums**
Sarasota, FL
- **Valrico Academy Charter School**
Riverview FL
- **Sunlake Academy Charter School**
Lutz, FL
- **North Pointe Church**
Lutz, FL
- **Daystar Life Center**
Saint Petersburg, FL
- **Duke Energy Center**
Charlotte, NC
- **Harvey B. Gantt Center**
Charlotte, NC
- **The Ratcliff Condominiums**
Charlotte, NC
- **Charlotte Data Center**
Charlotte, NC
- **1875 Pennsylvania Ave. Office Building**
Washington, D.C.
- **505 9th Street Office Building**
Washington, D.C.
- **Washington Nationals Baseball Stadium**
Washington, D.C.
- **U.S. National Slavery Museum**
Fredericksburg, VA
- **Mt. Vernon Museum and Visitor Center**
Mt. Vernon, VA
- **Additional to Rouss Hall, University of VA**
Charlottesville, VA

SECTION 4 | RESUMES (CONTINUED)

Richard L. V. Coates, III, P.E.

Phone: 727-205-3091
E-mail: Richard@GulfAtlanticEngineers.com

Summary: Over thirty years of professional engineering and architectural experience in planning, design, construction, operations and maintenance of public and private sector projects and facilities.

Public sector experience: municipal engineering, transportation planning, design and construction, solid waste collection and disposal, landfill operations, fleet services, building maintenance and design, drainage and storm water management, traffic operations, street maintenance, bridge rehabilitation, and emergency service response to natural disasters such as hurricanes, tornados, snow/ice storms, and flooding.

Private sector experience: project development of bridges, warehouses, office buildings, shopping centers, water treatment plants, manufacturing plants, residential housing, electrical power plants, landfills, educational institutions, and churches.

Experience:

President

Gulf Atlantic Engineers, PA, Clearwater, Florida 2017 – Present
Provide professional engineering, architectural and design services for corporate clients, governments, and individuals. Including forensic engineering, expert witness, technical advisor, business development, structural analysis, water resources, stormwater, site work design, residential and commercial buildings, permit processing, construction inspections, cost allocation and estimating, transportation & traffic engineering, environmental engineering, and real estate transactions.

Senior Forensic Engineering Consultant

Rimkus Consulting Group, Tampa, FL 2015 - 2017
Responsible for investigating and evaluating commercial and residential structures to determine the cause of structural concerns. Provides investigations on residential and commercial/industrial structures including roofs, water intrusion, flooring, foundations, and structural damage from storms. Investigates and analyzes construction losses and construction defects for building performance issues, structural failures, vibrations, and construction accidents. Provides investigation and evaluation on stormwater, drainage, pavements, and general site work conditions. Provides expert testimony in construction and property related cases, particularly those involving municipalities and state and local governments.

Director of Public Works

Pinellas County Government, Clearwater, Florida 2013 – 2015
Led the four divisions of the department including overseeing: traffic signals, pavement markings, traffic signs, ITS/ATMS, traffic safety studies, stormwater management, coastal management, urban forestry, mosquito control, pavement management, sidewalks, and bridges. Provided briefings and presentations to the Board of Commissioners and their staff members. Met with community organizations regarding infrastructure and environmental needs and solutions. Developed and monitored budgets, performance measures, and employee performance plans/evaluations. Coordinated with other local governments, FDOT, DEP, MPO, Corps of Engineers, and regional transportation and environmental organizations.

Assistant Director of Public Works

Fulton County Government, Atlanta, Georgia 2001 – 2013
Responsibilities included leading transportation and solid waste divisions for the department. Included overseeing the following services in unincorporated Fulton County: engineering, transportation planning, solid waste management, traffic engineering & operations, street maintenance, stormwater management, fleet management and asset management.



H. Howard Piper, Principal in Charge
52 Years Experience
23 Years with PBA

**EDUCATION:**

B.S., Business Administration, Carson Newman College

EXPERIENCE:

Mr. Piper has worked in the roofing and waterproofing since 1971. Since 1986 he has worked solely as a consultant to the roofing/waterproofing industries providing consulting, evaluation, and investigation services to clients such as Pinellas County Schools, Hillsborough County Public Schools, Manatee County Schools, Diocese of St. Petersburg, City of Tampa, and various architectural firms.

**RECENT PROJECTS:
(2019-2024)**

Tampa Convention Center – Roofing System Design
 Straz Performing Arts Center – Roof Replacement System
 Old Tampa City Hall – Exterior Restoration
 Fire station 28 – Metal Roof Repair
 Polk Judicial Parking Garage – Traffic Coating
 Bayshore Balustrade – Concrete restoration
 Brooker Elementary School – Low Slope Roof Replacement
 Gibsonton Elementary School – Low Slope Roof Replacement, HVAC, Weatherproofing & Painting
 Booker Middle School – Step Slope Metal Roof Replacement
 Espiritu Santo Catholic Church – Tile Roof Replacement, Weatherproofing & Painting
 Westgate Elementary School – Steep and Low Slope Roof Replacement
 Venice Elementary School – Weatherproofing & Painting
 Ruskin Elementary School – Low Slope Roof Replacement
 Port of Tampa Bay Cruise Terminal III – Canopy Design & Plaza Deck Replacement
 MacDill Air Force Base – Multiple Renovation & Roof Replacement Projects
 Brentwood Elementary School – Weatherproofing & Painting

LICENSES / OTHER QUALIFICATIONS:

Licensed Roofing Contractor in the State of Florida
 Licensed 107 Drone Pilot



THOMAS HUGGINS III

President & CEO



ABOUT

Thomas Huggins, III, President and CEO of the ARIEL Business Group, a multi-disciplined SBA 8(a), WMBE, MBE & DBE certified business and management consulting firm. They bring more than 30 years of expertise in Diverse Vendor Inclusion, Outreach, Compliance, and Workforce Development. The unique experiences of the ARIEL team will provide a solutions-oriented, robust, and effective Diverse Vendor Outreach and Workforce Development effort for this project.

EDUCATION

B.S. Business Administration/Finance
College of Charleston
Charleston, SC

A.A. Business Administration
Florida Junior College
Jacksonville, FL

RECOGNITIONS INCLUDE

- Featured on the cover of the Maddux Report
- Selected as **Minority Businessperson of the Year** finalist by the Tampa Bay Business Journal
- Selected as **Minority Business Advocate of the Year** by Tampa Bay MED Week Committee.

CONTACT INFO

ARIEL Business Group, Inc.
3706 W. McKay Avenue
Suite B
Tampa, Florida 33609
Phone: (813) 207-0003
Fax: (813) 286-7037
www.arielbusinessgroup.com

EXPERIENCES

- Over twenty-five years of diverse experience in consulting, project administration, management, public involvement, community engagement, Diversity and Inclusion, Construction Compliance, Training and Workforce initiatives.
- Directs Construction DBE Support Services Program for FDOT. Extensive experience with horizontal and infrastructure projects including industrial, road, highway and bridge projects, including P3 project.
- Extensive experience with Federal, State, and Local government projects including Design Build projects for Roadway, Industrial, Commercial Project.
- Developed creative strategies to assist public sector agencies and private corporations with developing effective procurement and small business construction programs and training programs.

PROFESSIONAL HISTORY

May 1996 – Present Tampa, FL
The ARIEL Business Group, Inc., President & CEO
Responsible for daily operations of management consulting practice, supervise consulting assignments and work plan development, and coordinate business development activities.

April 1990 – April 1996 Tampa, FL
Boone Young & Associates, Inc. Manager
Responsible for local office operation and administration for Tampa/St. Petersburg MSA (West Coast Florida). Was responsible for marketing, management and staff supervision. External promotions, client services, quality control, media relations and governmental relations. Also responsible for assistance to over 2,500 businesses and individuals.

April 1987 – April 1990 Tampa, FL
Laventhol & Horwath, CPA, Manager
Managed office operations and personnel, developed proposals and budgets for office and maintained working knowledge of various governmental assistance programs to develop technical assistance.

June 1984 – April 1987 Tampa, FL
Boone Young & Associates, Inc. Management Consultant
Developed work plans for consultant engagement, assisted businesses with management, marketing, and financing and supervised management staff services to assure quality control over technical assistance provided.

February 1982 – June 1984 Tampa, FL
Community Federal Savings & Loan Association of Tampa
Coordinated computer input and parameters of day-to-day operation, managed investment portfolios and analyzed commercial and residential loan requests.

FAMILIARITY

WITH LOCAL CONDITIONS

The JMA team has viewed and understands the local conditions of the building and the community and we have also included as part of our team Thomas Huggins, who leads the Ariel Business Group and is a former resident of Green Cove Springs and more specifically the community where the project will be located.

Green Cove Springs is a small city with a population of approximately 10,000 and is known for its community-focused atmosphere and historical significance, making it a unique place to live and work. We understand the fabric of the community and the significance of this project and its value not only to City of Green Cove Springs but also the community.

Town of Green Cove Springs was incorporated in 1874. Since then, the town has experienced several changes, such as being a popular vacation destination in the 1800's to the establishment of a Naval Air Base in the 1900's. Later in the 20th Century, farming became popular along with expansion to include industrial development. To this day, the City has produced many prominent and successful persons, including Augusta Christine Fells Savage, an accomplished African American sculptor during the Harlem Renaissance period. Other prominent names include: Mr. James Cash Penney, Owner of J.C. Penney retail stores. Another rebirth is being experienced with growth and its close connection with the City of Jacksonville, Florida.

Local Familiarity

Our team member Thomas Huggins III is a graduate of Clay High School and whose parents attended the former Dunbar High School is uniquely familiar with the community and will provide a unique perspective and history of the local Green Cove Springs community to the JMA team. Mr. Huggins' childhood home is situated one block away from the project.



JEREL MCCANTS ARCHITECTURE, INC.

SECTION 6

EXPERIENCE

MUNICIPAL ARCHITECTURAL AND/OR ENGINEERING PROJECTS

To demonstrate our expertise and alignment with the scope of the proposed project, the following section highlights examples of past and existing projects that reflect our capabilities and experience with various state and federal programs that support community development and revitalization.



THE JACKSON HOUSE HISTORIC RECONSTRUCTION



OWNER INFORMATION

Tampa Housing Authority
5301 W Cypress St Tampa, FL
Lorenzo Reed
lorenzo.reed@thafl.com
813-341-9101

PROJECT COST

\$4M Estimated

COMPLETION

TBD

This project intends to replace the entire historic building that its structurally unstable, severely deteriorated, and posed a serious threat to public health, safety, and welfare of the community.

This is a historic building constructed in 1901 as a boarding house during segregation and is listed on the National Register of Historic Places. This was also a part of the famous "Chitlin Circuit" where many performers stayed while in Tampa such as Ray Charles and Count Basie. The building needs to be demolished and it will be reconstructed keeping the same original design criteria and elements per NRHP guidelines.

PROJECT TEAM MEMBERS INVOLVED

Jerel McCants | Project Architect
Eduardo Olarte | Project Manager II
Safoura Kazemilari | Project Coordinator
Terry Miller | Construction Administrator



Historic Preservation of the Jackson Houses



This project was developed to repair an existing awning at the Cuban Club, "Circulo Cubano de Tampa". This is a 1917 building within the Ybor City National Historic Landmark and is listed on the National Register of Historic Places. The repaired awning is located above the first-floor portal on the northern elevation. The intention was to maintain the original materials to keep the character of this historic building, like the existing beadboard ceiling. Also, we maintained the existing connectors to support the existing awning cable system. We have also completed interior remodel work to support new HVAC equipment to meet the demands of this entertainment/ banquet facility.

PROJECT TEAM MEMBERS INVOLVED

Jerel McCants | Project Architect



Jerel McCants Architecture, Inc.



SECTION 6 | EXPERIENCE (CONTINUED)

TAMPA UNION STATION IMPROVEMENTS



OWNER INFORMATION

City of Tampa

ESTIMATED PROJECT COST

\$6.5 Million

Tampa Union Station was built in 1912 and since then has fallen into disrepair as rail service diminished. In the early 1990's a non-profit organization restored this station for full functioning with Amtrak rail service. This building is within Ybor City and is on the National Historic Landmark and is listed on the National Register of Historic Places. This new scope of work is to maintain the original materials to keep the character of this historic building, like the existing window substrate with new exterior trim made from dense, modified accoya wood. Also, upgrades to the existing restrooms with a new ADA compliant Unisex Stall with period finishes.

PROJECT TEAM MEMBERS INVOLVED

Jerel McCants | Project Architect



The Adderley Apartments Affordable Housing



OWNER INFORMATION

Blue Sky Communities
180 Fountain Pkwy, Suite 100
St. Petersburg, FL 33716

PROJECT COST

\$15,000,000

COMPLETION

Spring 2024

The Adderley is a new affordable apartment development located in Tampa, Florida. This 5-story, 137,680 GSF housing community will consist of 67 one-bedroom, 47 two-bedroom, and 14 three-bedroom units totaling 128 units. All apartments will be equipped with multiple energy-efficient features. Amenities include a large clubhouse area with activity and meeting rooms, on-site laundry, a beautiful pool, and ample parking.

As part of our services, JMA will provide Interior Design Services for the building and contribute color palette selection for the exterior facades and will also coordinate HUD required features and amenities oversight to ensure these requirements will be incorporated into the finished construction of the building and the site amenities, including parking and walkways.

Special Site Plan Approval was required to submit this project for permitting with requirements for bicycle parking, stormwater, and site access.

PROJECT TEAM MEMBERS INVOLVED

Jerel McCants | Project Architect
Safoura Kazemilari | Project Coordinator

ETCBA Multi-family Affordable Housing



OWNER INFORMATION
ETCBA, Inc.
2814 N. 22nd Street
Tampa, FL 33605

PROJECT COST
\$800,000

COMPLETION
TBD

This project was developed to provide affordable housing for workforce population located in East Tampa. The project site was co owned by the City of Tampa and East Tampa Business and Civic Administration (ETBCA) to support this non profit organization whose mission is to foster the economic growth of the area residents and empower its constituents with home ownership.

This 8,600 S.F. building encompassed (6) 2 story units in a townhouse configuration providing three bedroom and three bathroom floor plans. The construction of this project would incorporate efficient building materials to reduce the typical cost of construction buy utilizing Sip Panel wall systems, minimal plumbing runs, low sloped directional, membrane roofing system with tapered insulation. Projected budget of \$800,000 will try to be achieved to keep this project development cost affordably priced for future occupants.



COLUMBUS DRIVE AFFORDABLE HOUSING



OWNER INFORMATION

City of Tampa/
The Pittman Group
Shacers Design Development

PROJECT COST

\$2.5M Est.

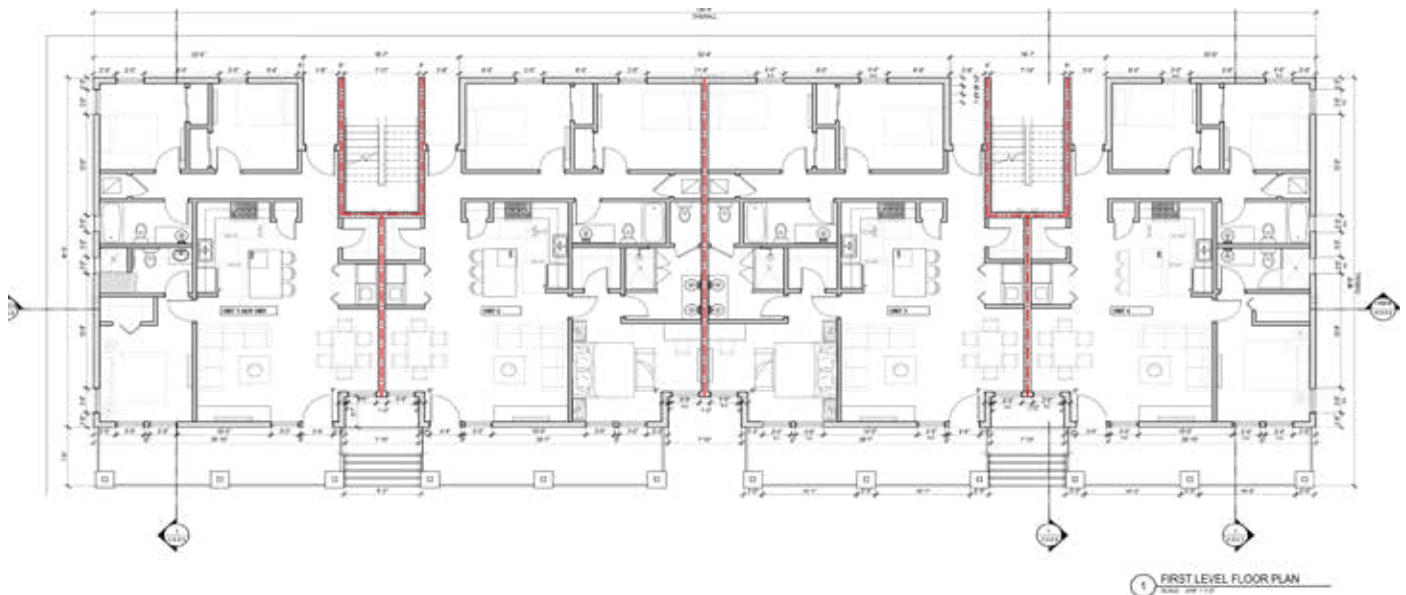
COMPLETION

2025 Est.

When complete, this 12,500 sf affordable housing complex will feature 10 units. The two lower floors will contain 4 units with the top floor containing 2 units. The typical unit size is 1,250 sf, 3 BR/2BA. JMA is providing full design services including conceptual design, site study, code implications, Barrio Latino Commission coordination, construction drawings and construction administration services.

PROJECT TEAM MEMBERS INVOLVED

Jerel McCants | Project Architect
Safoura Kazemilari | Project Coordinator



CERTIFICATIONS

MBE/WBE/DBE BUSINESS

JEREL MCCANTS
ARCHITECTURE, INC.

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P09000102245

Entity Name: JEREL MCCANTS ARCHITECTURE, INC.

Current Principal Place of Business:

1210 EAST COLUMBUS DRIVE
TAMPA FL 33605

Current Mailing Address:

2114 WEST WALNUT STREET
TAMPA FL 33607 US

FEI Number: 27-1558886

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MCCANTS, JEREL L
2114 WEST WALNUT STREET
TAMPA FL 33607 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	P	Title	VP
Name	MCCANTS, JEREL	Name	MCCANTS, JEREL
Address	2114 WEST WALNUT STREET	Address	2114 WEST WALNUT STREET
City-State-Zip	TAMPA FL 33607	City-State-Zip	TAMPA FL 33607

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JEREL MCCANTS

PRESIDENT

01/23/2024

Electronic Signature of Signing Officer/Director Detail

Date

Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

MCCANTS, JEREL LINDSAY
JEREL MCCANTS ARCHITECTURE, INC.
2114 WEST WALNUT STREET
TAMPA FL 33607

LICENSE NUMBER: AR94378
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Minority Business
Certification

Jerel McCants Architecture, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
12/15/2023 to 12/15/2025

J. Todd Inman
J. Todd Inman
Florida Department of Management Services

Office of Supplier Diversity
4000 Esplanade Way, Suite 100
Tallahassee, FL 32309
850-487-0913
www.dms.florida.com/div



Minority and Small Business Development

Certification Program

This is to certify that in accordance with City of Tampa Ordinance 2008-89

Jerel McCants Architecture, Inc. DBA JMA, Inc.

is hereby certified as a

Minority Business Enterprise (MBE)

In the following specialty(ies)

Architecture

The certification is valid from December 20, 2023 to March 1, 2026

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

Gregory K. Hart
Gregory K. Hart, Manager
Minority and Small Business Manager



STATEMENT OF QUALIFICATIONS: 2024-06

CDBG Architectural/Engineering Services for the City of Green Cove Springs for a FFY 2021 CDBG Corona Virus Project

Prepared for the City of Green Cove Springs

Submitted: Thursday, November 21, 2024 at 10 AM

Firm Information:

Forefront Architecture and Engineering
1230 Oakley Seaver Dr.
Unit #100, Clermont, FL 34711
p. 888.850.3323

Contact Info:

Lennard Davis, RA
Vice President of Architecture
c. 775.530.3240
e. lennardd@ff-ae.com



1230 Oakley Seaver Dr
Unit 100
Clermont, FL 34711

ff-ae.com
tel: 888.850.3323


Thursday, November 21, 2024

City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043
p. 904.297.7500

**RE: REQUEST FOR QUALIFICATIONS (RFQ) FOR CDBG ARCHITECTURAL/
ENGINEERING SERVICES FOR THE CITY OF GREEN COVE SPRINGS FOR A FFY 2021
CDBG CORONA VIRUS PROJECT**

Dear Selection Committee:

Forefront Architecture and Engineering (Forefront) is pleased to submit our proposal in response to the RFP 2024-06 for Architectural/Engineering Services for the Augusta Savage Arts and Community Center renovation project. **Forefront is uniquely positioned to deliver exceptional results, offering the following key advantages:**

 **FIRM'S PREVIOUS EXPERIENCE:** Forefront brings extensive experience delivering municipal and public sector projects, including those funded by Community Development Block Grants (CDBG). We are well-versed in the unique requirements of CDBG-funded initiatives, ensuring compliance with state and federal regulations. **Highlights of our relevant experience include:**

- Hawthorne Area Resource Center: Forefront designed and oversaw construction of a 14,000 SF food pantry facility, providing architectural, structural, and MEP services. The project included a 9,220 SF warehouse, community support offices, and large-capacity cold storage to serve the needs of low-to-moderate-income residents.
- Senior Activity Center (CDBG-CV): Delivered a facility tailored to senior health and wellness during the pandemic, emphasizing accessibility and community impact.
- City Hall Community Building Renovations (CDBG-CV): Comprehensive upgrades to a municipal facility, including ADA improvements and infrastructure modernization.

 **PROJECT MANAGEMENT TEAM:** This project will be spearheaded by our Project Executive and Lead Architect, Lennard Davis, RA, NCARB, alongside Project Manager, Khine Pwint, RA, NCARB. Lennard and Khine will work in unison to lead the Forefront team, ensuring the seamless execution of the project. Their combined leadership and vast experience in similar projects will be pivotal in meeting deadlines, upholding high-quality standards, and maximizing the City's budget. We emphasize open communication, trust-building, and collaborative partnerships. Our approach is meticulously structured to optimize resources and ensure the best use of the City's budget for this project.

Name of Company

Forefront Architecture
and Engineering

Contact Information

1230 Oakley Seaver Dr
Unit 100
Clermont, FL 34711
p: 888-850-FFAE (3323)
f. 888.850.3321

Years in Business

10 years
35 years (legacy firm)

Full-Time Employees

50+

**Statement of
Understanding**

Forefront affirms our understanding of all procedures and criteria associated with the submittal requirements.

**Acknowledgment
of Receipt**

Forefront acknowledges receipt of this Solicitation and understanding that all terms and conditions contained herein may be incorporated into a resulting contract.

**Authorized
Representatives**

Lennard Davis, RA,
p. 888-850-3323
c: 775.530.3240
lennardd@ff-ae.com

Chris Smith, PE
p. 888-850-3323
chris@ff-ae.com

Why Forefront for the City of Green Cove Springs Services?

Our firm brings extensive experience, proven expertise, and a deep commitment to delivering high-quality, cost-effective architectural and engineering solutions tailored to municipal clients. Forefront currently has 50+ total employees based out of our Clermont and Fort Myers office. With a team of architects, engineers, project managers and designers, we have the foundation to lead your projects to both a successful and efficient completion.

Forefront consistently earns perfect scores for client satisfaction. This is a testament to our commitment to excellence and our ability to meet and exceed client expectations. Our ongoing contracts and repeat engagements with various municipalities are evidence of the trust and confidence our clients have in our services.

Our comprehensive understanding of the project's scope and objectives positions us as an ideal partner to support the City of Green Cove Springs in achieving its project goals.



FAST-TRACK DESIGN SCHEDULE: Forefront is adept at expediting project timelines without compromising quality. Forefront is prepared to meet the task order completion deadlines and meet project budgets.



CLIENT SATISFACTION: Our commitment to client satisfaction is evidenced by our perfect scorecard with Lake County, showcasing our ability to exceed expectations consistently. Forefront's client-centric approach involves clear communication, collaborative planning, and iterative feedback integration, ensuring that our projects not only meet but often surpass client requirements.



PREVIOUS EXPERIENCE: Our experience with municipal clients demonstrates our capability to deliver high-quality architectural and engineering services. Our recent award of the Haven on Vine project for the City of Kissimmee, which involves transforming a motel into affordable housing units, highlights our expertise in handling projects aimed at community development and public welfare.



UNDERSTANDING: While Forefront does not currently have a physical office in Green Cove Springs, our team is committed to quickly understanding the local conditions and working closely with City project staff to align with community needs. We will leverage our extensive Florida project experience to tailor solutions to the unique challenges of the region, including permitting, environmental factors, and community expectations.



FAST-TRACK DESIGN SCHEDULE: Forefront is prepared to meet task order completion deadlines. We will allocate resources to accelerate delivery, enhance quality control to minimize disruptions, and advocate for the City's financial interests. We are confident that our comprehensive understanding, substantial experience, and dedicated team will deliver a project that exceeds the City of Green Cove Springs' expectations.



COMMITMENT TO MINORITY PARTNERSHIPS: While Forefront is not considered a minority firm, we actively seek opportunities to partner with certified minority subcontractors. **For this contract with the City of Green Cove Springs, we have partnered with Cabral Engineering for MEP services. Cabral Engineering is MBE certified through the Florida Office of Supplier Diversity as a Hispanic American company.**

We extend our heartfelt gratitude for considering our proposal. We eagerly anticipate the opportunity to demonstrate our capabilities and contribute to the success of this project. Should you require further clarification or additional information, please do not hesitate to reach out to us directly.

Respectfully Submitted,

Lennard Davis, RA
VP of Architecture, Project Executive
888.850.3323 | lennardd@ff-ae.com

Chris Smith, PE
VP of Engineering, Authorized Signatory
888.850.3323 | chriss@ff-ae.com

TAB 1

Knowledge of State and Federal Regulations governing the CDBG program as well as other grant programs

Qualifications of the Firm

Firm Background

Forefront is a multi-disciplinary firm with Architecture, Engineering, Code Specialists, Inspectors, and past Building Contractors. Our broad personnel expertise and experience allow us to serve our clients well and take a project from conception to turn-key with little to no problems or issues. We consider the client and end-user just as important as the design team. We work hard to find solutions to whatever problem is presented to us and we are transparent with our clients about our firm's limitations if they arise.

We are dedicated to:

- Maintaining project completion dates
- Minimizing additional construction costs due to the implementation of cost-effective advanced systems, methods and monitoring.
- Phased Construction Methods: Allows construction to begin before the full design is complete saving time.

Experience Summary

Forefront's experience includes commercial design for public and private clients including county, and local governmental agencies. This experience is blended with design work covering all delivery methods from conventional competitive bidding and negotiated pricing, to design-build partnering. The firm is very knowledgeable with all applicable design codes/criteria both commercial and government.

We know the framework for any successful project is directly related to having core leaders involved in the decision and management operations. Our team represents dedicated and focused professionals ready to complement the total design effort necessary for the successful completion of projects under this contract

Our philosophy for engineering and design is based on our ability to **lower costs, control schedule, plus reduce adversity between the contractor and the design team.** Most importantly, we establish clear lines of communication between all parties to ensure a timely and smooth delivery. The core staff of our team is selected specifically to meet the needs of your project.

Qualifications of the Team

Our team is comprised of both designers and engineers, giving us the unique ability to provide our clients with additional services. **Our unique ability to consistently provide top quality results and maintain 100% client satisfaction** is a direct reflection of the experts on our staff, the general contractor-firms we partner with, and our overall implementation of the Engineering and Design programs we also work under.



Recent Client performance rating for Forefront on the EMS Fleet and Logistics Relocation building for Lake County, Florida.

Very Satisfied – Ivan Lespier Lake County Construction Project Manager

- Ability to manage cost
- Ability to maintain project schedule
- Quality of workmanship
- Professionalism and ability to manage
- Close out process
- Ability to communicate with Client's staff
- Ability to resolve issues promptly
- Ability to follow protocol
- Ability to maintain proper documentation and invoice correctly
- Appropriate application of technology
- Overall Client satisfaction and comfort level in hiring vendor/individual again

Team members are encouraged to work together to solve issues between design and construction, thereby saving time and money. Contractor-directed change orders are minimized, if not completely eliminated by our constant communication. Our approach for all projects is centered around teamwork with heavy client involvement. This approach emphasizes true teamwork between team members and sub-consultants.



We have been serving our clients for 27 years, and like the built environment we design, the quality, sustainability and strength of our foundation is integral to our longevity and purpose. Originally starting back in 1994, Lindemann, Bentzon, and Bojack gained a reputation as one of the most highly respected firms earning a solid notoriety for completing projects ahead of schedule and below budget. **In 2014 Forefront arose from Lindemann, Bentzon, and Bojack and have continued on their legacy maintaining the old relationships while garnering new ones.**

Forefront understands that to holistically serve our clients, delivering innovative design solutions is not about the whole picture. We believe a firm must embody the core values of Flexibility, Ingenuity, Quality, and Integrity. However, without question, the most important factor in Forefront's success and longevity is the quality people that comprise the Forefront team. **As a multi services firm, developing our staff is integral to the cross utilization of resources and optimal efficiency and productivity of our team.**

Capacity of the Firm

Forefront currently has 50+ total employees based out of our Clermont and Fort Myers office. Our team has the current capacity and staffing to successfully manage this project. With a team of architects, engineers, project managers and designers, we have the foundation to lead your projects to both a successful and efficient completion. To ensure that your project is our top priority, our team is strategically assigned projects based on their current workload as well as the complexity and duration of each project. This allows us to focus our efforts on you, so that you are fully supported at all times. Prior to COVID-19, Forefront had already implemented a complete transition to remote work capabilities.

The foundation of our operations and virtual team collaboration has allowed us to meet and, in several instances, exceed our recent project deadlines. **As we look forward, we have an extensive set of traditional resources and digital tools to help communicate, collaborate, and collectively move projects forward.**

Full-Spectrum Services

Forefront offers a full spectrum of architectural services covering a diverse range of private and public sector experience. **The firm maintains on-going assignments for clients in the commercial and institutional marketplace as well as various Florida counties.** Because the firm is comprised of both architects and engineers, there is a full spectrum understanding of the building industry needs and objectives. **These professionals have a combined background of well over 100 years of construction and related exposure.** This depth of knowledge and experience brings together specialties in all facets of commercial, industrial, and residential projects.

Our primary areas of expertise are as follows:

- Interior and Full Service Architecture
- Structural Engineering
- Value Engineering
- Technology Planning and Coordination
- Equipment Planning and Coordination
- Site Planning
- Recreational / Athletic Facility Planning
- Fire Protection and Life Safety Systems
- Project Master Planning
- Space Needs Programming & Space Planning
- Commercial Interior Design
- Mechanical, Electrical and Plumbing Engineering Services
- Conceptual Design and 2D/3D Graphics,
- Modeling and Animation
- Construction Drawings
- Contract Administration
- Construction Management
- Furniture Selection and Specification
- Consulting Corporate Finish Standards/Analysis
- Artwork, Framing and Accessories Retail Sales
- Professional Architectural Photography

The ability to offer a wide range of professional services for the specialized focus allows our clients to have the comfort of a fluid design process with a single point for designer contact.

Regulations Governing CDBG Program



CDBG-CV Program

Congress provided \$5 billion in the Coronavirus Aid, Relief, and Economic Security (CARES) Act for the CDBG program to states, metropolitan cities, urban counties, and insular areas to prevent, prepare for, and respond to Coronavirus. At least 70 percent of every grant must be expended for activities that benefit low- and moderate-income persons by providing housing, a permanent job, a public service, or access to new or significantly improved infrastructure. The remaining 30 percent may be used to eliminate slum or blighted conditions, or to address an urgent need for which the grantee certifies it has no other funding.

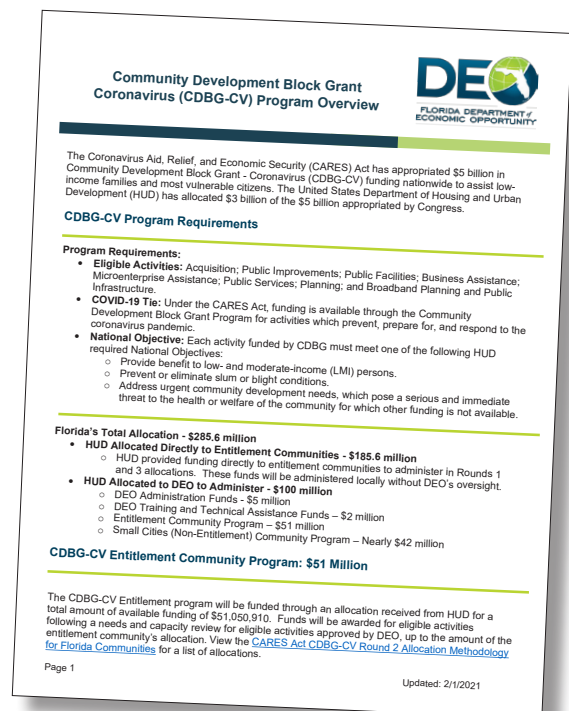
Activities must benefit residents within the jurisdiction of the grantee or as permitted by the CARES Act.

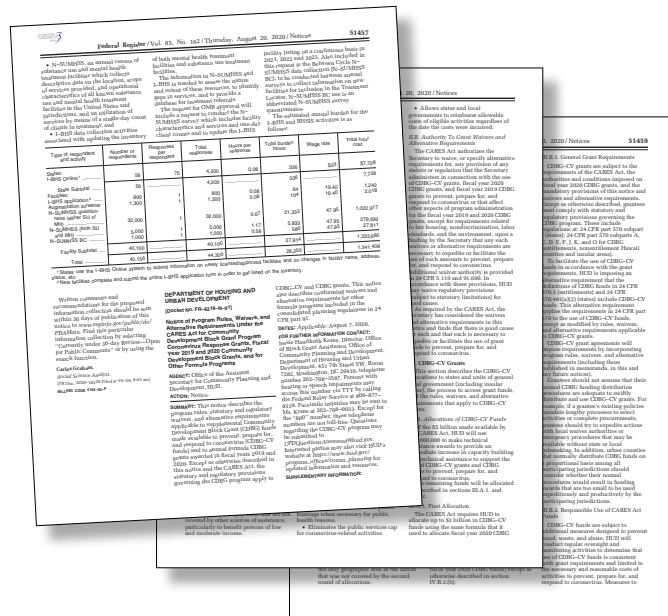
- Eligible activities include:
- Public Service Activities
- Housing-Related Activities
- **Public Improvements and Facilities**
- Activities to Acquire Real Property
- Economic Development Activities
- General Administrative and Planning Activities

Forefront Architecture and Engineering recognizes the critical importance of an in-depth understanding of the regulations and guidelines governing the CDBG Program and other grant programs. The CDBG Program is subject to a range of state and federal regulations that govern its implementation and administration.

At Forefront, we recognize that navigating these regulations is not just a requirement but a critical aspect of responsible project management. We bring to the table a comprehensive approach to compliance with these vital regulations, promoting transparency, accountability, and effective project execution.

Housing and Community Development Act (HCDA): The HCDA serves as the bedrock upon which the CDBG Program stands. It outlines the program's purpose and eligible activities. Our team is well-versed in the core principles of the HCDA and ensures that all project activities align with its objectives.





COMMUNITY DEVELOPMENT CDBG BLOCK GRANT

- **Title 24 of the Code of Federal Regulations (24 CFR):** Our professionals are diligent in adhering to the detailed requirements outlined in 24 CFR. These regulations encompass various aspects of the CDBG Program, including eligible activities, program administration, financial management, and reporting standards. We maintain a strong commitment to staying current with any updates or changes to these regulations, guaranteeing that our projects remain in full compliance.
- **Environmental Review and Clearance:** Our approach includes thorough compliance with environmental regulations, such as the National Environmental Policy Act (NEPA). We understand the importance of assessing the environmental impact of our projects and securing the necessary clearances to protect and preserve the environment.
- **Fair Housing Act:** The Fair Housing Act is an integral component of our approach. It prohibits discrimination in housing and housing-related activities. We actively promote fair housing practices and ensure that our projects comply with fair housing requirements.
- **Section 3 of the HUD Act:** In line with Section 3, we are dedicated to providing employment and training opportunities to low-income individuals and businesses in the communities where CDBG funds are utilized, contributing to local economic development.

- **Uniform Administrative Requirements (2 CFR Part 200):** Our financial and administrative processes strictly adhere to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). This ensures transparency and proper management of grant funds.
- **Income and National Objective Requirements:** We take great care to meet the income targeting requirements, ensuring that CDBG funds are used to benefit low- and moderate-income individuals as per program objectives.
- **Citizen Participation:** Citizen engagement is a fundamental aspect of our approach. We conduct public hearings, solicit input, and actively involve the community in the planning and implementation of our projects, fostering collaboration and trust.
- **Grant Agreement Compliance:** Our team diligently upholds the terms and conditions of grant agreements with the U.S. Department of Housing and Urban Development (HUD). We understand the importance of aligning our project activities with the specific requirements outlined in these agreements.
- **Monitoring and Reporting:** Our commitment to compliance extends to the meticulous preparation and submission of reports and documentation. We embrace the monitoring processes conducted by HUD to ensure that our projects meet the highest standards of accountability.

Understanding of the Project



Understanding of the Scope of Services

Forefront AE understands the scope of services required for the City of Green Cove Springs' renovation of the Augusta Savage Arts and Community Center to serve as a Coronavirus Testing and Vaccination Center under the FFY 2021 CDBG-CV program.

This project includes the rehabilitation of approximately 8,000 square feet of the cafetorium, located at the historic Dunbar High School site. Our team is fully prepared to address the unique technical and regulatory requirements of this important project. **Detailed Scope of Services:**

Topographical Surveying:

- Conduct precise topographical surveys to ensure accurate site conditions are documented.
- Provide data necessary to inform design and construction processes.

Testing:

- Coordinate and execute structural and material testing to verify the building's existing conditions.
- Ensure compliance with applicable safety and quality standards.

Engineering Design:

- Develop a comprehensive design tailored to the needs of the Testing and Vaccination Center.
- Ensure designs meet both functional requirements and CDBG program standards.

Permitting:

- Prepare and submit all necessary documentation for obtaining state and local permits.
- Liaise with authorities to expedite approval processes while maintaining full compliance with regulations.

Bidding Assistance:

- Provide detailed bid documentation and specifications for contractor selection.
- Assist the City in evaluating bids to ensure contractor qualifications and cost-effectiveness.

Construction Administration:

- Oversee construction activities to ensure adherence to design specifications and project timelines.
- Manage contractor communications and resolve any on-site challenges effectively.

Resident Observation Services:

- Conduct regular on-site observations to ensure construction quality and compliance.
- Prepare progress reports to keep all stakeholders informed.

Approach to Project Execution

Forefront AE will align all activities with the City's goals, CDBG regulations, and 2 CFR Part 200 requirements. Our team will maintain detailed records of all activities and ensure timely delivery of each project phase. We will leverage our expertise in municipal projects and experience with CDBG-funded initiatives to meet the City's high standards.

TAB 2

Experience with CDBG Funded Projects

Experience with CDBG Projects

Overview of Experience

Forefront AE has extensive experience delivering high-quality architectural and engineering solutions for projects funded by Community Development Block Grants (CDBG), including those under the CDBG-CV (Coronavirus) program. Our portfolio includes projects that enhance community infrastructure, address critical needs, and support public health and safety.

CDBG-CV Project Experience

Senior Activity Center - New Facility (CDBG-CV)

Forefront provided full architectural, structural, and engineering services for a new Senior Activity Center designed to meet the increased demand for safe, accessible spaces for seniors during the pandemic. Our design emphasized flexibility, compliance with public health guidelines, and accessibility.

City Hall Community Building Renovations/Improvements (CDBG-CV)

Forefront executed comprehensive renovations and improvements to a City Hall Community Building, ensuring it could serve as a multipurpose space for community use and pandemic-related activities. The project included updates to meet ADA standards, energy-efficient retrofits, and enhanced ventilation systems.

Hawthorne Area Resource Center (CDBG-CV)

Forefront was engaged to provide architectural, structural, and MEP services for the construction of a 14,000 SF single-story food pantry building. Our scope of work included construction design, preparation of design documents, and design administration, all delivered within a fee of \$163,700.

FOREFRONT BENEFIT: Forefront leverages state-of-the-art tools and processes to enhance project efficiency and quality. Our expertise in Building Information Modeling (BIM) streamlines collaboration, improves design accuracy, and optimizes construction administration.

Commitment to Excellence in CDBG Projects

Forefront understands the complexities of CDBG-funded initiatives, including compliance with state and federal regulations, detailed documentation, and adherence to community priorities. Our team's proven expertise in managing projects from concept through construction administration ensures seamless delivery and maximizes the impact of grant funds for our clients.

Forefront's track record in CDBG projects demonstrates our dedication to designing facilities that not only meet technical and functional requirements but also provide lasting value to the communities they serve.

Why Forefront Architecture & Engineering is the Right Fit for This Project

Forefront Architecture & Engineering is uniquely positioned to deliver the City of Green Cove Springs' renovation of the Augusta Savage Arts and Community Center with exceptional quality, efficiency, and compliance. With a proven track record in similar projects, Forefront offers the expertise, resources, and commitment necessary to make this initiative a success.

Proven CDBG Experience

Forefront has extensive experience working on CDBG-funded projects, including those under the CDBG-CV program.

Expertise in Municipal and Community Projects

Forefront specializes in municipal architectural and engineering services, having successfully completed projects for community centers, government buildings, and public infrastructure. We understand the nuances of delivering projects that balance functional efficiency, regulatory compliance, and budget constraints.

1. Senior Activity Center - New Facility (CDBG-CV)

City of Paxton, Walton County, FL

Firm Name

Forefront Architecture
and Engineering

Client Name

City of Paxton, Walton
County

Client Reference

Judy D. Williams, CMC
City Clerk, Project Manager
21872 US-331
Paxton, FL 32538
p. 850.834.2489
jwilliams@paxtonfl.net

Dates of Service

Ongoing

Project Cost

\$1.2M

Scope of Work

Architectural Services
Engineering Services
MEP Services

Key Personnel Assigned

Patricia Mugnol
Todd Drennan
Nunzie Burzo
Khine Pwint
Chris Smith
Roberto Bonet
Mike Vitale
Paul Dalia
James Bourez



Forefront's approach to the design for this project was to create an inclusive design that all ages will feel comfortable and welcome. The single story, wood framed structure would sit on a municipal property chosen by the City of Paxton. The interior of the structure was designed to be sweeping in its approach to spatial organization. By utilizing an open concept design the spaces can be flexible in their use, except for medical spaces that will be enclosed for privacy and code requirements. As a design feature Forefront's design team developed several concepts for this building, some used a butterfly roof with clear story windows to allow for ample natural light within all the interior spaces. This concept was then altered to the rendering above with the roof spanning the entire building for ample light, The exterior materials were chosen to blend into the surrounding area to allow the structure to feel connected to its surrounding district. By utilizing softer tones of white and cream; allow for the guests to be in a more relaxed, less tense atmosphere prior to entering the space. More parking and site design to come after the CDBG-CV Grant is received. Some specific requirements needed within the space are dining and activity area as well as handicapped accessible bathrooms, walk-in freezer, catering kitchen, and a covid testing and vaccination room. We are currently working with Walton County to obtain funding from the CDBG-CV We are providing this assistance to Walton County and we are excited to help bring this to life to serve the residents and community within Walton County.



2. City Hall Community Building Renovations/Improvements (CDBG-CV)

City of Vernon, FL

Firm Name

Forefront Architecture
and Engineering

Client Name

City of Vernon

Client Reference

Candice Hodges
City Clerk
City of Vernon
2808 Yellow Jacket Drive
Vernon, FL 32462
p. 850.535.2444
clerk@vernonfl.com

Dates of Service

Ongoing

Project Cost

\$987,566

Scope of Work

Architectural Services
Engineering Services
MEP Services

Key Personnel Assigned

Lennard Davis
Patricia Mugnol
Todd Drennan
Nunzie Burzo
Khine Pwint
Chris Smith
Roberto Bonet
Mike Vitale
Paul Dalia
James Bourez



Our team at Forefront is currently engaged in the significant task of rehabilitating the community center in Vernon, Florida. Our design efforts are concentrated so that once completed, the center will be welcoming, safe, and accessible to all residents, with a particular emphasis on benefiting the low-to-moderate-income (LMI) community. This phase is crucial as we lay the groundwork for a transformation that will meet the community's needs and expectations, establishing a foundation for the detailed design and construction stages to follow.

The renovation project is multifaceted, requiring a holistic approach to upgrade and revitalize the community center. Our responsibilities encompassed a range of critical improvements, including; Architectural redesigns to support efficient health service delivery, Structural modifications to enhance accessibility, including installations tailored for individuals with disabilities, Comprehensive updates to plumbing systems and fixtures, Extensive repairs and replacements, covering everything from the building's ceiling and flooring to fire safety systems and doors. Adhering to a detailed Project Budget and Activity Work Plan, Forefront meticulously executed each phase of the project, ensuring every task aligned with the overarching goal of community well-being. Our team will demonstrate diligence and precision in:

- Navigating regulatory requirements and securing necessary approvals.
- Engaging with minority and women-owned business enterprises to foster inclusive economic growth.
- Environmental compliance and promoting sustainable practices.
- Maintaining rigorous documentation and transparent communication with all stakeholders.

Forefront's approach is not only technical but also empathetic, focusing on creating a space that residents would find supportive and reassuring in times of health crises. Forefront's experience with the City of Vernon's community center renovation illustrates our capability and commitment to delivering impactful projects that serve public health and safety.

3. Hawthorne Area Resource Center & Food Pantry (CDBG-CV)

City of Hawthorne, FL

Firm Name

Forefront Architecture
and Engineering

Client Name

City of Hawthorne

Client Reference

Robert Thompson
City of Hawthorne
6875 SE 221st Street
Hawthorne, FL 32640
p. 352.481.2432
CityManager@
cityofhawthorne.net

Dates of Service

Ongoing

Project Cost

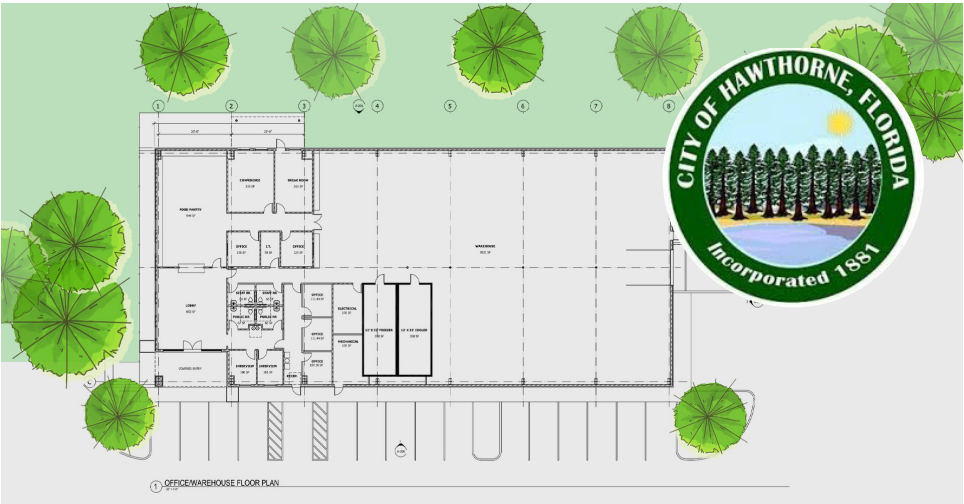
\$2.75M total project
\$163,700 total design fee

Scope of Work

Architectural Services
Engineering Services
MEP Services

Key Personnel Assigned

Lennard Davis
Nunzie Burzo
Khine Pwint
Chris Smith
Roberto Bonet
Mike Vitale



Forefront Architecture & Engineering took on the pivotal role of designing and overseeing the construction of the new Hawthorne Area Resource Center, a 14,000 SF single-story food pantry facility. This project was a critical initiative aimed at addressing food insecurity and providing essential support services to the community, with a focus on benefiting low-to-moderate-income (LMI) residents.

Our design team delivered a comprehensive solution tailored to the facility's multifaceted program requirements. The facility was thoughtfully planned to support efficient operations and provide a welcoming, functional space for both staff and community members. Work Scope and Program Highlights

- Construction Design and Documents: Complete architectural, structural, and MEP design from concept through design administration.
- Facility Features:
 - Welcoming lobby and reception area.
 - Dedicated food pantry space for community distribution.
 - Two offices and two interview rooms for private consultations.
 - IT/Electrical/Mechanical rooms to support facility operations.
 - Conference room and break room for staff collaboration and welfare.
 - Three offices for community support and counseling services.
 - Two large freezers (12'x32' each) for food storage.
 - 9,220 SF warehouse space with a loading dock to streamline logistics.
 - Male and female restrooms for staff and visitors.
 - Ample parking spaces for accessibility and convenience.

Impact on the Community — The Hawthorne Area Resource Center serves as a vital resource for the community, providing essential food supplies and support services in a welcoming and accessible environment. Forefront's empathetic and technical approach has ensured the facility will serve as a beacon of support and resilience for years to come.

TAB 3

Management and Staffing, organizational charts, resumes

TAB 3

Management Approach

Approach to Meeting the City's Requirements

Availability of Personnel and Resources

Forefront is well-prepared to render and successfully complete the services specified. Our firm has a robust team of experienced professionals, including architects, engineers, project managers, and support staff, all of whom are readily available to dedicate their expertise to this project. Our Project Manager, Lennard Davis, RA, NCARB, and Project Manager, Khine Pwint, RA, NCARB, will lead the team, ensuring that all necessary resources are allocated efficiently to meet the project timeline. We have a proven track record of managing multiple projects concurrently without compromising on quality or deadlines, demonstrating our capability to handle fast-paced schedules effectively.

We Have the Resources to Deliver

Our experienced team, bolstered by professionals with diverse skill sets, confirms that we can effectively allocate resources across various disciplines without compromising on quality or timeliness. This balance allows us to support to the City at all levels. Forefront's approach is supported by strategic planning that spans both short-term projects and long-term commitments.

We are well-versed in forecasting potential fluctuations in workload, allowing us to proactively allocate resources and personnel to meet the demands of our diverse projects, including the City's.

Roberto Bonet's role as a Production Manager requires a keen understanding of project demands and available drafting talent. With his 20 years of experience, he navigates the intricacies of workload management ensuring that every project receives the attention it deserves without overburdening the team. In selecting Forefront, the City can confidently anticipate not only our ability to meet current project demands but also our strategic approach to provide unwavering support in the face of evolving workload dynamics.

Process Example Workflow



Delivery and Communication Strategy Plan

Forefront will implement a structured delivery plan to ensure timely and budget-compliant completion of the project. Our plan includes:

- **Initial Kick-Off Meeting:** We will conduct a detailed kick-off meeting with the City to align on project objectives, deliverables, and timelines.
- **Detailed Scheduling:** Utilizing project management software, we will develop a comprehensive schedule outlining key milestones, deliverables, and deadlines.
- **Resource Allocation:** Our team will be assigned specific tasks based on their expertise to optimize productivity and efficiency.

Communication Plan

- **Regular Updates:** We will provide bi-weekly progress reports to keep the City informed about the project status, upcoming milestones, and any potential issues.
- **Responsive Coordination:** Our team will maintain open lines of communication through regular meetings, emails, and a dedicated project management platform, ensuring quick responses to the City's requests.
- **Stakeholder Engagement:** Forefront will facilitate stakeholder meetings to gather feedback and incorporate it into the project workflow, ensuring all parties are aligned.

Proactive Schedule Management

In addition to cost management, **Forefront prioritizes effective schedule management for timely project delivery and minimize potential delays.** Our project controls for schedule management are grounded in best practices and proactive strategies to optimize project timelines and mitigate schedule risks. **We develop detailed project schedules outlining critical milestones, deliverables, and dependencies for each phase of project.**

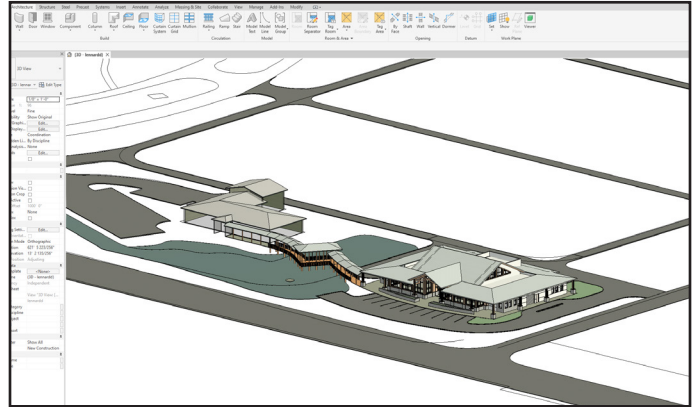
Project Management Controls — Forefront is committed to implementing project controls for cost and schedule management, for this project. By leveraging advanced tools, proactive strategies, and collaborative approaches, we strive to optimize project outcomes, minimize risks, and **exceed the expectations of our clients and the community served by the City of Kissimmee.**

Cost Estimation and Monitoring — We begin by conducting detailed cost estimations based on a comprehensive analysis of project requirements, scope, and market conditions. Throughout the project life cycle, we utilize advanced cost monitoring tools and techniques to track expenditures, identify variances, and address potential cost overruns proactively. **Our meticulous cost management processes enable us to maintain financial discipline and optimize resource allocation to maximize project value.**

- We will use cost-tracking software to monitor expenses in real-time, ensuring that the project remains within budget.
- **Schedule Adherence:** Our team will closely monitor the project timeline, adjusting resources as needed to stay on track and avoid delays.

Innovative Approaches

Forefront leverages several innovative approaches to enhance project delivery:



▲ *Example of Revit model for Lake County, FL*

Software and Programs (BIM)

AutoDesk is our go-to for crafting precise designs, while Adobe amps up our visual storytelling. Google Workspace keeps us all synced up, streamlining collaboration and idea sharing. And with Zoom, we stay connected, fostering clear communication with clients and team members alike, no matter the distance. These tools are more than just software; they're vital components of our process, helping us deliver top-tier results in every project we tackle.

We expect to design using AutoDesk Revit. Revit is more than a drafting and modeling program, it is a dynamic 'Building Information Management' (BIM) platform that can be used during construction and after construction completion to manage the building over its lifetime. **Forefront will leverage the advanced capabilities of AutoDesk Revit for precision, efficiency, and collaboration throughout the project's lifecycle. Our approach will utilize Revit's robust BIM tools to create a unified, detailed model which will serve as a central source of truth for all project stakeholders.**



FOREFRONT BENEFIT: With a decade of experience across diverse project types—including municipal, commercial, residential, and civic buildings—Forefront AE brings a wealth of knowledge to the table. Our team of licensed architects and engineers offers a full spectrum of design and engineering solutions, all tailored to meet the specific needs of Crystal River.

Value Engineering

Forefront is committed to delivering cost-effective solutions without compromising quality or functionality. We engage in value engineering exercises to explore alternative design and construction approaches that achieve project objectives more efficiently while minimizing costs. **By systematically evaluating cost-benefit trade-offs and optimizing value across all project elements, we ensure that every dollar invested delivers maximum return on investment.**

Quality Assurance/Quality Control (QA/QC)

This Quality Control Plan outlines the procedures and processes that Forefront will implement to provide the highest standards of quality throughout the duration of the Project. The plan is designed to uphold the integrity of our work, provide consistent oversight, and ensure that all services meet or exceed industry standards.



Mike Vitale will assume the role of leading the Quality Control functions for this contract. He will be responsible for overseeing the implementation of

the Quality Control Plan, ensuring that all project deliverables adhere to the established quality standards, codes, regulations, and client requirements.

Quality Control Process



As we collaborate with the City under this Contract, we understand the significance of upholding the highest standards of quality throughout every project. To achieve this, we have implemented a comprehensive set of Quality Control Measures that encompass various stages of our work. **The project's design process will undergo rigorous scrutiny to ensure accuracy, compliance, and alignment with City objectives. This includes:**

- Peer reviews by experienced professionals and verification of documentation for consistency before submission.
- Quality audits, conducted by impartial personnel, will assess implementation of the Quality Control Plan, with corrective actions promptly taken for any deviations.

- Regular communication channels will maintain transparency
- Team members will undergo ongoing training to stay updated on industry standards.
- Document control measures will ensure accurate record-keeping, and a final verification process will precede the submission of deliverables to the City to confirm adherence to quality standards.

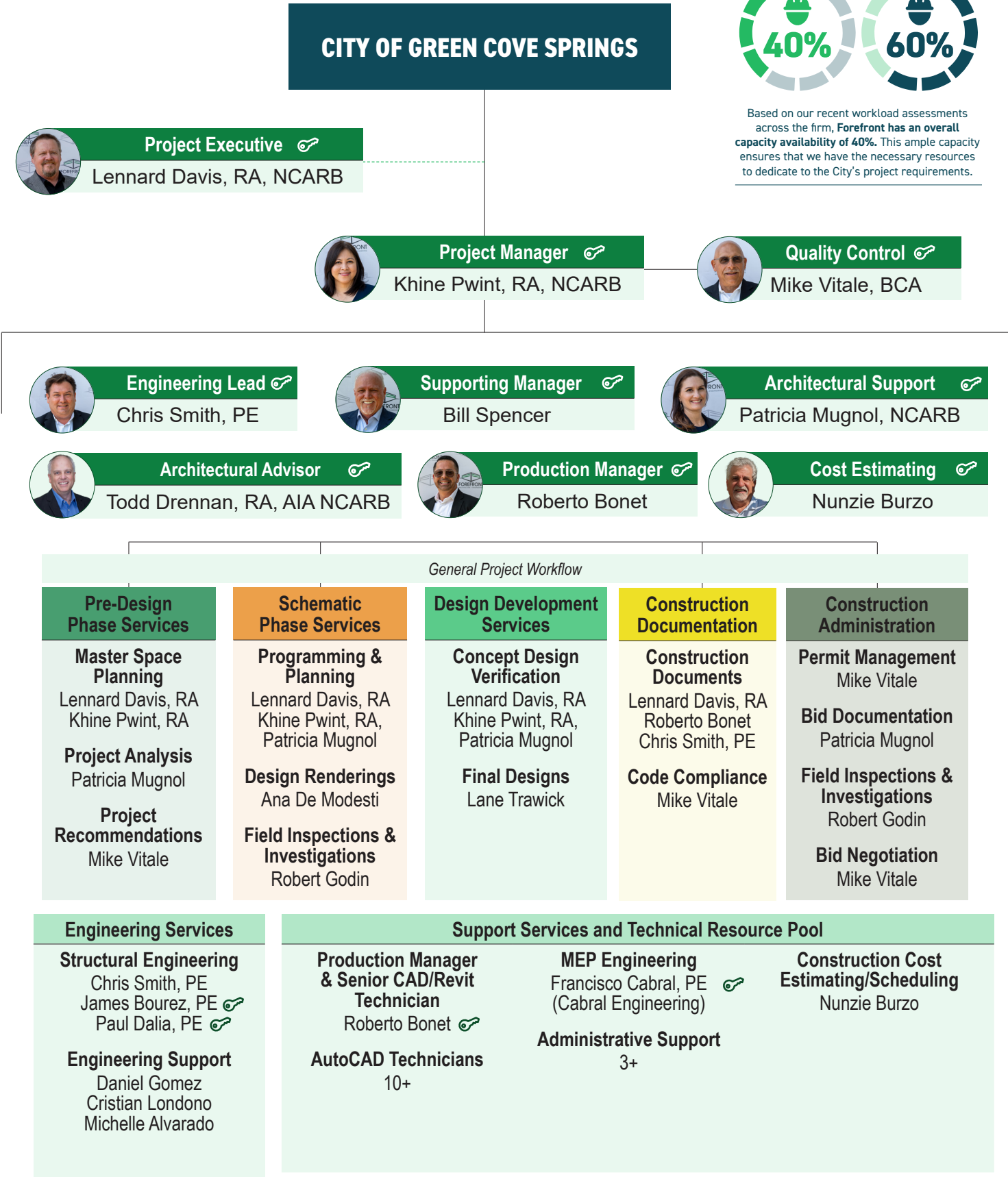
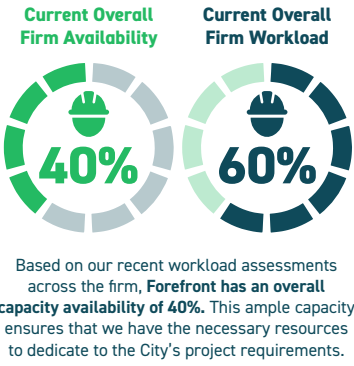


Applying a Collaborative Approach

Forefront places a high value on collaborative partnerships, recognizing that successful projects stem from open communication, shared insights, and a unified vision. In undertaking this project, we are committed to fostering a close working relationship so that the end result aligns seamlessly with your needs and expectations. **Forefront will apply these principals through:**

- **Open Communication Channels:** Establishing open lines of communication is paramount to project success. Forefront will facilitate regular meetings, workshops, and status updates to keep staff informed and engaged at every stage
- **Transparent Decision-Making Process:** Our approach involves transparent decision-making processes, where key decisions are discussed collaboratively, and staff input is actively sought. This transparency extends to budget considerations, design choices, and any adjustments required during the course of the project.
- **Stakeholder Engagement:** Recognizing the importance of stakeholder involvement, Forefront will actively engage all identified stakeholders throughout the project and continuously evaluate the success of that engagement.
- **Responsive Project Management:** Our project management approach emphasizes responsiveness. Forefront will promptly address any concerns raised by staff, providing timely solutions and alternatives when needed. This agility ensures that the project stays on track and meets the established timelines.
- **Inclusive Decision-Making:** Forefront will actively involve project staff in key decision-making processes, including the selection of materials, technological solutions, and design aesthetics.
- **Continuous Feedback Loop:** Establishing a continuous feedback loop is integral to our collaborative approach. Regular check-ins and progress reviews will provide staff with opportunities to share feedback, enabling us to make adjustments as needed.

Organizational Chart



Key Personnel Resumes / Staffing Approach

Team Introduction

Our team is comprised of both designers and engineers, giving us the unique ability to provide our clients with additional services. Our unique ability to consistently provide top quality results and maintain 100% client satisfaction is a direct reflection of the experts on our staff, the general contractor-firms we partner with, and our overall implementation of the Engineering and Design programs we also work under.

We create a relationship between Owner, design members and the construction team. **Team members are encouraged to work together to solve issues between design and construction, thereby saving time and money.** Contractor-directed change orders are minimized, if not completely eliminated by our constant communication. Our approach for all projects is centered around teamwork with heavy client involvement. This approach emphasizes true teamwork between team members and sub-consultants.

To ensure that your project is our top priority, our team is strategically assigned projects based on their current workload as well as the complexity and duration of each project. **This allows us to focus our efforts on you, so that you are fully supported at all times.** Prior to COVID-19, Forefront had already implemented a complete transition to remote work capabilities.

Key Personnel Assigned to the City

Our team brings their unique strengths and expertise to the City of Leesburg providing an exceptionally qualified and unmatched team, both creatively and technically. Combined, they bring over 100 years of experience and sought-after expertise with a strong engineering focus and a local team proficient in community-based architecture and the technical design requirements.

Key Management Personnel

We are honored to introduce **Khine Pwint, an accomplished architect with over 22 years of professional experience**, who will be at the helm as the Project Manager and dedicated point of contact for the County's upcoming project. Khine's extensive and diverse career in architecture, her exceptional project management skills, and her unwavering commitment to excellence make her the ideal leader for this vital undertaking.



▲ **Project Executive, Lennard Davis, RA and Project Manager, Khine Pwint, RA, will be leading this contract for the City of Leesburg while delivering quality and efficiency.**


























Throughout her career, Khine has consistently demonstrated her ability to turn architectural visions into tangible realities. Her impressive portfolio includes notable achievements, such as her involvement in the relocation and expansion of Lake County's EMS fleet and logistics services and the design of Lake County's new Supervisor of Elections building, which exemplifies her skill in managing complex and multifaceted projects. We are delighted to have Khine as an integral part of our team, and we are confident that her leadership will be instrumental in ensuring the success of the City's project.

With her at the helm, you can rest assured that your project is in capable hands, and the community's well being is our top priority.

Khine will be supported by **Project Executive, Lennard Davis, RA**. Lennard Davis is a highly experienced architect with over 28 years of professional practice, and brings a long list of experience with multiple project types to the Forefront team. As both a United States Navy Veteran and an award-winning architect, Lennard combines an understanding of engineering principles, aesthetics, and functionality into projects while keeping a close eye on both schedules and budgets.

Key Personnel Assigned		Qualifications
	LENNARD DAVIS, RA, NCARB PROJECT EXECUTIVE	
	 28 years of experience	<ul style="list-style-type: none">▪ Extensive Experience: Over 28 years of professional practice in diverse sectors including healthcare, industrial, hospitality, educational, commercial, municipal, multi-family, and residential projects.▪ Key Projects: Lead Architect for the 40,000 sq ft Lake County Supervisor of Elections building, supporting architect for the Lee County Pine Island Commercial Marina and Paxton Senior Activity Center, and project architect for the Washoe County Regional Emergency Operations Center and Aztec Police Department expansion.▪ Educational Background: Holds a Masters and Bachelor of Architecture from the University of New Mexico, complemented by his technical training in the United States Navy Nuclear Power Program.
	 Located in Clermont office	
	 60% assigned to project	
	 <ul style="list-style-type: none">✓ Masters of Architecture, University of New Mexico✓ Bachelor of Architecture, University of New Mexico	
	KHINE PWINT, RA, NCARB PROJECT MANAGER	
	 22 years of experience	<ul style="list-style-type: none">▪ Extensive Experience: Over 22 years of professional practice in residential, commercial, and municipal sectors, bringing a wealth of expertise to diverse projects.▪ Key Projects: Supporting architect for the 40,000 sq ft Lake County Supervisor of Elections building, Lake County EMS Fleet and Logistics Relocation, Paxton Senior Activity Center, Sand Lake Vista Office Building in Orlando, and architect of record for the vertical enlargement of a supermarket and a luxury residence in Scarsdale, NY.▪ Educational Background: Holds a Bachelor of Architecture from the New York Institute of Technology and an Associate in Architectural Technology from New York City Technical College.
	 Located in Clermont office	
	 80% assigned to project	
	 <ul style="list-style-type: none">✓ BArch, New York Institute of Technology✓ AAS, Architectural Tech., NY City Technical College	
	MIKE VITALE, BCA QUALITY CONTROL & CODE COMPLIANCE/PLANS EXAMINER	
	 38 years of experience	<ul style="list-style-type: none">▪ Extensive Experience: Over 38 years in the construction industry, including 15 years as a Florida Licensed Building Inspector & Plans Examiner, and licensure as a Florida Licensed Building Code Administrator.▪ Extensive Experience: Over 38 years in the construction industry, including 15 years as a Florida Licensed Building Inspector & Plans Examiner, and licensure as a Florida Licensed Building Code Administrator.▪ Professional Registrations: Licensed as a Building Code Administrator (FL No. BU1939), Plans Examiner (FL No. PX2900), and Building Inspector (FL No. BN5181), leads compliance with rigorous standards in building code enforcement.
	 Located in Clermont office	
	 60% assigned to project	
	 <ul style="list-style-type: none">✓ A.S. Construction Management University of Maryland	
	CHRIS SMITH, PE ENGINEERING TASK LEADER	
	 25 years of experience	<ul style="list-style-type: none">▪ Extensive Experience: Over 25 years in structural engineering, with a focus on residential, commercial, hospitality, institutional, and medical sectors, bringing a wealth of expertise to diverse projects.▪ Professional Registrations: Licensed Professional Engineer in Florida (No. 62605) and multiple other states including CA, CO, NY, NC, OK, and VA, ensuring compliance with rigorous engineering standards across various regions.
	 Located in Clermont office	
	 50% assigned to project	
	 <ul style="list-style-type: none">✓ BS, Civil Engineering, University of Delaware	

Key Personnel Assigned		Qualifications
	TODD DRENNAN, RA, AIA NCARB ARCHITECTURAL TECHNICAL ADVISOR (SUPPORT)	
	 25 years of experience	<ul style="list-style-type: none"> ▪ Extensive Experience: Over 25 years in architecture and engineering, with expertise in civic, institutional, commercial, industrial, and residential projects, blending engineering precision with award-winning design skills. ▪ Professional Affiliations and Registrations: Registered Architect in multiple states (FL, GA, TX, UT, WY, ND, MN) with affiliations to the American Institute of Architects (AIA) and the National Council of Architectural Registration Boards (NCARB), ensuring adherence to national architectural standards. ▪ Educational Background: Holds a Master of Architecture from Miami University, Ohio, and a Bachelor of Science in Engineering from Brigham Young University.
	 Remote (Utah)	
	 20% assigned to project	
	PATRICIA MUGNOL, NCARB PROJECT ARCHITECTURAL DESIGNER	
	 15 years of experience	<ul style="list-style-type: none"> ▪ Extensive Experience: Over 15 years of professional experience in Construction Management and Interior Design, contributing to diverse projects with a focus on precision, creativity, and excellence. ▪ Key Projects: Architectural support for projects such as the Paxton Senior Activity Center, The Awning Factory Warehouse Expansion, Bennett Law Firm All Nations Office Building, UF Health Thrift Shoppe Expansion, and UCF Flying Horse Studio. ▪ Educational Background: Holds a Master of Architecture from Lutheran University of Brazil, Canoas, and a Bachelor of Science in Architecture from the University of Caxias do Sul, Caxias do Sul, Brazil.
	 Located in Clermont office	
	 60% assigned to project	
	 ✓ MArch, Architecture, Lutheran University of Brazil ✓ BS, Architecture University of Caxias do Sul Caxias do Sul, Brazil	
	NUNZIE BURZO CONSTRUCTIBILITY & COST ESTIMATING	
	 30+ years of experience	<ul style="list-style-type: none"> ▪ Extensive Experience: Over 30 years in the AEC industry, with a strong background in project management, construction, and operational management across residential, commercial, hospitality, institutional, and medical sectors. ▪ Key Projects: Senior Client Account Manager for the Lee County Pine Island Commercial Marina, construction estimator for the Paxton Senior Activity Center, Lake County EMS Fleet and Logistics Relocation, Lake County Historic Courthouse Structural Column Investigation, and Schar Holdings Sand Lake Vista Office Building. ▪ Professional Memberships: Member of the Florida Planning Association (FPA), Sarasota Manatee Counties, and the Builder Exchange (BEX), Florida Home Builders Association (FHBA).
	 Located in Fort Myers	
	 50% assigned to project	
	 ✓ BS, Architecture, New York Institute of Technology	
	BILL SPENCER SUPPORTING PROJECT MANAGER	
	 30+ years of experience	<ul style="list-style-type: none"> ▪ Key Projects: Senior Project Manager for the Lee County Pine Island Commercial Marina, supporting project manager for the Lake County Supervisor of Elections building, and roles in designing the Goddard Charter School, R.A. Johnson Tire Service Centers, City Place at Celebration Pointe, and a private residence in Sarasota. ▪ Professional Memberships: Member of the Florida Planning Association (FPA), Sarasota and Manatee Counties.
	 Located in Fort Myers	
	 50% assigned to project	
	 ✓ BS, Architecture, University of Michigan ✓ AS, Architecture, American Institute of Design	

Key Personnel Assigned		Qualifications
	PAUL DALIA, PE ENGINEERING SUPPORT	
	 26 years of experience	<ul style="list-style-type: none"> ▪ Extensive Experience: Over 25 years in structural engineering with a specialization in cold-formed steel design, contributing to residential, commercial, hospitality, institutional, and medical sectors. ▪ Leadership and Expertise: Member of the AISI Committee on Framing Standards, leveraging over 20 years of CFS design experience to deliver innovative and durable engineering solutions for high-impact projects across the United States.
	 Located in Clermont office	
	 30% assigned to project	
	 <ul style="list-style-type: none"> ✓ MBA, Business Admin., University of Florida ✓ BS, Civil Engineering, University of Florida 	
	JAMES A. BOUREZ, PE ENGINEERING SUPPORT	
	 25 years of experience	<ul style="list-style-type: none"> ▪ Extensive Experience: Over 25 years in structural engineering, with a focus on residential and commercial sectors, contributing to the design and evaluation of numerous high-impact projects. ▪ Key Projects: Engineering support for the Lake County Eight Story Parking Garage Traffic Modification, Paxton Senior Activity Center. ▪ Professional Registrations: Licensed Professional Engineer in Florida (No. 67835) and multiple other states including AZ, CO, GA, ID, KY, MD, MI, MO, NV, NC, OR, PA, SD, SC, TX, UT, VA, WA, and WY.
	 Remote (Texas)	
	 30% assigned to project	
	 <ul style="list-style-type: none"> ✓ AA, Construction Management, Valencia College 	
	ROBERTO BONET PRODUCTION MANAGER	
	 22 years of experience	<ul style="list-style-type: none"> ▪ Extensive Experience: Over 20 years in design and construction document production, with a strong background in residential, commercial, hospitality, institutional, and medical sectors. ▪ Key Projects: Senior CAD/Revit Technician for projects including the Lake County Eight Story Parking Garage Traffic Modification, Paxton Senior Activity Center, The Awning Factory Warehouse. ▪ Certifications: Certified in AutoCAD and Revit, ensuring proficiency in industry-standard design and documentation tools.
	 Located in Clermont office	
	 60% assigned to project	
	 <ul style="list-style-type: none"> ✓ AA, Architecture, Inter-American University of Puerto Rico 	
	ROBERT GODIN BUILDING INSPECTOR, PLANS EXAMINER	
	 15 years of experience	<ul style="list-style-type: none"> ▪ Extensive Experience: Over 15 years in architecture, engineering, and construction management, with a focus on residential, commercial, hospitality, institutional, and medical sectors. ▪ Leadership and Inspection Expertise: Responsible for conducting thorough inspections and ensuring quality and safety standards across various high-impact projects, leveraging extensive hands-on experience and a diverse skill set to deliver innovative solutions.
	 Located in Clermont office	
	 50% assigned to project	
	 <ul style="list-style-type: none"> ✓ AA, Construction Management, Valencia College 	
	FRANCISCO CABRAL, PE ELECTRICAL ENGINEERING (CABRAL ENGINEERING)	
	 14 years of experience	<ul style="list-style-type: none"> ▪ Extensive Experience: Fourteen years in the construction industry with a focus on designing, constructing, and commissioning complex commercial, industrial, and telecommunications projects. ▪ Key Projects: Electrical Engineer of Record for projects including Lake County Fire Stations, Orange County Courthouse Lighting Renovation, Creative Village Roadway Improvements. ▪ Professional Registrations: Professional Engineer in Florida (#68670), Mississippi (#20860), North Carolina (#049262), South Carolina (#29492E), and Texas (#128206).
	 Located in Orlando office	
	 20% assigned to project	
	 <ul style="list-style-type: none"> ✓ MS, Electrical Engineering NC State University ✓ Graduate Certificate, Renewable Electric Energy Systems, NC State University ✓ BS, Electrical Engineering, NC State University 	



Lennard Davis, RA, NCARB

Architectural Lead, Project Executive

Lennard Davis is a highly experienced architect with over 28 years of professional practice, and brings a long list of experience with multiple project types to the Forefront team. As both a United States Navy Veteran and an award-winning architect, Lennard combines an understanding of engineering principles, aesthetics, and functionality into projects while keeping a close eye on both schedules and budgets.

Highlighted Project Experience

Lee County, Design for New Facilities at Pine Island Commercial Marina, St. James City, FL:

Lennard serves as a supporting project architect. The project encompasses a diverse range of structures and amenities designed to support the marina's daily operations and provide essential services to the public. The scope of work included the following key components: a mobile county staff office trailer, a permanent storage shed for marina supplies, and a mobile public restroom trailer, alongside meticulously constructed concrete pads for accessibility and utility connections. Extending beyond mere functionality, the design also included extended areas for communal use, such as picnic setups, emphasizing the project's alignment with federal, state, and local standards.

Lake County, Design Supervisor of Elections Buildings, Tavares, FL:

Lennard serves as the Lead Architect. Forefront is the prime consultant for the architectural and engineering design for a state-of-the-art Supervisor of Elections Facility, totaling 40,000 sq ft. Managing a comprehensive scope including site development, construction oversight, and integration of advanced security measures in line with federal and state election integrity guidelines. The Forefront team will coordinate multidisciplinary teams to deliver architectural, structural, civil, and landscape designs, alongside environmental, geotechnical, mechanical, electrical, and plumbing engineering services.

City of Paxton, Senior Activity Center - New Facility, Paxton, FL: Lennard serves as a supporting project architect on this project. Forefront was contracted by the City of Paxton to design a new senior activity center in Walton County. Forefront's approach to the design for this project was to create an inclusive design that all ages will feel comfortable and welcome. The single story, wood framed structure would sit on a municipal property chosen by the City of Paxton. Some specific requirements needed within the space are dining and activity area as well as handicapped accessible bathrooms, walk-in freezer, catering kitchen, and a covid testing and vaccination room. We are currently working with Walton County to obtain funding from the CDBG-CV Grant.

Washoe County, Regional Emergency Operations Center (REOC), Reno, NV:

Located North of Reno is the REOC, a 28,000 square foot facility designed to provide State, County, and city personnel a secure location from which to coordinate responses to all manner of emergencies or natural disasters in Northern Nevada, including earthquakes, wildfires, any and sort of hazardous material or mass infection events. Included in the program are sleeping areas for staff, secure and robust communications equipment, secured coordination rooms, and health and logistics facilities and equipment. Large garage facilities are also provided for emergency response vehicles.

Aztec Police Department, Sheriff's Office Addition/Expansion, Aztec, NM: , Lennard took on the role of project architect for the addition and renovation of the Sheriff's Office for the Aztec Police Department in Aztec, New Mexico. The project, which added 6,600 square feet to the existing facility, was led by his team.

Firm

Forefront Architecture and Engineering

Years of Experience

Total: 28
With Current Firm: 1

Education

Masters of Architecture,
University of New Mexico

Bachelor of
Architecture, University
of New Mexico

United States Navy,
Nuclear Power Program

Registrations

Registered Architect, NV
No. 6335

Registered Architect, FL
No. AR102538

National Council
of Architectural
Registration Boards —
NCARB

Market Sectors

Healthcare
Industrial
Hospitality
Educational
Commercial Municipal
Multi-family
Residential



Khine Pwint, RA, NCARB

Architect, Project Manager

Firm

Forefront Architecture
and Engineering

Years of Experience

Total: 22
With Current Firm: 1

Education

BArch, New York
Institute of Technology

AAS, Architectural
Technology, New York
City Technical College

Registrations

Registered Architect, NY
No. 034118

Registered Architect, FL
No. AR95482

National Council
of Architectural
Registration Boards —
NCARB

Market Sectors

Residential
Commercial
Municipal

Khine Pwint is a highly experienced architect with over 22 years of professional practice. She is currently part of the Forefront Architecture and Engineering team, where she brings her expertise to a variety of projects in the residential, commercial, and municipal sectors. Key project highlights in her career include her involvement in the relocation and expansion of Lake County’s EMS fleet and logistics services, the design of an inclusive senior activity center in Paxton, Florida, and her contribution to a contemporary office building project in Orlando. Khine has also led significant projects like the vertical enlargement of a Bronx supermarket and the design of a luxury residence in Scarsdale, New York. Khine’s dedication and innovative approach continue to make a significant impact in the field of architecture, enhancing the built environment and exceeding client expectations.

Highlighted Project Experience

Lake County, Design Supervisor of Elections Buildings, Tavares, FL: Khine serves as a supporting project architect. Forefront is the prime consultant for the architectural and engineering design for a state-of-the-art Supervisor of Elections Facility, totaling 40,000 sq ft. Managing a comprehensive scope including site development, construction oversight, and integration of advanced security measures in line with federal and state election integrity guidelines. The Forefront team will coordinate multidisciplinary teams to deliver architectural, structural, civil, and landscape designs, alongside environmental, geotechnical, mechanical, electrical, and plumbing engineering services.

Lake County, Emergency Medical Services (EMS) Fleet and Logistics Relocation, Lake County, FL: Khine serves as a supporting project architect on this project. Lake County is relocating their fleet services at a single campus. Forefront has been tasked with modification to an existing garage to accommodate the added services. Also, the project includes a new addition to another campus building. Our role involves architectural, structural, and MEP services to facilitate Lake County’s EMS operations’ move to the existing Fleet Services location. The Phase 1 expansion now spans 48,000 square feet, with a budget of \$2.4 million.

City of Paxton, Senior Activity Center - New Facility, Paxton, FL: Khine serves as a supporting project architect on this project. Forefront was contracted by the City of Paxton to design a new senior activity center in Walton County. Forefront’s approach to the design for this project was to create an inclusive design that all ages will feel comfortable and welcome. The single story, wood framed structure would sit on a municipal property chosen by the City of Paxton. Some specific requirements needed within the space are dining and activity area as well as handicapped accessible bathrooms, walk-in freezer, catering kitchen, and a covid testing and vaccination room. We are currently working with Walton County to obtain funding from the CDBG-CV Grant.

Schar Holdings, Inc., Sand Lake Vista Office Building, Orlando, FL: The design of the new office building, situated on the prestigious Sand Lake Vista Drive in Orlando, exemplifies a cutting-edge and versatile approach, seamlessly blending functionality with captivating aesthetics. The architectural style of the building exudes a sleek and contemporary vibe, beautifully harmonizing glass, stucco, and stone elements to create a visually striking composition. This project is currently still in the design phase and working towards 30% construction documents. Khine serves as a supporting project architect on this project.



Nunzie Burzo

Client Account Manager

Nunzie joins Forefront with an extensive background in the AEC industry. He is results-driven, highly motivated professional with over 30 years of experience in process, procedure, and construction project management coupled with operational and management experience. His understanding of how ‘change’ impacts an organization and the ability to link change to the organization’s perceived bottom line/growth strategies enables our teams to achieve our client’s goals.

Firm

Forefront Architecture
and Engineering

Years of Experience

Total: 30+
With Current Firm: 1

Education

BS, Architecture,
New York Institute
of Technology

Professional Memberships

FPA Member, Sarasota
Manatee Counties

BEX Builder
Exchange FHBA

Areas of Expertise

Project Management
Construction

Market Sectors

Residential
Commercial
Hospitality
Institutional
Medical

Highlighted Project Experience

Lee County, Design for New Facilities at Pine Island Commercial Marina, St. James City, FL: Nunzie is currently serving as the Senior Client Account Manager. The project encompasses a diverse range of structures and amenities designed to support the marina’s daily operations and provide essential services to the public. The scope of work included the following key components: a mobile county staff office trailer, a permanent storage shed for marina supplies, and a mobile public restroom trailer, alongside meticulously constructed concrete pads for accessibility and utility connections. Extending beyond mere functionality, the design also included extended areas for communal use, such as picnic setups, emphasizing the project’s alignment with federal, state, and local standards.

City of Paxton, Senior Activity Center - New Facility, Paxton, FL: Nunzie serves as construction estimator for this project. Forefront was contracted by the City of Paxton to design a new senior activity center in Walton County. Forefront’s approach to the design for this project was to create an inclusive design that all ages will feel comfortable and welcome. The single story, wood framed structure would sit on a municipal property chosen by the City of Paxton. Some specific requirements needed within the space are dining and activity area as well as handicapped accessible bathrooms, walk-in freezer, catering kitchen, and a covid testing and vaccination room. We are currently working with Walton County to obtain funding from the CDBG-CV Grant.

Lake County, Emergency Medical Services (EMS) Fleet and Logistics Relocation, Lake County, FL: Lake County is relocating their fleet services at a single campus. Forefront has been tasked with modification to an existing garage to accommodate the added services. Also, the project includes a new addition to another campus building. Our role involves architectural, structural, and MEP services to facilitate Lake County’s EMS operations’ move to the existing Fleet Services location. The Phase 1 expansion now spans 48,000 square feet, with a budget of \$2.4 million. Nunzie serves as construction cost estimator for this project.

Lake County, Historic Courthouse Structural Column Investigation, Tavares, FL: Nunzie serves as construction estimator for this project. Forefront operating under the Lake County Continuing On-Call Contract, embarked on a transformative endeavor to restore Lake County’s Historic Courthouse as it commemorated its centennial year. This collaborative effort not only uncovers challenges but also charts a path to inspire both the present and the future. Our team meticulously examined the columns to uncover reasons for the cracks, forming the basis of our investigation. We found that the columns were a veneer, leading to diverse crack causes.

Schar Holdings, Inc., Sand Lake Vista Office Building, Orlando, FL: The design of the new office building, situated on the prestigious Sand Lake Vista Drive in Orlando, exemplifies a cutting-edge and versatile approach, seamlessly blending functionality with captivating aesthetics.



Bill Spencer

Senior Project Manager / Designer

Bill is a highly experienced Designer and Project Manager with over 30 years of experience. He is currently part of the Forefront Architecture and Engineering team, where he brings his expertise to a variety of projects in the residential, commercial, and municipal sectors. His expertise in coordinating the design and implementation of detail for the Production Teams ensures that our projects are completed with the commitment to delivering high quality and innovative design solutions for our clients.

Firm

Forefront Architecture
and Engineering

Years of Experience

Total: 30+
With Current Firm: 1

Education

BS,
Architecture, Taubmann
College of Architecture
& Urban Planning at the
University of Michigan

AS, Architecture
American Institute of
Design

**Professional
Memberships**

FPA Member, Sarasota
Manatee Counties

Areas of Expertise

Project Management
Project Site
Management
Construction

Market Sectors

Residential
Commercial
Hospitality
Institutional
Medical

Highlighted Project Experience

Lee County, Design for New Facilities at Pine Island Commercial Marina, St.

James City, FL: Bill is currently serving as the Senior Project Manager. The project encompasses a diverse range of structures and amenities designed to support the marina’s daily operations and provide essential services to the public. The scope of work included the following key components: a mobile county staff office trailer, a permanent storage shed for marina supplies, and a mobile public restroom trailer, alongside meticulously constructed concrete pads for accessibility and utility connections. Extending beyond mere functionality, the design also included extended areas for communal use, such as picnic setups, emphasizing the project’s alignment with federal, state, and local standards. Bill is overseeing the coordination of all local and government municipalities including FEMA requirements. Bill will also manage both the commercial and residential access to the boat ramps and ensure they are fully operational during regular working hours during construction.

Lake County, Design Supervisor of Elections Buildings, Tavares, FL: Bill serves as a supporting project manager. Forefront is the prime consultant for the architectural and engineering design for a state-of-the-art Supervisor of Elections Facility, totaling 40,000 sq ft. Managing a comprehensive scope including site development, construction oversight, and integration of advanced security measures in line with federal and state election integrity guidelines. The Forefront team will coordinate multidisciplinary teams to deliver architectural, structural, civil, and landscape designs, alongside environmental, geotechnical, mechanical, electrical, and plumbing engineering services.

R.A. Johnson Tire Service Centers, Southwest, FL: Bill was the Supporting Designer for the new Design Development and structural details of the proposed 8 location, 7,500 square foot each tire/service centers located throughout Southwest Florida. (Projects were completed prior to Forefront)

City Place at Celebration Pointe, Gainesville, FL: Bill served as the Design Liaison and Project Manager for these multi-unit, modern apartment buildings located close to the University of Florida. He worked with the local municipalities, communities and Project Architects to ensure that the design was functional for both families and students as well. (Project was completed prior to Forefront)

The Goddard Charter School, Charlotte County, FL: Bill served as the Senior Designer during Design development and then as the on-site Assistant Project Manager for an 8,900 square foot school renovation project. The design included updated classrooms with the newest visual technologies, a new technical training classroom, special education facility, ADA compliance update to auditorium with handicap ramps for access, added new ADA compliant restrooms and new teachers lounge with full kitchen. (Project was completed prior to Forefront)



Todd Drennan, RA, AIA, NCARB

Technical Advisor - Architectural Services

Todd began his career working for a world-renowned architect in London, England, prior to returning to the States. He has the unique abilities of an engineering education combined with award-winning architectural design skills. He pays close attention to his client’s needs and budget while taking care of the details necessary to produce complete design documents for accurate construction bidding and a smooth-running project. He thrills in working with clients to make concepts into reality.

Firm

Forefront Architecture
and Engineering

Years of Experience

Total: 25
With Current Firm: 6

Education

M. Arch, Architecture,
Miami University, Ohio

BS, Engineering
Brigham Young
University

Registrations

Registered Architect,
No. AR98800

FL, GA, TX, UT,
WY, ND, MN

Professional Affiliations

American Institute
of Architects — AIA

National Council
of Architectural
Registration Boards —
NCARB

Areas of Expertise

Civic
Institutional
Commercial
Industrial
Residential

Highlighted Project Experience

Lake County, Eight Story Parking Garage Traffic Modification, Tavares, FL: This was a renovation of an existing multi-level parking garage. The original scope was adding a new vehicle exit out of the garage. The scope expanded to add metal security gates for vehicles and persons on the 6th floor to separate the 7th and 8th floors above from public access for Lake County staff purposes. Forefront has been tasked with providing architecture and engineering drawings to provide a second vehicle exit route from the public garage. Todd serves as the Architectural lead on this project.

City of Paxton, Senior Activity Center - New Facility, Paxton, FL: Forefront was contracted by the City of Paxton to design a new senior activity center in Walton County. Forefront’s approach to the design for this project was to create an inclusive design that all ages will feel comfortable and welcome. The single story, wood framed structure would sit on a municipal property chosen by the City of Paxton. Some specific requirements needed within the space are dining and activity area as well as handicapped accessible bathrooms, walk-in freezer, catering kitchen, and a covid testing and vaccination room. We are currently working with Walton County to obtain funding from the CDBG-CV Grant. Todd serves as the Architectural lead on this project.

Lake County, Emergency Medical Services (EMS) Fleet and Logistics Relocation, Lake County, FL: Lake County is relocating their fleet services at a single campus. Forefront has been tasked with modification to an existing garage to accommodate the added services. Also, the project includes a new addition to another campus building. Our role involves architectural, structural, and MEP services to facilitate Lake County’s EMS operations’ move to the existing Fleet Services location. The Phase 1 expansion now spans 48,000 square feet, with a budget of \$2.4 million. Todd serves as the Architectural lead on this project.

Lake County, Historic Courthouse Structural Column Investigation, Tavares, FL: Forefront operating under the Lake County Continuing On-Call Contract, embarked on a transformative endeavor to restore Lake County’s Historic Courthouse as it commemorated its centennial year. This collaborative effort not only uncovers challenges but also charts a path to inspire both the present and the future. Our team meticulously examined the columns to uncover reasons for the cracks, forming the basis of our investigation. We found that the columns were a veneer, leading to diverse crack causes. Todd serves as the Architectural lead on this project.

Bennett Law Firm, All Nations Office Building, Groveland, FL: Todd serves as the Architectural lead and Project Manager on this project. Forefront played a pivotal role, handling every aspect of the project. From designing the central courtyard to implementing the block coursing structural system, our team ensured a comprehensive approach that balanced functionality, aesthetics, and innovation. Externally, the building showcases Miami Art Deco influences through its color palette and numerous windows, inviting ample natural light.



Chris Smith, PE

Task Lead - Structural Engineering

A Licensed Professional Engineer, Christopher M. Smith uses his vast knowledge of engineering and design to create structures that will endure over the years, through all conditions, while maintaining their beauty and function. Designing multi-story residences, schools, government buildings and hotels are also part of Chris's far-reaching career experience.

Highlighted Project Experience

Lake County, Eight Story Parking Garage Traffic Modification, Tavares, FL: This was a renovation of an existing multi-level parking garage. The original scope was adding a new vehicle exit out of the garage. The scope expanded to add metal security gates for vehicles and persons on the 6th floor to separate the 7th and 8th floors above from public access for Lake County staff purposes. Forefront has been tasked with providing architecture and engineering drawings to provide a second vehicle exit route from the public garage. Chris serves as the Engineering task lead for this project.

City of Paxton, Senior Activity Center - New Facility, Paxton, FL: Chris served as the Engineering task lead for this project. Forefront was contracted by the City of Paxton to design a new senior activity center in Walton County. The single story, wood framed structure would sit on a municipal property chosen by the City of Paxton. Some specific requirements needed within the space are dining and activity area as well as handicapped accessible bathrooms, walk-in freezer, catering kitchen, and a covid testing and vaccination room. We are currently working with Walton County to obtain funding from the CDBG-CV Grant.

Lake County, Emergency Medical Services (EMS) Fleet and Logistics Relocation, Lake County, FL: Lake County is relocating their fleet services at a single campus. Forefront has been tasked with modification to an existing garage to accommodate the added services. Also, the project includes a new addition to another campus building. Our role involves architectural, structural, and MEP services to facilitate Lake County's EMS operations' move to the existing Fleet Services location. The Phase 1 expansion now spans 48,000 square feet, with a budget of \$2.4 million. Chris served as the Engineering task lead for this project..

Lake County, Historic Courthouse Structural Column Investigation, Tavares, FL: Chris served as the Engineering task lead for this project. Forefront operating under the Lake County Continuing On-Call Contract, embarked on a transformative endeavor to restore Lake County's Historic Courthouse as it commemorated its centennial year. This collaborative effort not only uncovers challenges but also charts a path to inspire both the present and the future. Our team meticulously examined the columns to uncover reasons for the cracks, forming the basis of our investigation. We found that the columns were a veneer, leading to diverse crack causes.

The Awning Factory, Warehouse Expansion, Orlando, FL: Chris served as the Engineering task lead for this project. The project incorporates a structural steel frame and cold-formed steel walls, supported by a shallow concrete foundation system. This strategic choice ensures a sturdy and durable structure, capable of accommodating the functional needs of The Awning Factory's operations.

Lake County, Tax Collector Facility, Tavares, FL: Chris served as the Engineering task lead for this project. Forefront successfully managed the Lake County Tax Collector project, adhering to the Project Management Plan and Quality Assurance protocols. The site development proceeded smoothly with the chosen contractor achieving the necessary pad for construction on time and within budget. The drainage, civil design, and landscaping integrated well with the site's topography.

Firm

Forefront Architecture
and Engineering

Years of Experience

Total: 25
With Current Firm: 17

Education

BS, Civil Engineering,
University of Delaware

Registrations

Professional Engineer
FL, No. 62605

CA, CO, NY,
NC, OK, VA

Market Sectors

Residential
Commercial
Hospitality
Institutional
Medical



Patricia Mugnol, NCARB

Architectural Support

With a career spanning over 15 years, Patricia is a seasoned professional in the realm of Construction Management and Interior Design. As an instrumental part of the Forefront team, Patricia takes on the role of a Supporting Project Manager. Her expertise lies in seamlessly coordinating the design and production teams, ensuring that projects are executed with precision, creativity, and a commitment to excellence. Patricia's holistic approach, creative insights, and unwavering dedication make her an invaluable asset to our team and a cornerstone of our commitment to delivering projects that resonate with innovation and quality.

Firm

Forefront Architecture
and Engineering

Years of Experience

Total: 15
With Current Firm: 4

Education

M. Arch, Architecture,
Lutheran University
of Brazil, Canoas

BS, Architecture
University of Caxias do
Sul Caxias do Sul, Brazil

Professional Affiliations

National Council
of Architectural
Registration Boards —
NCARB

Highlighted Project Experience

City of Paxton, Senior Activity Center - New Facility, Paxton, FL: Forefront was contracted by the City of Paxton to design a new senior activity center in Walton County. Forefront's approach to the design for this project was to create an inclusive design that all ages will feel comfortable and welcome. The single story, wood framed structure would sit on a municipal property chosen by the City of Paxton. Some specific requirements needed within the space are dining and activity area as well as handicapped accessible bathrooms, walk-in freezer, catering kitchen, and a covid testing and vaccination room. We are currently working with Walton County to obtain funding from the CDBG-CV Grant.

The Awning Factory, Warehouse Expansion, Orlando, FL: The project incorporates a structural steel frame and cold-formed steel walls, supported by a shallow concrete foundation system. The shallow concrete foundation system supports the entire structure, distributing the load evenly to the ground. This approach minimizes the need for extensive excavation and simplifies the construction process, leading to efficient project management and cost savings.

Bennett Law Firm, All Nations Office Building, Groveland, FL: Forefront played a pivotal role, handling every aspect of the project. From designing the central courtyard to implementing the block coursing structural system, our team ensured a comprehensive approach that balanced functionality, aesthetics, and innovation. Externally, the building showcases Miami Art Deco influences through its color palette and numerous windows, inviting ample natural light. Forefront's contributions extended beyond architecture, encompassing structural, mechanical, electrical, and plumbing engineering. Our expertise in interior design resulted in thoughtful office spaces, communal break areas, and flexible conference rooms, fostering collaboration and productivity.

University of Florida Health, The Villages Tri-County Medical Center Auxiliary Ye Old Thrift Shoppe, Lady Lake, FL: Forefront worked with the University of Florida Health, The Villages Medical Center Auxiliary Foundation to design the new Ye Olde Thrift Shoppe expansion. This project included Architectural, Engineering and MEP. The Ye Old Thrift Shoppe began operation in 2008 at 106 W. Lady Lake Blvd. The original home for the thrift shop was a two-story building that had served as the first general store in Lady Lake for nearly 100 years. This \$1.2M expansion and redesign resulted in over 7,500 square feet of retail space for everything from clothing to furniture to small items.

University of Central Florida, Flying Horse Studio, Orlando, FL: Forefront Architecture and Engineering was subcontracted to complete the project design and management through Schenkelshultz Inc. Forefront provided architectural/structural/MEP drawing set for a tenant improvement of approximately 7,000 SF of existing comedy club to be converted to gallery/art studio space.



Mike Vitale

QA/QC, Building Code Compliance Administrator, Plans Examiner

Michael Vitale provides over 38 years of experience within the construction industry and had served as the Directorate of Engineering for the U.S. Army – Doha, Qatar. Michael has 15 years of experience as a Florida Licensed Building Inspector & Plans Examiner and has obtained licensure as a Florida Licensed Building Code Administrator. Michael is currently the Operations Manager at Forefront Architecture & Engineering which includes oversight of the Quality Control program, Inspections and Plans Review.

Firm

Forefront Architecture and Engineering

Years of Experience

Total: 38
With Current Firm: 18

Education

A.S. Construction Management
University of Maryland
U.S. Army

Registrations

Building Code Administrator
FL, No. BU1939

Plans Examiner
FL, No. PX2900

Building Inspector
FL, No. BN5181

Market Sectors

Threshold Inspections
Structural Inspection
Residential Plans Review

Highlighted Project Experience

Lake County, Eight Story Parking Garage Traffic Modification, Tavares, FL: This was a renovation of an existing multi-level parking garage. The original scope was adding a new vehicle exit out of the garage. The scope expanded to add metal security gates for vehicles and persons on the 6th floor to separate the 7th and 8th floors above from public access for Lake County staff purposes. Forefront has been tasked with providing architecture and engineering drawings to provide a second vehicle exit route from the public garage. Mike serves as the QA/QC lead and plans examiner on this project.

Lake County, Historic Courthouse Structural Column Investigation, Tavares, FL: Mike serves as the Project Manager for this project. Forefront operating under the Lake County Continuing On-Call Contract, embarked on a transformative endeavor to restore Lake County’s Historic Courthouse as it commemorated its centennial year. This collaborative effort not only uncovers challenges but also charts a path to inspire both the present and the future. Our team meticulously examined the columns to uncover reasons for the cracks, forming the basis of our investigation. We found that the columns were a veneer, leading to diverse crack causes.

Lake County, Fire Station Hazard Mitigation Grant Program Improvements - Phase 1, Countywide, FL: Mike serves as the Project Manager for this project. Forefront has partnered with Lake County to enhance the resilience of its crucial fire stations as part of the Hazard Mitigation Grant Program (HMGP). This initiative demonstrates our commitment to public safety, innovative engineering, and proactive problem-solving. We initiated the project by conducting a thorough assessment of 19 strategically located fire stations across Lake County. This evaluation helped identify vulnerabilities that could hinder the stations’ emergency response. These vulnerabilities included issues such as roofing problems and non-impact resistant components.

City of Paxton, Senior Activity Center - New Facility, Paxton, FL: Forefront was contracted by the City of Paxton to design a new senior activity center in Walton County. Forefront’s approach to the design for this project was to create an inclusive design that all ages will feel comfortable and welcome. The single story, wood framed structure would sit on a municipal property chosen by the City of Paxton. Some specific requirements needed within the space are dining and activity area as well as handicapped accessible bathrooms, walk-in freezer, catering kitchen, and a covid testing and vaccination room. We are currently working with Walton County to obtain funding from the CDBG-CV Grant. Mike serves as the QA/QC lead and plans examiner on this project. Mike serves as the QA/QC lead and plans examiner on this project.

Lake County, Emergency Medical Services (EMS) Fleet and Logistics Relocation, Lake County, FL: Lake County is relocating their fleet services at a single campus. Forefront has been tasked with modification to an existing garage to accommodate the added services. Also, the project includes a new addition to another campus building. Our role involves architectural, structural, and MEP services to facilitate Lake County’s EMS operations’ move to the existing Fleet Services location. The Phase 1 expansion now spans 48,000 square feet, with a budget of \$2.4 million. Mike serves as the QA/QC lead and plans examiner on this project.



Robert Godin

Building Inspector, Plans Examiner

Robert is a seasoned professional with over 15 years of experience in architecture, engineering, and construction management. With a strong educational background and an impressive array of licenses and certifications, he has established himself as a trusted lead inspector at Forefront. Robert’s expertise spans across various market sectors, including residential, commercial, hospitality, institutional, and medical projects. His hands-on involvement in high-impact projects showcases his proficiency in delivering innovative solutions while adhering to quality and safety standards. Robert’s extensive experience, diverse skill set, and commitment to delivering exceptional results make him a valuable asset in the field of construction management.

Firm

Forefront Architecture and Engineering

Years of Experience

Total: 15
With Current Firm: 10

Education

AA, Construction Management,
Valencia College

Licenses & Certifications

Building Inspector, FL,
No. BN4791

Plans Examiner, FL
No. PX2367

Level II Post-Tensioning Inspector, FL
No. 72609009

Plans Examiner,
National Board on Fire Service Professional Qualifications
No. 287128

Certified General Contractor, FL
No. CGC034863

Market Sectors

Residential
Commercial
Hospitality
Institutional
Medical

Highlighted Project Experience

Lake County, Eight Story Parking Garage Traffic Modification, Tavares, FL: Robert served as the lead inspector on this project. This was a renovation of an existing multi-level parking garage. The original scope was adding a new vehicle exit out of the garage. The scope expanded to add metal security gates for vehicles and persons on the 6th floor to separate the 7th and 8th floors above from public access for Lake County staff purposes. Forefront has been tasked with providing architecture and engineering drawings to provide a second vehicle exit route from the public garage.

Lake County, Historic Courthouse Structural Column Investigation, Tavares, FL: Robert served as the lead inspector on this project. Forefront operating under the Lake County Continuing On-Call Contract, embarked on a transformative endeavor to restore Lake County’s Historic Courthouse as it commemorated its centennial year. This collaborative effort not only uncovers challenges but also charts a path to inspire both the present and the future. Our team meticulously examined the columns to uncover reasons for the cracks, forming the basis of our investigation. We found that the columns were a veneer, leading to diverse crack causes.

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Bennett Law Firm, All Nations Office Building, Groveland, FL: Robert served as the lead inspector on this project. Forefront played a pivotal role, handling every aspect of the project. From designing the central courtyard to implementing the block coursing structural system, our team ensured a comprehensive approach that balanced functionality, aesthetics, and innovation. Externally, the building showcases Miami Art Deco influences through its color palette and numerous windows, inviting ample natural light. The central core’s design draws attention to the main entrance with elegance. Forefront’s contributions extended beyond architecture, encompassing structural, mechanical, electrical, and plumbing engineering. Our expertise in interior design resulted in thoughtful office spaces, communal break areas, and flexible conference rooms, fostering collaboration and productivity.



Paul Dalia, PE

Engineering Support

Paul started structural engineering designing masonry, steel, concrete, and lumber, but now specializes in the design of cold-formed steel. He has over 20 years of CFS design experience working for various contractors, sub-contractors, architects and engineers on projects all over the United States. Project types include load bearing and curtain wall type framing, themed facades and specialized designs. He is a voting member on the AISI Committee on Framing Standards. Paul operates as a contracted employee for engineering support.

Firm

Forefront Architecture
and Engineering

Years of Experience

Total: 25+
With Current Firm: 3
(Contract)

Education

MBA, Business
Administration,
University of Florida

BS, Civil Engineering,
University of Florida

Registrations

Professional Engineer,
FL, No. 54001

Market Sectors

Residential
Commercial
Hospitality
Institutional
Medical

Highlighted Project Experience

Electronic Arts, Orlando Headquarters - Creative Village, Orlando, FL: The new Electronic Arts building is a five-story office building built on a 1.8-acre parcel at the new Creative Village in downtown Orlando. The company is going to move its 700 employees to this \$62 million, 180,000 square-foot facility. Creative Village is an urban innovation district near downtown Orlando that currently houses the UCF and Valencia college downtown campuses, new housing and retail options. Forefront assisted in the specialty engineering of the cold-formed steel design for the themed façade wall and the entire front of the building including: the roof, overhangs, and the 1st-floor exterior ceiling work. Paul was contracted for Engineering support on this project.

The Awning Factory, Warehouse Expansion, Orlando, FL: Paul was contracted as Engineering support on this project. The project incorporates a structural steel frame and cold-formed steel walls, supported by a shallow concrete foundation system. This strategic choice ensures a sturdy and durable structure, capable of accommodating the functional needs of The Awning Factory’s operations. The shallow concrete foundation system supports the entire structure, distributing the load evenly to the ground. This approach minimizes the need for extensive excavation and simplifies the construction process, leading to efficient project management and cost savings.

IMG Academy, East Campus Main Gymnasium, Bradenton, FL: The Cold Formed Steel on this project was used to make the exterior façade of the building. East Campus is the site of the original Nick Bollettieri Tennis Academy, the precursor to IMG Academy. Established in 1978, it served as the foundation for the world-renowned boarding school. As the school continues to grow and achieve new levels of success, facility upgrades were needed for their nationally ranked tennis and basketball programs. The East Campus Gym presents a discernible shift from the scale of the surrounding structures. As such, it serves as a focal point and gateway to the East Campus. A guard stand to mirror that of the West Campus was added to assist in creating a visible point of entry. The facility features a 14,000 sf ground floor center core. The inviting corridor leads visitors through the IMG Hall of Fame and to home and visitor locker rooms, athletic training, public restrooms, team changing rooms, concessions and storage space. To the south, the basketball practice area totals 44,500 sf. Designed to support practice, game and tournament play, the space houses three practice courts and one championship court. The championship court is flanked by stands on three sides and features a video scoreboard over half-court and lighting to meet NCAA broadcasting standards.

Louisiana Tech University, JC Love Field, Ruston, LA: J.C. Love Field at Pat Patterson Park was rounding out its 48th year of service when tragedy struck Ruston on April 25, 2019. An EF-3 tornado ripped through the city, destroying several Louisiana Tech Athletic facilities. University officials presented renderings and plans for the complete rebuild of the baseball facility. Total capacity of the facility is 2,100.



James A. Bourez, PE

Engineering Support

Firm

Forefront Architecture
and Engineering

Years of Experience

Total: 25+
With Current Firm: 15

Education

BSCE, Engineering,
California State
University - Sacramento

Registrations

Professional Engineer,
FL, No. 67835

Also licensed in AZ, CO,
FL, GA, ID, KY, MD, MI,
MO, NV, NC, OR, PA, SD,
SC, TX, UT, VA, WA, WY.

Market Sectors

Residential
Commercial

James is an accomplished engineer with a diverse and extensive background in various aspects of structural design, spanning over decades of professional experience. Throughout his career, he has consistently demonstrated his expertise, dedication, and innovative approach in enhancing structural integrity and design precision. At Forefront Architecture and Engineering, James has held the role of Staff Engineer for residential design since 2010. His responsibilities encompass a broad spectrum, including serving as the Engineer of Record for numerous projects. His expertise shines in evaluating truss calculations for loading, code compliance, and suitability, and sizing various structural components for both gravity and wind loads. He plays a vital role in optimizing structural capacity and economic value, and his involvement extends to overseeing permanent bracing and truss-to-structure connections.

Highlighted Project Experience

Lake County, Eight Story Parking Garage Traffic Modification, Tavares, FL: James served as Engineering support on this project. This was a renovation of an existing multi-level parking garage. The original scope was adding a new vehicle exit out of the garage. The scope expanded to add metal security gates for vehicles and persons on the 6th floor to separate the 7th and 8th floors above from public access for Lake County staff purposes. Forefront has been tasked with providing architecture and engineering drawings to provide a second vehicle exit route from the public garage.

City of Paxton, Senior Activity Center - New Facility, Paxton, FL: James served as Engineering support on this project. Forefront was contracted by the City of Paxton to design a new senior activity center in Walton County. Forefront's approach to the design for this project was to create an inclusive design that all ages will feel comfortable and welcome. The single story, wood framed structure would sit on a municipal property chosen by the City of Paxton. Some specific requirements needed within the space are dining and activity area as well as handicapped accessible bathrooms, walk-in freezer, catering kitchen, and a covid testing and vaccination room. We are currently working with Walton County to obtain funding from the CDBG-CV Grant.

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Roberto Bonet

Production Manager, Senior CAD/Revit Technician

With 20 years of experience in design and construction document production, there are not many things in the industry that Roberto has not seen. As a manager of projects and personnel, Roberto is responsible for training staff and keeping them organized. He has worked for multiple firms and learned best practices from each of these firms. He has been managing production at Forefront and its predecessor firm for 15 years. Roberto is English/Spanish bi-lingual.

Highlighted Project Experience

Lake County, Eight Story Parking Garage Traffic Modification, Tavares, FL: Roberto serves as Senior CAD/Revit Technician on this project. This was a renovation of an existing multi-level parking garage. The original scope was adding a new vehicle exit out of the garage. The scope expanded to add metal security gates for vehicles and persons on the 6th floor to separate the 7th and 8th floors above from public access for Lake County staff purposes. Forefront has been tasked with providing architecture and engineering drawings to provide a second vehicle exit route from the public garage.

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Lake County, Tax Collector Facility, Tavares, FL: Roberto served as Senior CAD/Revit Technician on this project. Forefront successfully managed the Lake County Tax Collector project, adhering to the Project Management Plan and Quality Assurance protocols. The site development proceeded smoothly with the chosen contractor achieving the necessary pad for construction on time and within budget. The drainage, civil design, and landscaping integrated well with the site’s topography. To meet a critical deadline before the lease expiration of the existing location, the General Contractor team diligently ensured the timely completion of the 14,000 SF building, holding weekly meetings with stakeholders for effective project management. The building’s design, tailored to Lake County’s demographics, featured architectural elements like a distinctive porch entrance, landscaping, flagpole, metal roof, and large storefront openings. The layout prioritized ample reception and service space, achieved through the division of the building into “Lobby A” and “Lobby B” wings branching from a central reception area. Beyond service zones, the building encompassed a training room, break room, CIC room, supplies, and administration areas.

Firm

Forefront Architecture
and Engineering

Years of Experience

Total: 20
With Current Firm: 15

Education

AA, Architecture,
Inter-American University
of Puerto Rico

Certifications

AutoCAD
Revit

Market Sectors

Residential
Commercial
Hospitality
Institutional
Medical

TAB 4

Ability to become Quickly Familiar with Local Conditions

TAB 4

Ability to Quickly Familiarize with Local Conditions

Overview of Local Conditions

While Forefront does not currently have a physical presence in Green Cove Springs, our team is fully committed to quickly understanding the local conditions and applying our extensive experience to ensure the success of this project. We approach each project with a tailored strategy that emphasizes thorough research, proactive engagement, and leveraging our past experience with similar initiatives across Florida.

1. Commitment to Understanding Conditions

Forefront will dedicate time and resources to familiarize ourselves with the specific conditions of Green Cove Springs. **This includes:**

- Engaging with the City’s project staff early in the process to gain a comprehensive understanding of site-specific challenges and opportunities. Conducting detailed site visits and environmental analyses to assess existing infrastructure and conditions.
- Reviewing all applicable local regulations, codes, and permitting requirements to ensure compliance and smooth project execution.

2. Leveraging Relevant Florida Experience

Our team has successfully completed numerous municipal and community projects throughout Florida, which has provided us with a strong foundation to adapt to the unique requirements of Green Cove Springs. **Past projects, such as the Hawthorne Area Resource Center and other CDBG-funded initiatives, have equipped us with the knowledge to address:**

- Florida’s climatic and environmental factors
- Regulatory requirements for grant-funded projects
- Functional designs tailored to community needs

3. Proactive Collaboration with City Staff

We understand the importance of strong communication and collaboration with local stakeholders. Forefront will:

- Participate in regular meetings with the City’s project staff to align with local priorities and expectations.
- Engage with local authorities and agencies to streamline permitting and regulatory approvals.
- Incorporate feedback from stakeholders into our designs to ensure alignment with community goals.

4. Applying Expertise in Adaptive Design

Forefront excels at designing solutions that integrate seamlessly with local environments and community needs. **For this project, we will draw from our experience with similar facilities to create a design that is functional, compliant, and reflective of the City’s vision for the Augusta Savage Arts and Community Center improvements.**

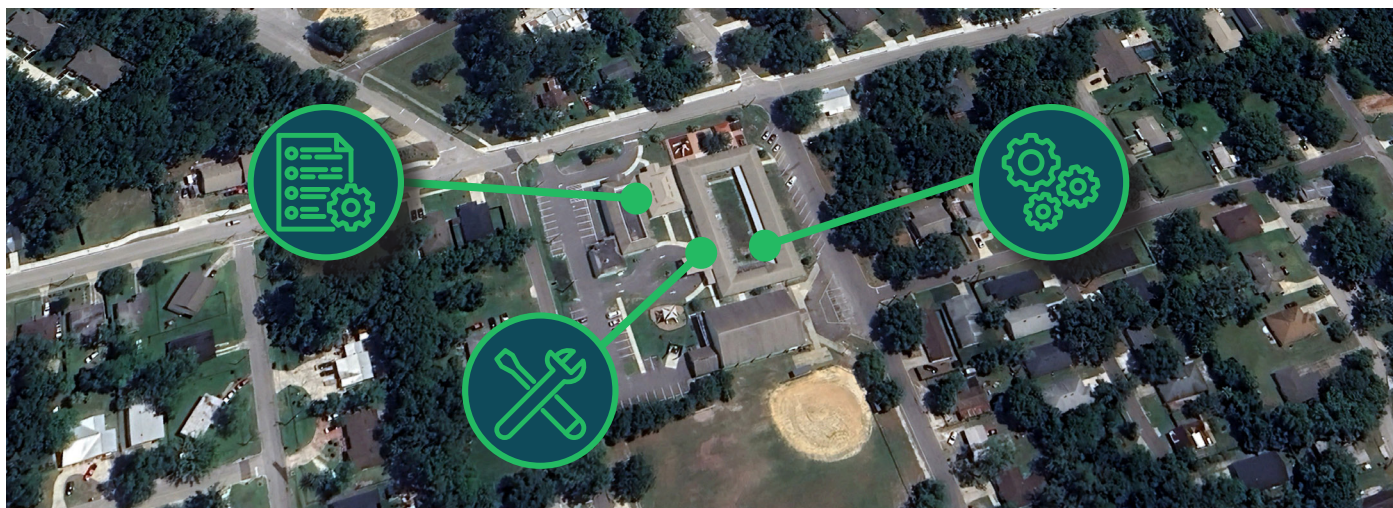
Team Availability and Readiness



Forefront is fully prepared to engage with the City. **As we currently do not have any ongoing projects with the City, we look forward to this opportunity to establish a successful partnership and demonstrate our commitment to delivering exceptional service.** Our team is well-resourced, with dedicated production staff and a depth of professional expertise to ensure project success from start to finish.

With a balanced workload and the flexibility to prioritize new projects, we have the capacity to respond promptly and dedicate the necessary resources to meet the City’s architectural needs. **Our skilled architects, engineers, and support staff are ready to begin upon award, providing a seamless start to our partnership with the City of Green Cove Springs.**

FOREFRONT BENEFIT: By combining our commitment to understanding the specific conditions of Green Cove Springs with our proven experience in similar Florida projects, Forefront will deliver a tailored solution that meets the City’s needs. Our proactive engagement with City staff and stakeholders ensures that we will quickly adapt to local conditions and deliver a project of exceptional quality and value.



Considerations Forefront AE Will Take When Understanding Local Conditions

To ensure the success of the Augusta Savage Arts and Community Center renovation, Forefront will take a comprehensive and thoughtful approach to understanding the local conditions of Green Cove Springs. This approach involves analyzing a variety of factors that impact the project's design, construction, and functionality.

Regulatory and Permitting Requirements

- Review all local, state, and federal regulations applicable to the project, particularly those tied to CDBG funding and historical preservation guidelines.
- Understand permitting processes and timelines to streamline approvals and avoid delays.
- Engage with local agencies to ensure compliance with zoning codes, environmental regulations, and building standards.

Site-Specific Analysis

- Conduct thorough topographical and environmental surveys to assess the project site through selected subconsultant partners.
- Evaluate existing infrastructure, including utilities, road access, and drainage systems, to ensure compatibility with the renovation plans.
- Analyze historical and cultural significance, as the site is part of the historic Dunbar High School, to respect and preserve its legacy.

3. Community Needs and Demographics

- Understand the role of the Augusta Savage Arts and Community Center within the community, particularly as a Coronavirus Testing and Vaccination Center.
- Engage with City staff to identify specific needs and priorities for the facility, such as accessibility, capacity, and functionality.
- Ensure designs align with the community's cultural and social expectations.

4. Stakeholder Engagement

- Maintain regular communication with City project staff, community members, and other stakeholders to incorporate local insights.
- Host site visits and workshops to ensure our team gains a firsthand understanding of the environment and community context.
- Collaborate with local experts and subcontractors to benefit from their on-the-ground knowledge.

By addressing these considerations, Forefront will develop a comprehensive understanding of the local conditions and tailor our approach to meet the unique needs of Green Cove Springs. This thorough preparation ensures a successful project that benefits the City and its residents.

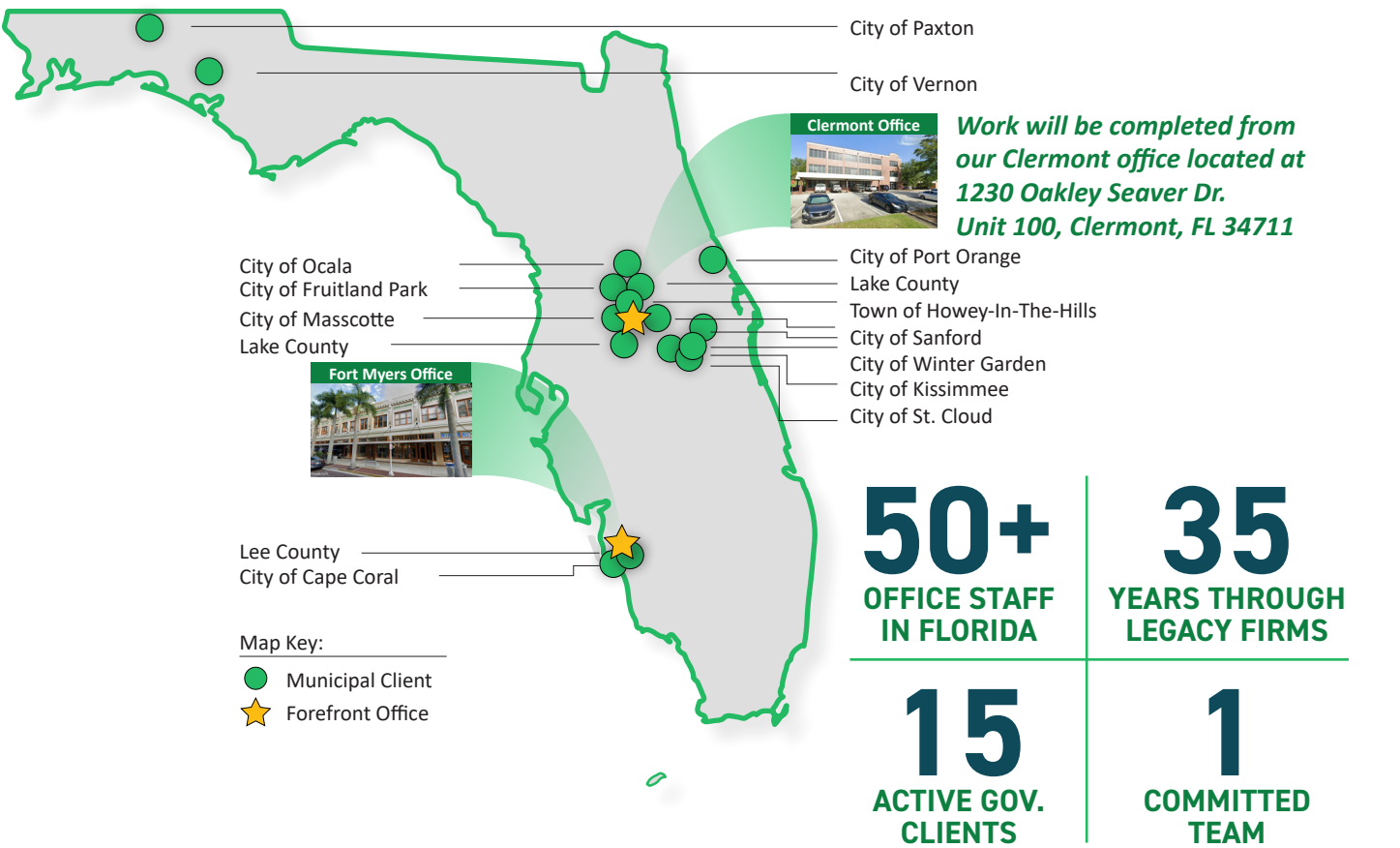
TAB 5

Experience with Municipal Architectural and/or Engineering Projects

TAB 5

Forefront Municipal Clients in Florida

We currently serve **15 municipal clients throughout Florida**, offering a comprehensive array of services that include architectural design, structural engineering, MEP engineering, and interior design. Our engagement with these municipalities is not just about delivering projects; it's about creating relationships and understanding the fabric of each community to ensure our solutions are meaningful and impactful.



Key Personnel Assigned to the Project

Our team brings their unique strengths and expertise to the City, providing an exceptionally qualified and unmatched team, both creatively and technically. Combined, they bring over 50 years of experience and sought-after expertise with a strong engineering focus and a local team proficient in community-based architecture and the technical design requirements.

**MEET YOUR EXPERIENCED
PROJECT ARCHITECTURAL DESIGN TEAM**

Project Architect
Khine Pwint, RA, NCARB

**22 YEARS
EXPERIENCE**

Architectural Lead Designer
Lennard Davis, RA, NCARB

**28 YEARS
EXPERIENCE**

With our combined design experience and shared commitment to excellence, we're well-prepared to deliver a project that exceeds expectations.

Highlighted Continuing Professional Service Contracts

We are eager to bring our expertise and dedication to quality service to City of Green Cove Springs.



Continuing Services Contracts

Contract Name	Client Name	Scope
Professional Engineering and Architectural Services	City of Winter Garden	Scope includes: data collection, planning and engineering studies, engineering design, architectural design and programming, preparation of construction plans and special provisions, and construction phase engineering and architectural services for rehabilitative or new construction. Typical assignments may include tasks like the following:
On-Call Architectural Services	Lake County, Florida	Various types and levels of design and engineering effort in support of new facility construction and renovation of existing structures. The design services include the stamping and certification of construction drawings. Other potential services include construction project admin./inspection.
Architectural & Engineering Consulting Services	Lake County Schools, Florida	The firm will provide professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, and for study activity the fee for professional services for each individual study under the contract does not exceed \$500,000; or for work of a specified nature as outlined in the contract required.
Continuing Professional Architectural Services	City of St. Cloud, Florida	Provide licensed professional architectural services for various public facilities, which shall include, but not be limited to, the following components: Meet with City staff to develop programming and layout. Provide schematic floor plans indicating programming square footages. Provide preliminary elevation drawings. Provide preliminary specifications indicating construction types, material quality standards and finishes. Specify minimum requirements for mechanical, electrical, plumbing, fire protection, audio/visual and fire alarm systems. Provide complete construction documents. New buildings. Renovations of existing buildings. Upgrades to building infrastructure. Landscape architecture. Feasibility Studies. Permitting services. Cost estimating. Utilities associated with design plans. Establish architectural standards.
Professional Engineering and Surveying Services	City of Fruitland Park, Florida	Review development plan submittals received by the city by others, including but not limited to construction plans, site plans, preliminary and final plats, stormwater calculations, boundary and topographical surveys, lot splits, lot line deviations, on-site and off-site water and wastewater utilities plans. Design of municipal public works and utility facilities. Prepare boundary surveys, sketch of descriptions, and other specific purpose surveys as requested. Such other engineering and surveying services as may be needed from time to time.
Professional Architectural Services	City of Port Orange, Florida	Professional Architectural Services for various renovation, restoration, construction and general consulting projects in the City of Port Orange. Services for projects may include conducting and/or attending pre-construction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction.
Professional Architectural and Engineering Services	City of Kissimmee	The Scope of Services may include, but not be limited to, needs analysis, recommendations on modifications or additions to existing facilities or the construction of additional facilities, the planning and design for the construction of new facilities, and administration of construction projects, including on-site construction inspections, planning, design, environmental sciences, environmental permitting, utility coordination, utility design, railroad coordination, right-of-way acquisition, surveying and mapping, value engineering, geotechnical, historical, archaeological, and traffic operations.
Citywide Professional Consultant Conituning Services	City of Cape Coral	Services may include, but are not limited to: Air Quality, Architectural, Environmental & Remediation, Civil Engineering Services (Aquatics, Construction Management, Potable Water, Site Assessment and Planning, Stormwater, Structural Design & Reviews, Transportation, Wastewater & Irrigation), Construction Management, Electrical Engineering, Geotechnical Engineering, GIS, Hydrogeologic, Landscaping Architecture and Irrigation Design, Marine Engineering, Surveying & Mapping, Traffic Engineering Services or any combination thereof at various locations throughout the City.

1. Lake County Supervisor of Elections Buildings

Tavares, Florida



Firm Name

Forefront Architecture
and Engineering

Client Name

Lake County, FL

Client Reference

D. Alan Hays, D.M.D, MFCEP
Supervisor of Elections
p. 352-253-1420

Dates of Service

January 2024 - Ongoing

Scope of Work

Full Service | Architecture,
Structural Engineering and
MEP

Project Final Cost

\$14M (Construction
anticipated)

Key Personnel Assigned

Lennard Davis
Khine Pwint
Patricia Mugnol
Minel Gonzalez
Mike Vitale
Chris Smith
Robert Godin
Roberto Bonet

Forefront has been awarded the contract to design a new Supervisor of Elections (SOE) Administrative Office and Warehouse Facility in Lake County. This project encompasses comprehensive design and site development, integrating advanced security measures and ensuring compliance with all relevant codes and standards.

The project includes the design of two metal buildings, each measuring 100 feet in width and 200 feet in length. The Administration Building (B1) will have a 12-foot eave height, while the Warehouse Building (B2) will feature a 20-foot eave height and include up to four overhead doors for the loading dock area. The site will be developed to accommodate secure public, staff, and law enforcement parking, as well as secure vehicle access. The facility will also feature covered loading docks, surface parking, razor wire fencing, and electronic sliding secure vehicle gates. Inside, the facility will house various functional spaces such as offices, a reception area, lobby, break room, restrooms with showers, meeting rooms, and warehouse space. There will be secure separation of public areas, election staff areas, intake staging, transport, and storage areas, ensuring the integrity and security of election operations.

Security and Compliance: Security is a paramount concern for this project. The design includes sophisticated security surveillance and access control systems that limit access to authorized personnel only. Compliance with the Florida Supervisors of Elections and Federal Election Commission checklists, Florida Building Code, NFPA, NEC, and FBC Accessibility Code is a key aspect of the design. Additionally, the facility is designed to withstand winds up to 130 MPH, ensuring durability and operational continuity during emergencies. Integration of mechanical, electrical, plumbing, fire protection, fire alarm, security surveillance, access control, and communications systems is crucial for maintaining 24-hour operation during any emergency event.

Forefront will provide a wide range of professional services, including architectural services, structural and civil engineering, landscape architecture, environmental and land survey, geotechnical services, as well as mechanical, plumbing, fire protection, security surveillance, access control, and electrical engineering. Our team will work closely with the Supervisor of Elections and the contractor to ensure cost-effective solutions through value engineering. We will oversee the entire project from programming and master planning to schematic design and construction administration.

2. Emergency Medical Services (EMS) Fleet and Logistics Relocation

Lake County, Florida

Firm Name

Forefront Architecture
and Engineering

Client Name

Lake County, FL

Client Reference

Ivan Lespier, MBA.EMT
Construction Program
Manager
Office of Facilities
Management
Contract Administration
32400 CR 473
Leesburg, FL 34788
p. 352-253-4973
ivan.lespier@lakecountyfl.
gov

Dates of Service

Ongoing

Project Cost

\$2.4M Total Project

Scope of Work

Architectural Services
Engineering Services
MEP Services

Key Personnel Assigned

Khine Pwint
Mike Vitale
Chris Smith
Lane Trawick
Todd Drennan
Nunzie Burzo



Lake County is relocating their fleet services at a single campus. Forefront has been tasked with modification to an existing garage to accommodate the added services. Also, the project includes a new addition to another campus building. Forefront is proud to be part of the Lake County EMS-Fleet & Logistics Relocation project. This partnership underscores our commitment to efficient solutions, thorough planning, and adaptable execution.

Our role involves architectural, structural, and MEP services to facilitate Lake County's EMS operations' move to the existing Fleet Services location. Initially, we were tasked with renovating and expanding two buildings—Phase 1 and Phase 2—at the Fleet Services site. Phase 1, covering 40,000 square feet, was the focus of our dedicated efforts.



At 90% completion, Lake County decided to adjust the project's scope. This meant discontinuing Phase 2 and expanding Phase 1. This shift demonstrates our flexibility in addressing client needs. The Phase 1 expansion now spans 48,000 square feet, with a budget of \$2.4+ million. Our collaboration with Lake County ensures the project remains within budget while providing added value.

Throughout the project, we uphold our commitment to excellence. Our approach blends architectural and engineering techniques to meet Lake County's unique needs. By creating functional and visually appealing spaces, we enhance EMS operations and overall county efficiency. The Lake County EMS-Fleet & Logistics Relocation project exemplifies our adaptable approach and dedication to effective collaboration. Our work reflects architectural and engineering excellence, creating spaces that balance function, aesthetics, and fiscal responsibility. As we continue delivering quality solutions, we contribute to Lake County's infrastructure and community well-being.

Survey Questionnaire Completed for Previous Submittal:

Survey Questionnaire – City of Kissimmee (Professional Services)

To: Ivan Lespier, MBA, EMT
(Name of Person completing survey)

Forefront Architecture and Engineering
(Name of Client Company/Firm)

Phone Number: 352.253.4976

Email: ivan.lespier@lakecountyfl.gov

Subject: Past Performance Survey of:
Forefront Architecture and Engineering - Emergency Medical Services Fleet and Logistics Relocation
(Project Name)

Cost of Services: \$180,220

Date Complete: Ongoing

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: EMS Fleet and Logistics Relocation Date Completed: 8/1/2023

NO	CRITERIA	UNIT	
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time or early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation and invoice correctly	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring vendor/individual again	(1-10)	10

IVAN LESPIER Lake County Construction Program Manager
Printed Name of Evaluator

[Signature]
Signature of Evaluator

Please fax or email the completed survey to: Requesting Forefront employee.

3. Lake County Tax Collector

Tavares, Florida

Firm Name

Forefront Architecture
and Engineering

Client Name

Lake County, FL

Client Reference

Randy Van Alstine
1800 David Walker Dr,
Tavares FL 32778
352.343.9622

Dates of Service

Completed 2019

Scope of Work

Full Service | Architecture,
Structural Engineering and
MEP

Project Cost

\$4.6M (Construction)

Key Personnel Assigned

Todd Drennan
Mike Vitale
Chris Smith
Robert Godin
Roberto Bonet



The following is a summary of the Lake County Tax Collector project life-cycle. Forefront’s process for delivering this facility was implemented along with the Project Management Plan and Quality Assurance procedures.

The Site Development went well and that the selected contractor performed well in attaining the pad needed for the building construction to occur. Drainage, civil design and landscape with the given topography all worked in a way that brought this site to the end state on time and within the anticipated budget. The project timing was crucial. Our team needed to guarantee that the building would be completed prior to the rented locations’ lease expiration. The General Contractor team worked diligently to meet critical deadlines to ensure that our client could continue to provide services to the County. Weekly meetings were held with full stakeholder involvement, which allowed for sustainable project management.

Due to this high level of coordination, our team members were able to offer solutions to problems as soon as they occurred. The 14,000 SF building was designed to fit the demographics of Lake County, maintaining a residential scale while differentiating itself to be recognizable as a county building by incorporating architectural features such as the monumental porch entrance including the parking space, landscaping, flagpole, metal roof and large storefront openings. The goal was to get as much space as possible for the reception and service area. This was possible through the creation of two wings “Lobby A” and “Lobby B” that split from a central reception. The visitor enters the building, and is automatically directed to a central reception, after the attendance, he goes to the required service wing waiting area. Access to civic life for persons with disabilities is a fundamental objective of the Americans with Disabilities Act (ADA). Therefore, we worked to ensure that all citizens could access all necessary services respecting the requirements of the ADA. The location of each TV/Screen, signage, as well as the speakers, was strategically designed for greater viewing/audition, facilitating visitors and guiding them to the correct service location. The safety of staff and visitors was a carefully thought out factor. As a result, security systems were installed, as well as many exit door options for quick and easy access to the outside of the building. This building includes, in addition to the service areas, a training room, break room, CIC room, supplies and administration room.

4. Lake County Historic Courthouse Structural Column Investigation

Lake County, Florida

Firm Name

Forefront Architecture
and Engineering

Client Name

Lake County, FL

Client Reference

Don Glessner
Construction Program
Manager
Office of Facilities
Management
Contract Administration
32400 CR 473
Leesburg, FL 34788
p. 352-253-4973
donald.glessner@
lakecountyfl.gov

Dates of Service

Ongoing

Project Cost

\$2.4M

Scope of Work

Architectural Services
Engineering Services
MEP Services

Key Personnel Assigned

Mike Vitale
Robert Godin
Chris Smith
Todd Drennan
Nunzie Burzo



Forefront Architecture and Engineering, operating under the Lake County Continuing On-Call Contract, embarked on a transformative endeavor to restore Lake County's Historic Courthouse as it commemorated its centennial year. This collaborative effort not only uncovers challenges but also charts a path to inspire both the present and the future.

In 2022, Lake County's Historic Courthouse marks a century of existence. However, time has revealed concerning wear in the form of cracks on its sandstone columns. To address this, an investigation commenced, demonstrating Forefront Architecture and Engineering's commitment under the Lake County Continuing On-Call Contract. Thorough inspections were vital. Using mechanical lifts and endoscope cameras, we gained essential perspectives on the columns.

Our team meticulously examined the columns to uncover reasons for the cracks, forming the basis of our investigation. We found that the columns were a veneer, leading to diverse crack causes. Each column's unique history contributed to varying deterioration. Our investigation culminated in a comprehensive report, guiding the courthouse's restoration. It outlines tailored solutions informed by history. Lake County's future involves our recommendations, balancing history and modern restoration techniques, ensuring this cherished building's rejuvenation.



5. Fire Station Hazard Mitigation Grant Program (HMGP) Improvements - Phase I

Lake County, Florida

Firm Name

Forefront Architecture
and Engineering

Client Name

Lake County, FL

Client Reference

See Client Reference
Questionnaire No. 1

Don Glessner
Construction Program
Manager
Office of Facilities
Management
Contract Administration
32400 CR 473
Leesburg, FL 34788
p. 352-253-4973
donald.glessner@
lakecountyfl.gov

Dates of Service

Phase I Completed June 2023

Project Cost

\$110,000

Scope of Work

Need Scope of Work?
Architectural Services?
Engineering Services?
MEP Services?

Key Personnel Assigned

Mike Vitale
Robert Godin



Forefront Architecture and Engineering has partnered with Lake County to enhance the resilience of its crucial fire stations as part of the Hazard Mitigation Grant Program (HMGP). This initiative demonstrates our commitment to public safety, innovative engineering, and proactive problem-solving.

We initiated the project by conducting a thorough assessment of 19 strategically located fire stations across Lake County. This evaluation helped identify vulnerabilities that could hinder the stations’ emergency response. These vulnerabilities included issues such as roofing problems and non-impact resistant components.

Based on our understanding of each station’s needs, we developed tailored Scopes of Work for each location. These Scopes of Work (SOW) offer practical strategies to address the identified vulnerabilities. Our experienced team of architects and engineers worked collaboratively to develop the SOW to address current issues and establish lasting resilience. To uphold stringent safety standards, we have submitted our proposed Scopes of Work to state authorities for evaluation and approval. This step underscores our commitment to compliance and safety. We eagerly anticipate regulatory validation, which will enable us to implement our well-considered solutions. The Lake County Fire Station Hazard Mitigation Grant Program (HMGP) Improvements initiative underscores our proactive approach to community well-being. By reinforcing emergency infrastructure, we contribute to the readiness of Lake County’s residents and first responders during challenging situations. Beyond project execution, this initiative reflects our ethos of preparedness against potential threats. The improved resilience of fire stations exemplifies readiness, poised to meet future challenges effectively. Our involvement in Lake County’s emergency services fosters not only safety improvements but also a culture of preparedness.

The collaboration between Forefront Architecture and Engineering and Lake County within the Lake County Fire Station Hazard Mitigation Grant Program (HMGP) Improvements - Phase I project showcases our commitment to education, safety, and community focus.

6. Haven on Vine, Affordable Housing Initiative

City of Kissimmee, FL

Firm Name

Forefront Architecture
and Engineering

Client Name

City of Kissimmee

Client Reference

Robert T. Masiku, CFM, CGC
Public Works & Engineering
Assistant Director
City of Kissimmee
p.407.624.0269
robert.masiku@
kissimmee.gov

Dates of Service

Ongoing

Project Cost

\$2M

Scope of Work

Architectural Services
Engineering Services
MEP Services

Key Personnel Assigned

Lennard Davis
Patricia Mugnol
Nunzie Burzo
Khine Pwint
Chris Smith
Roberto Bonet



We were genuinely impressed by the team's proactiveness and innovative thinking. We look forward to working with you to deliver another successful project for the residents of Kissimmee."

Robert T. Masiku, CFM, CGC



Project Summary

Forefront has been selected as the design firm for the Haven on Vine project. This project involves the transformation of a former Super 8 Motel into a mixed-use affordable housing complex. The development aims to provide 123 units, including emergency housing and affordable apartments, to support the housing needs of low, very low, and moderate-income residents.




Scope and Challenges: The project involves multiple phases, each presenting unique challenges that require innovative solutions and close collaboration with the City:

- Phase 1A focuses on converting 43 existing hotel rooms into efficiency apartments. This phase requires careful consideration of the building's existing infrastructure, particularly in upgrading electrical systems and plumbing to modern standards. The replacement of outdated cast iron drain piping with PVC and copper water piping with CPVC ensures compliance with current building codes and enhances the longevity and safety of the units.
- Phase 1B involves facade upgrades to ten fourplex buildings. This aspect of the project not only improves the aesthetic appeal of the complex but also includes structural enhancements to ensure durability and energy efficiency.
- Phase 2A will see the conversion of an additional 40 hotel rooms into efficiency apartments, along with the renovation of existing commercial laundry facilities for tenant use. Upgrading the exterior facade and enhancing utility services are crucial to creating a welcoming and functional environment for future residents.
- Phase 2B includes designing a new fitness center in the existing utility building, providing residents with access to recreational amenities that promote a healthy lifestyle.

Survey Questionnaire Completed for Previous Submittal:

ATTACHMENT "I" REFERENCE FORM

	The School District of Seminole County, Florida Purchasing and Distribution Services Department 400 East Lake Mary Boulevard Sanford, Florida 32773
The Next Line To Be Completed by the Firm Being Referenced:	
Firm: Forefront Architecture and Engineering	
SCPS RFQu Number and Title: No. #24250010RFQu-JAM: Civil & Structural Engineering Consulting Continuing Services	

The School District of Seminole County is currently evaluating qualifications of various firms to provide the above professional contract services and the indicated firm has listed you as a reference, having performed similar services for your organization. Please take a few moments to complete the following survey and return it to the Firm Representative who requested it. Your assistance in providing this information is appreciated.

This Section To Be Completed by the Reference Provider:	
What specific services did this firm provide? Architecture and Engineering Services for Haven on Vine Project	
Was the firm responsive to your needs and requests?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was there good communication between the client and the firm?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was the firm proactive in resolving problems and disputes?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was the staff professional and knowledgeable?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Were the services completed on time and within budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has this firm ever been awarded a repeat contract by your organization for similar services?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Would you award a contract to this firm again for similar services?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
How would you rate the overall performance of the firm:	
<input checked="" type="checkbox"/> Excellent <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory	
Comments: The City has benefited tremendously from Forefront A-E on our continuing services agreement. The team professionalism, dedication and creative genius is highly appreciated.	
Name of Person Providing Information: Robert Tanaka Masiku	
Printed name	Signature
Title: Pubic Works & Engineering Assistant Director	Phone: 407.624.0269

Client References

Forefront Client References

Project Name

Emergency Medical Services (EMS)
Fleet and Logistics Relocation

Client Name

Lake County, FL

Client Reference

Ivan Lespier, MBA.EMT
Construction Program Manager
Office of Facilities Management
Contract Administration
32400 CR 473
Leesburg, FL 34788
p. 352-253-4973
ivan.lespier@lakecountyfl.gov

Project Name

Lake County Historic Courthouse
Structural Column Investigation

Client Name

Lake County, FL

Client Reference

Don Glessner
Construction Program Manager
Office of Facilities Management
Contract Administration
32400 CR 473
Leesburg, FL 34788
p. 352-253-4973
donald.glessner@lakecountyfl.gov

Project Name

Lake County Supervisor of Elections
Buildings

Client Name

Lake County, FL

Client Reference

D. Alan Hays, D.M.D, MFCEP
Supervisor of Elections
p. 352-253-1420
alan.hays@lakecountyfl.gov

Project Name

Haven on Vine, Affordable Housing
Initiative

Client Name

City of Kissimmee

Client Reference

Robert T. Masiku, CFM, CGC
Public Works & Engineering
Assistant Director
City of Kissimmee
p.407.624.0269
robert.masiku@kissimmee.gov

TAB 6

Certified MBE/WBE/DBE Business Enterprise

TAB 6

Certified Minority Business Enterprise

MBE Subconsultant Partnership - Cabral Engineering

Forefront Architecture and Engineering is not a Certified Minority Business Enterprise (MBE); however, we partner with diverse firms to bring a range of expertise to our projects. **For this contract, we are pleased to collaborate with Cabral Engineering, a certified minority-owned firm specializing in Mechanical, Electrical, and Plumbing (MEP) engineering.**



Francisco Cabral, PE

Established in 2019 and based in Orlando, Cabral Engineering has a dedicated team with over 15 years of experience in MEP design, utility coordination, and project management. Led by **Francisco Cabral, PE**, an experienced electrical engineer, the firm has successfully delivered complex projects across commercial, industrial, and government sectors. Francisco's qualifications include a BS and MS in Electrical Engineering, alongside certifications in Renewable Electric Energy Systems, with licenses across multiple states including Florida, Texas, and North Carolina.

Cabral Engineering's project portfolio includes notable assignments such as the Creative Village Roadway Improvements, lighting for the Orlando Science Middle School, and renovations at the Orange County Courthouse, showcasing their ability to handle diverse and technically challenging projects.

View Vendor Detail

General Vendor Information

Vendor Status:	Active /	Vendor 1099 Name:	cabral engineering inc (NOT CONTESTED)
Vendor Name:	cabral engineering inc	W9 Status:	Valid W-9 on file
Short Name (Doing business as):		DFS W9 Last Update Date:	Apr 22, 2019
Dun and Bradstreet Number (DUNS):		Business Designation	US Corporation
Website:	https://cabralengineering.com/	Primary Place of Business	FL

Certified Business Enterprise (CBE)

Minority-Owned Business Designation: Hispanic American Owned	Woman-Owned Designation: Non-Woman Owned	Veteran-Owned Designation: Non-Veteran Owned
Certification Date: 03/29/2023		Expiration Date: 03/29/2025

TAB 7

Required Forms

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to City of Green Cove Springs
(print name of the public entity)

by Lennard Davis VP of Architecture
(print individual's name and title)

for Forefront Architecture & Engineering, LLC
(print name of entity submitting sworn statement)

whose business address is

1230 Oakley Seaver Drive
Unit 100 Clermont, FL 34711

and (if applicable) its Federal Employer Identification Number (FEIN) is:

46-533007

(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 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 defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control 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 an 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 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.

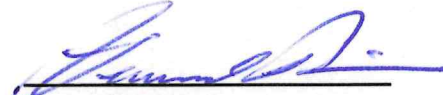
The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent 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 the 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 HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM

RFP No 2024-06

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.


(Signature)

Sworn to an subscribed before me this 20th day of November, 2024

Personally known ✓

Lennard Davis

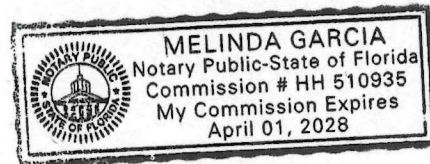
OR produced identification N/A

Notary Public - State of Florida

N/A
(Type of identification)

My commission expires 4/1/2028

Melinda Garcia Melia
(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 Statue 287.087 hereby certifies

that Forefront Architecture & Engineering, LLC (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, Forefront Architecture & Engineering, LLC (name of business) fully complies/does not comply with the above requirements.


Vendor/Contractor Signature

11/20/2024
Date

RFP No 2024-06

**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.

RFP No 2024-06

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.
12. The Contractor shall comply with applicable provisions of Section 119.0701, Florida Statutes and any contract between the parties shall fully comply with such section.

CITY OF GREEN COVE SPRINGS

CONTRACTOR/FIRM/INDIVIDUAL

By: _____
Ed Gaw, Mayor

By: _____
Name: Lennard Davis Title: vp of Architecture

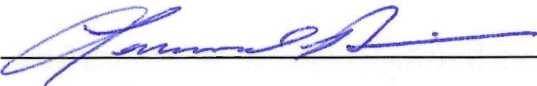
ATTEST:

By: _____
Erin West, City Clerk

RFP No 2024-06

ACKNOWLEDGEMENT OF ADDENDUM

I acknowledge the receipt of 0 Addendums to the original RFP.



Company Representative Signature

About Forefront:

Forefront is an architectural and engineering firm that brings together the talents of registered design professionals to offer exceptional services.

Bid RFP 2024-06
CDBG-CV Cafetorium Architectural / Engineering Services Scoring Sheet

Name of Evaluator: Mike Hull

Date: 12/3/24

Name of Firm: Forefront

- Knowledge of State and Federal Regulations governing the CDBG Program as well as other grant programs

0-20 points 19

Displayed knowledge w/ examples

- Experience with CDBG Funded Projects

0-20 points 19

Gave Specific examples; 3 with CDBG-CV

- Management and Staffing, organizational charts, resumes, etc.

0-20 points 18

in business 35 yrs, most over 20 yrs exp.

- Ability to become quickly familiar with local conditions

0-20 points 17

Did some research

- Experience with Municipal Architectural and/or Engineering Projects

0-15 points 15

Gave Many Examples

- Certified MBE/WBE/DBE Business

0-5 points 0

TOTAL SCORE 88

Evaluator Signature

Mike Hull

Date

12/3/24

Bid RFP 2024-06
CDBG-CV Cafetorium Architectural / Engineering Services Scoring Sheet

Name of Evaluator: Mike Miller Date: 12/3/24

Name of Firm: Jerel McLarty Architecture

- Knowledge of State and Federal Regulations governing the CDBG Program as well as other grant programs
 0-20 points 15 Said they knew, but very little supporting info.
- Experience with CDBG Funded Projects
 0-20 points 10 Said they are well-versed, but no specific examples
- Management and Staffing, organizational charts, resumes, etc.
 0-20 points 17 Firm is relatively new, Most team members on this project < 20 yrs exp. They threw in unrelated resumes over 20 yrs.
- Ability to become quickly familiar with local conditions
 0-20 points 20 Ariel-Sub- from GCJ
- Experience with Municipal Architectural and/or Engineering Projects
 0-15 points 12 Very few examples
- Certified MBE/WBE/DBE Business
 0-5 points 5

TOTAL SCORE 79

Evaluator Signature  Date 12/3/24

Bid RFP 2024-06
CDBG-CV Cafetorium Architectural / Engineering Services Scoring Sheet

Name of Evaluator: Steve Kennedy Date: 12/3/24

Name of Firm: Forefront Architecture & Engineering

- Knowledge of State and Federal Regulations governing the CDBG Program as well as other grant programs

0-20 points 19

- Experience with CDBG Funded Projects

0-20 points 19

- Management and Staffing, organizational charts, resumes, etc.

0-20 points ~~18~~ 20

- Ability to become quickly familiar with local conditions

0-20 points ~~18~~ 19

- Experience with Municipal Architectural and/or Engineering Projects

0-15 points 14

- Certified MBE/WBE/DBE Business

0-5 points 0

TOTAL SCORE 91

Evaluator Signature Steve Kennedy Date 12/3/24

Bid RFP 2024-06
CDBG-CV Cafetorium Architectural / Engineering Services Scoring Sheet

Name of Evaluator: Steve Kennedy Date: 12/3/24

Name of Firm: Jerel McCants Architecture, Inc.

- Knowledge of State and Federal Regulations governing the CDBG Program as well as other grant programs

0-20 points 18

- Experience with CDBG Funded Projects

0-20 points 16

- Management and Staffing, organizational charts, resumes, etc.

0-20 points 16

- Ability to become quickly familiar with local conditions

0-20 points 17

- Experience with Municipal Architectural and/or Engineering Projects

0-15 points 13

- Certified MBE/WBE/DBE Business

0-5 points 5

TOTAL SCORE 85

Evaluator Signature Steve Kennedy Date 12/3/24

Bid RFP 2024-06
CDBG-CV Cafetorium Architectural / Engineering Services Scoring Sheet

Name of Evaluator: Greg Bauer Date: 12/3/24

Name of Firm: Fore Front

- Knowledge of State and Federal Regulations governing the CDBG Program as well as other grant programs

0-20 points 20

- Experience with CDBG Funded Projects

0-20 points 20

- Management and Staffing, organizational charts, resumes, etc.

0-20 points 19

- Ability to become quickly familiar with local conditions

0-20 points 18

- Experience with Municipal Architectural and/or Engineering Projects

0-15 points 14

- Certified MBE/WBE/DBE Business

0-5 points 0

TOTAL SCORE 91

Evaluator Signature  Date 12/3/24

Bid RFP 2024-06
CDBG-CV Cafetorium Architectural / Engineering Services Scoring Sheet

Name of Evaluator: Greg Bauer

Date: 12/3/24

Name of Firm: Jarel McCants

- Knowledge of State and Federal Regulations governing the CDBG Program as well as other grant programs

0-20 points 17

- Experience with CDBG Funded Projects

0-20 points 18

- Management and Staffing, organizational charts, resumes, etc.

0-20 points 16

- Ability to become quickly familiar with local conditions

0-20 points 17

- Experience with Municipal Architectural and/or Engineering Projects

0-15 points 14

- Certified MBE/WBE/DBE Business

0-5 points 5

TOTAL SCORE 87

Evaluator Signature  Date 12/3/24



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** December 10, 2024
FROM: Mike Null, Asst. City Manager
SUBJECT: Authorization for the Mayor to execute the attached AFFIDAVIT RETRACTING AND REPLACING AFFIDAVIT TO COMPLY WITH CHAPTER 17-7 FLORIDA ADMINISTRATIVE CODE, PUBLIC LANDFILL AND WASTE DISPOSAL SITE and associated GENERAL RELEASE OF LIABILITY, regarding the old City landfill. *Mike Null*

BACKGROUND

The City previously owned and operated a municipal landfill near the site of the current Rosemary Hill Transfer Station off CR315. In an affidavit filed with the state in 1979, the site was indicated to encompass approximately 333 acres, although only a very small portion of this property was actively used as the landfill.

The active landfill site was only approximately 8.40 acres. The current owners of the property have been working with the City and FDEP to have the official landfill limits changed so they can develop on the portions that were never used as a landfill.

The request today is to authorize the mayor to execute the attached Affidavit to modify the limits as well as the general release of liability, which releases the City from any liability in this transaction. The city attorney, city's consulting engineers and city staff have reviewed all documents and are satisfied that everything is accurate and in order.

FISCAL IMPACT

None.

RECOMMENDATION

Authorize the Mayor to execute the attached AFFIDAVIT RETRACTING AND REPLACING AFFIDAVIT TO COMPLY WITH CHAPTER 17-7 FLORIDA ADMINISTRATIVE CODE, PUBLIC LANDFILL AND WASTE DISPOSAL SITE and associated GENERAL RELEASE OF LIABILITY, regarding the old City landfill.

**This instrument was prepared by, or under
the supervision of (and after recording, return to):**

Alexandra Barshel, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, Suite 2300
Miami, Florida 33131

**AFFIDAVIT RETRACTING AND REPLACING
AFFIDAVIT TO COMPLY WITH CHAPTER 17-7 FLORIDA ADMINISTRATIVE
CODE, PUBLIC LANDFILL AND WASTE DISPOSAL SITE.**

STATE OF FLORIDA

COUNTY OF CLAY

BEFORE ME, personally appeared the Mayor and City Clerk of Green Cove Springs, Florida, a municipal corporation, and having been duly sworn, state:

1. The Affidavit to Comply with Chapter 17-7 Florida Administrative Code, Public Landfill and Waste Disposal Site, (the “Original Affidavit”) was executed by the City of Green Cove Springs, Florida, and recorded in Official Records Book 545, Page 152.
2. The Original Affidavit identified a portion of land that was used for the disposal of municipal garbage and solid waste by the City of Green Cove Springs, Florida, described in **Exhibit A**.
3. Subsequent environmental and geotechnical investigations in coordination with the Florida Department of Environmental Protection have revealed that the actual area of land used for the disposal of municipal garbage and solid waste is much smaller than as described in the Original Affidavit.

4. The actual area of land that was used for the disposal of municipal garbage and solid waste by the City of Green Cove Springs, Florida is described in **Exhibit B**.
5. Those portions of the Original Affidavit describing the extents of the waste disposal area shall be retracted and replaced with the accurate extents of the waste disposal area, as described in **Exhibit B**.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

FURTHER AFFIANT SAYETH NOT.

City of Green Cove Springs, Florida

WITNESSES:

Sign _____

Sign _____

Print _____

Print _____

Mayor

Date _____

Address _____

Sign _____

Print _____

Date _____

Address _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of () physical presence or () online notarization, this _____ day of _____, _____ by _____ as _____ of _____, on behalf of said entity. He or she is__ personally known to me or __ has produced _____ as identification and who take an oath.

NOTARY PUBLIC:

sign _____

print _____

State of Florida at Large (Seal)

My Commission Expires: _____

City of Green Cove Springs, Florida

WITNESSES:

Sign _____

Sign _____

Print _____

Print _____

City Clerk

Date _____

Address _____

Sign _____

Print _____

Date _____

Address _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of () physical presence or () online notarization, this _____ day of _____, _____ by _____ as _____ of _____, on behalf of said entity. He or she is__ personally known to me or __ has produced _____ as identification and who take an oath.

NOTARY PUBLIC:

sign _____

print _____

State of Florida at Large (Seal)

My Commission Expires: _____

Exhibit A

Legal Description of Original Landfill Extents

DRAFT

Exhibit B

Legal Description of Modified Landfill Extents

DRAFT

GENERAL RELEASE OF LIABILITY

1. THE PARTIES. This General Release of Liability (“Release”) made on the undersigned date below is by and between:

Releasor: SRTG DEV Owner, LLC, with a mailing address of 500 Boylston Street, Suite 2010, Boston, Massachusetts 02116 (“Releasor”), that hereby releases:

Releasee: City of Green Cove Springs, Florida, with a mailing address of 321 Walnut Street, Green Cove Springs, FL 32043 (“Releasee”).

2. THE LIABILITY. Under the terms of this Release, the sufficiency of which is hereby acknowledged, the Releasor hereby releases and forever discharges the Releasee of any liability with respect to the land area between the former boundary of the landfill and the new limits of the landfill, as more fully set forth in the Affidavit Retracting and Replacing Affidavit to Comply with Chapter 17-7 Florida Administrative Code, Public Landfill and Waste Disposal Site, attached hereto as Exhibit “A,” incorporated herein by reference. For the avoidance of doubt, there shall be no release of liability by Releasor to Releasee for the new landfill boundary.

3. PAYMENT. As part of this Release, the Parties agree that no payment by the Releasee is due to the Releasor.

4. RELEASE. THEREFORE under the terms of this Agreement, the sufficiency of which is hereby acknowledged, Releasor does hereby release and forever discharge the Releasee including their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, unless such actions or suits were directly tied to previous actions of Releasee, which now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to the liability. It is understood and agreed that this Release is made and received in full and complete settlement and satisfaction of any future claims or causes of action; that this Release contains the entire agreement between the Releasor and Releasee; and that the terms of this Release are contractual and not merely a recital. This Release shall be binding upon the undersigned, and its respective heirs, executors, administrators, personal representatives, successors, and assigns.

Releasor: SRTG DEV Owner, LLC

Printed Name: _____

Signature: _____ **Date** _____

Releasee: City of Green Cove Springs

Printed Name: _____

Signature: _____ **Date** _____

Exhibit “A”

DRAFT

O.P. 545 PAGE 152

**AFFIDAVIT TO COMPLY WITH CHAPTER
17-7 FLORIDA ADMINISTRATIVE CODE,
PUBLIC LANDFILL AND WASTE DISPOSAL
SITE.**

STATE OF FLORIDA
COUNTY OF CLAY

ON THIS DAY personally appeared the Mayor and City
Clerk of Green Cove Springs, Florida, a municipal corporation
and having been duly sworn, said:

1. That on behalf of the City of Green Cove Springs,
Florida, they acknowledge and announce the fact that the City of
Green Cove Springs, Florida is the owner of the following described
property located in Clay County, Florida:

(SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF BY REFERENCE)

2. From May 17, 1978 the above described real property was
used for disposal of municipal garbage and solid waste by the
City of Green Cove Springs, Florida.

FURTHER AFFIANTS SAYETH NOT.

CITY OF GREEN COVE SPRINGS, FLORIDA

BY: _____

Mayor

ATTEST: _____

Clerk

Sworn to and subscribed before
me this 18th day of September, 1979.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 1, 1980
BONDED THRU GENERAL INVESTMENT

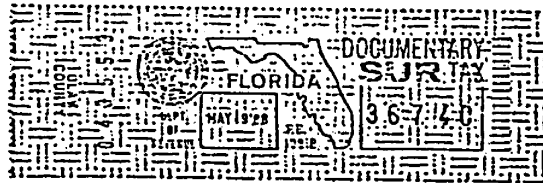
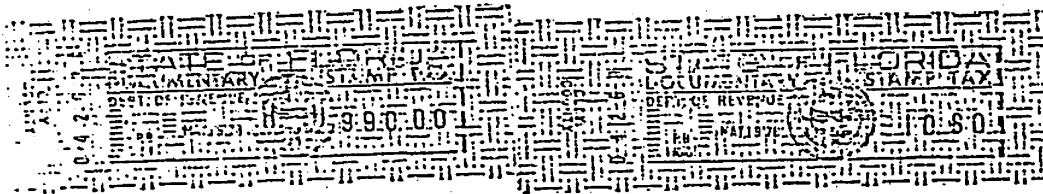
EXHIBIT "A"

O.R. 545 PAGE 153

LEGAL DESCRIPTION:

A parcel of land situated in Section 6, Township 6 South, Range 26 East, Clay County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Section 6; thence on the North line thereof North 89 degrees 00 minutes 30 seconds East 3,972.90 feet to the Northwest corner of the East 1/2 of the East 1/2 of said Section 6; thence on the West line thereof South 00 degrees 23 minutes 40 seconds East 5,322.07 feet to the Southwest corner of the East 1/2 of the East 1/2 of said Section 6; thence on the South line of said Section 6 South 89 degrees 28 minutes 50 seconds West 379.57 feet; thence North 44 degrees 31 minutes 46 seconds West 1,300.00 feet; thence North 45 degrees 25 minutes 08 seconds West 554.10 feet; thence North 45 degrees 40 minutes 13 seconds West 987.52 feet; thence North 46 degrees 05 minutes 30 seconds West 685.00 feet; thence North 43 degrees 50 minutes 30 seconds West 800.94 feet; thence North 48 degrees 24 minutes 53 seconds West 422.05 feet; thence on the arc of a curve concave to the Southwesterly and having a radius of 462.76 feet, run a chord distance of 244.66 feet to the West line of said Section 6, the bearing of said chord being North 63 degrees 52 minutes 44 seconds West; thence on last said line North 01 degree 02 minutes 42 seconds West 1,810.60 feet to the Point of Beginning, being in area 333.60 acres, more or less.



79-13456

78- 6817

FILE NO. 78- 6817
OFFICIAL RECORDS NO. 545

MAY 19 2 17 PM '78

RECEIVED
CLERK CIRCUIT COURT

CLERK CIRCUIT COURT

FILE NO. 79-13456
OFFICIAL RECORDS NO. 545
PAGE 153 ORD VERIFIED

SER 25 10 07 AM '79

FILED IN PUBLIC
RECORDS CLAY COUNTY, FLA.

CLERK CIRCUIT COURT



May 29, 2024
Page 1 of 1

Work Order No. 23-422.02
File No. 129H-28.02A

SARATOGA SPRINGS LANDFILL SITE

A portion of Section 6, Township 6 South, Range 26 East, Clay County, Florida, being a portion of those lands described and recorded in Official Records Book 1863, page 1745, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of said Section 6, thence North 88°59'45" East, along the Northerly line thereof, 3063.90 feet; thence South 01°00'15" East, departing said Northerly line, 27.94 feet to the Point of Beginning.

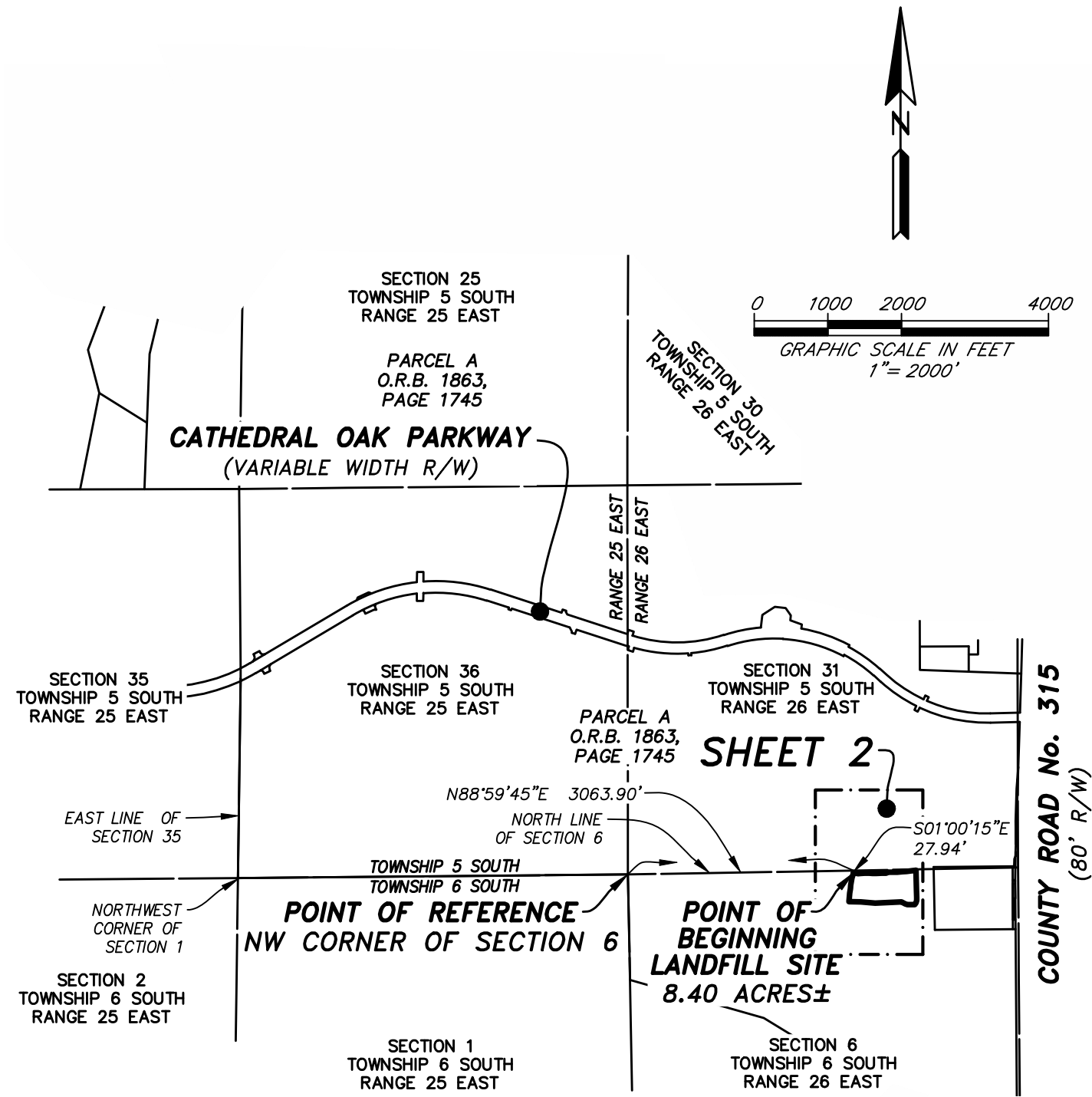
From said Point of Beginning, thence South 76°27'50" East, 64.80 feet; thence North 82°24'18" East, 35.31 feet; thence North 87°30'38" East, 53.72 feet; thence due East, 58.33 feet; thence South 84°17'22" East, 46.90 feet; thence North 88°43'37" East, 52.51 feet; thence North 88°14'15" East, 75.87 feet; thence due East, 56.00 feet; thence North 67°31'14" East, 36.62 feet; thence North 87°52'45" East, 31.52 feet; thence due East, 89.83 feet; thence North 86°07'17" East, 68.99 feet; thence North 84°10'26" East, 57.46 feet; thence North 83°36'04" East, 125.62 feet; thence South 01°45'31" East, 266.13 feet; thence South 01°19'56" East, 100.36 feet; thence due South, 42.00 feet; thence South 17°14'29" West, 35.43 feet; thence South 29°44'42" West, 28.22 feet; thence due West, 100.33 feet; thence North 68°33'08" West, 35.10 feet; thence North 63°26'06" West, 54.78 feet; thence South 87°33'34" West, 356.16 feet; thence North 85°37'37" West, 198.91 feet; thence North 88°18'55" West, 158.74 feet; thence North 05°08'34" East, 117.14 feet; thence North 07°48'56" East, 60.06 feet; thence North 04°11'06" East, 47.96 feet; thence North 10°14'39" East, 98.40 feet; thence North 16°46'57" East, 76.77 feet to the Point of Beginning.

Containing 8.40 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

Item #26.

A PORTION OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 26 EAST,
CLAY COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS
DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1863, PAGE
1745, OF THE PUBLIC RECORDS OF SAID COUNTY,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LEGEND:

P.B. PLAT BOOK
O.R.B. OFFICIAL RECORDS BOOK
R/W RIGHT OF WAY

GENERAL NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE NORTHERLY LINE OF SECTION 6 AS BEING NORTH 88°59'45" WEST.

SHEET 1 OF 2

ETM
SURVEYING & MAPPING

14775 Old St. Augustine Rd.
Jacksonville, Florida 32258

Certificate of Authorization No: LB 3624

(904) 642-8550
www.etminc.com

Trusted
Advisors,
Creating
Community.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED
USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS
DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



Digital Signature
by: Bob L.
Pittman, P.S.M.

SCALE: 1"=2000'

DATE: MAY 29, 2024

BOB L. PITTMAN
PROFESSIONAL SURVEYOR AND MAPPER
STATE of FLORIDA PSM No. 4927

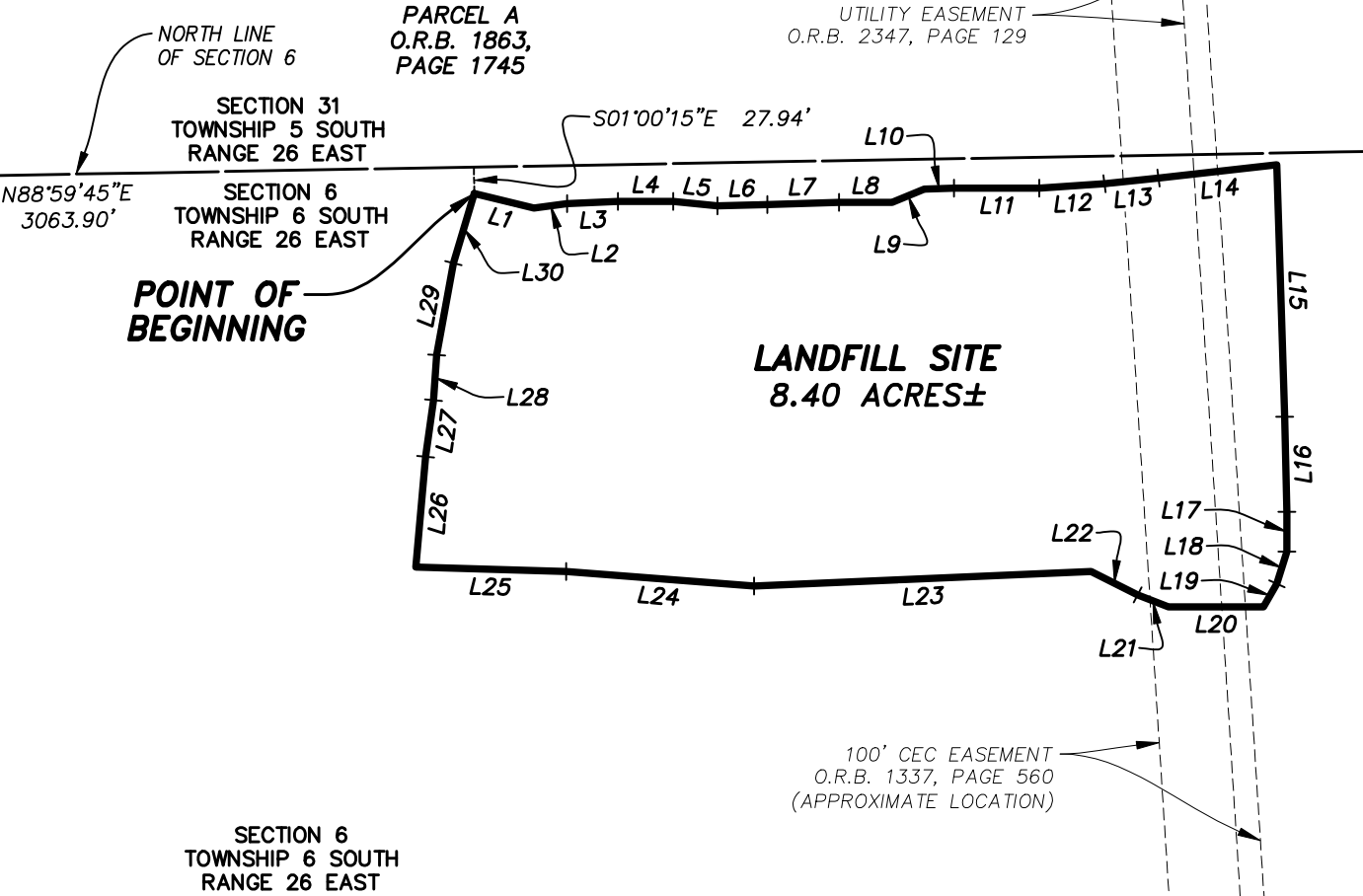
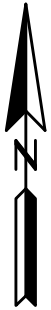
Page 391

A PORTION OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 26 EAST
CLAY COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS
DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1863, PAGE
1745, OF THE PUBLIC RECORDS OF SAID COUNTY.

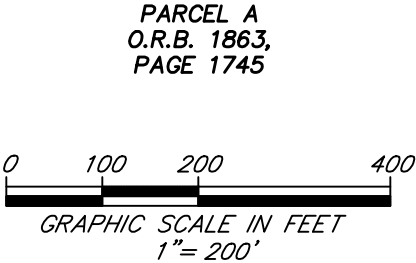
LINE TABLE		
LINE	BEARING	LENGTH
L1	S76°27'50"E	64.80'
L2	N82°24'18"E	35.31'
L3	N87°30'38"E	53.72'
L4	DUE EAST	58.33'
L5	S84°17'22"E	46.90'
L6	N88°43'37"E	52.51'
L7	N88°14'15"E	75.87'
L8	DUE EAST	56.00'
L9	N67°31'14"E	36.62'
L10	N87°52'45"E	31.52'
L11	DUE EAST	89.83'
L12	N86°07'17"E	68.99'
L13	N84°10'26"E	57.46'
L14	N83°36'04"E	125.62'
L15	S01°45'31"E	266.13'

LINE TABLE		
LINE	BEARING	LENGTH
L16	S01°19'56"E	100.36'
L17	DUE SOUTH	42.00'
L18	S17°14'29"W	35.43'
L19	S29°44'42"W	28.22'
L20	DUE WEST	100.33'
L21	N68°33'08"W	35.10'
L22	N63°26'06"W	54.78'
L23	S87°33'34"W	356.16'
L24	N85°37'37"W	198.91'
L25	N88°18'55"W	158.74'
L26	N05°08'34"E	117.14'
L27	N07°48'56"E	60.06'
L28	N04°11'06"E	47.96'
L29	N10°14'39"E	98.40'
L30	N16°46'57"E	76.77'

MATCHLINE SEE SHEET 1



- LEGEND:
- P.B. PLAT BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - R/W RIGHT OF WAY
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE



SHEET 2 OF 2
SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO.

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary



FLORIDA DEPARTMENT OF Environmental Protection

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

August 22, 2024

Mr. George Egan
Peters Creek Investments, LLP
1845 Town Center Boulevard, Suite 105
Fleming Island, Florida 32003
Transmitted via email to: GEgan@reinholdcorporation.com

Re: Limited Site Assessment Report and Site Assessment Report Addendum Reviews
Horizontal Extent of Waste Disposal
City of Green Cove Springs Closed Landfill
DEP Facility WACS I.D. No: 108103
Clay County – Waste Cleanup

Dear Mr. Egan:

The Florida Department of Environmental Protection (Department) has reviewed the Limited Site Assessment Report (LSAR) dated/received March 30, 2023, and the Site Assessment Report Addendum (SARA) dated/received February 2, 2024, and prepared by Geosyntec Consultants, Inc., for the above referenced site. Based on the information provided, the Northeast District staff agree that the waste delineation presented on Appendix A, Figure 1 in the March 30, 2023, LSAR adequately represents the currently known boundaries of the City of Green Cove Springs Closed Landfill. Department staff recommend concentrating on site assessment activities on and immediately adjacent to the 10-acre of the former City of Green Cove Springs Landfill. Please note that the Department reserve the right make adjustments to the currently understood limits of waste based on any credible information the Department may receive as a result of future site assessment activities that may be discovered.

Should you have any questions or concerns, you may contact Michael Bogin at 904-256-1579 or via email at Michael.Bogin@FloridaDEP.gov.

Sincerely,

A handwritten signature in blue ink that reads "Brian Durden".

Brian Durden
Environmental Manager

cc: Trey Mills, Driver, McAfee, Hawthorne & Diebenow, PLLC, tmills@drivermcafee.com
David J. Latham, P.G., Geosyntec Consultants, Inc., gitnyre@bbch-llc.com
Michael Bogin, DEP_NED

Appendix A, Figure 1



ORDINANCE NO. O-35-2024

AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, ADDING ARTICLE III TO CHAPTER 54 OF THE CITY OF GREEN COVE SPRINGS CODE TO BE KNOWN AS THE CITY OF GREEN COVE SPRINGS SEXUAL OFFENDER AND SEXUAL PREDATOR ACT; PROVIDING FINDINGS AND INTENT, DEFINITIONS, AND RESIDENCY REQUIREMENTS; PROHIBITING PRESENCE, LOITERING OR PROWLING WITHIN CHILD SAFETY ZONES WITH EXCEPTIONS; PROHIBITING PARTICIPATION IN HALLOWEEN ACTIVITIES, WITH AN EXCEPTION; PROVIDING FOR PENALTIES FOR VIOLATION; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City has the utmost interest in promoting the general health, welfare, and safety of the children of Green Cove Springs by reducing opportunities for sexual offenders and sexual predators to interact with children or to make use of public spaces for criminal intent; and

WHEREAS, this vital interest cannot be accomplished by a single law, but instead depends upon a cohesive and functional system of federal, state, and local laws, which must be adjusted and adapted from time to time to address new threats and circumstances as they arise; and

WHEREAS, currently the residency of sexual offenders and sexual predators in Green Cove Springs is governed by Section 775.215 and Section 943.0435, Florida Statutes (2024), which prohibits certain sexual offenders and sexual predators from living within 1,000 feet of schools, child care facilities, parks and playgrounds; and

WHEREAS, due to the substantial risk to children that recidivism poses, the City Council believes that the residency restriction of 1,000 feet, prohibited loitering at certain locations, and Halloween restrictions would provide greater protection for the children of Green Cove Springs and strike a balance between protecting children around crucial and vulnerable areas and times while still leaving available residential housing for those restricted; and

WHEREAS, pursuant to Section 943.0435 and Section 775.215, Florida Statutes, sexual offenders and sexual predators must report in person to the Clay County sheriff's office to register their temporary or permanent address within 48 hours of release from custody, control and/or supervision of Department of Corrections, Department of Children and Family Services or Department of Juvenile Justice; and

WHEREAS, the sexual offender and sexual predator mandatory registration process requires resources, warranting fees being charged to the registrants.

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

Section 1. Chapter 54 of the City of Green Cove Springs Code is hereby amended to create Article III entitled “Sexual Offenders and Sexual Predators,” to be inserted immediately following Sec. 54-61 thereof, and to read in its entirety as follows:

ARTICLE III. – SEXUAL OFFENDERS AND SEXUAL PREDATORS

Sec. 54-62. – Title.

This Article shall be known and may be cited as the "Green Cove Springs Sexual Offender and Sexual Predator Act."

Sec. 54-63. – Findings and Intent.

(a) The City Council hereby finds and determines that convicted sexual offenders and sexual predators present a threat to the public safety and welfare of children and are likely to repeat their sexual offenses.

(b) It is the intent of this Article to reduce the potential risk of harm to children by limiting the opportunity for sexual offenders and sexual predators to be in contact with unsuspecting children at vulnerable times and locations in Green Cove Springs.

Sec. 54-64. – Definitions.

(a) *Child* or *children* means individuals whose chronological age is less than eighteen (18).

(b) *Child care facility* has the same meaning as provided in Section 402.302, Florida Statutes, and includes day nurseries and family day care homes, licensed by the Department of Children and Families.

(c) *Child Safety Zone* means an area three hundred (300) feet extending from schools, child care facilities, parks, playgrounds and school bus stops.

(d) *Park* has the same meaning as provided in Section 775.215, Florida Statutes, specifically all public and private property specifically designated as being used for recreational purposes and where children regularly congregate.

(e) *Participate* means actively taking part in an activity or event.

(f) *Permanent residence* has the same meaning as provided in Section 775.21, Florida Statutes, specifically a place where the person abides, lodges, or resides for 3 or more consecutive days.

(g) *Playground* has the same meaning as provided in Section 775.215, Florida Statutes, specifically a designated independent area in the community or neighborhood that is designated solely for children and has one or more play structures.

(h) *School* means a public or private kindergarten, elementary, middle or secondary(high) school.

(i) *Sexual offender* has the same meaning ascribed to such term in Section 943.0435, Florida Statutes.

(j) *Sexual Predator* means a person designated as such pursuant to the criteria established in Section 775.21, Florida Statutes.

(k) *Temporary residence* has the same meaning as provided in Section 775.21, Florida Statutes, specifically a place where the person abides, lodges, or resides, including, but not limited to, vacation, business, or personal travel destinations, for a period of 3 or more days in the aggregate during any calendar year and which is not the person's permanent address or, for a person whose permanent residence is not in this City, a place where the person is employed, practices a vocation, or is enrolled as a student for any period of time in this City.

Sec. 54.65. – Residency Requirements.

(a) A sexual offender or sexual predator required to register under Section 943.0435, Florida Statutes, or a sexual predator required to register under Section 775.21, Florida Statutes, may not establish a permanent or temporary residence within 1,000 feet of any school, child care facility, park, or playground.

(b) The 1,000 feet shall be measured in a straight line from the outer boundary line of the parcel of real property upon which the residential dwelling unit of the sexual offender or sexual predator is located, to the outer boundary line of the parcel of real property upon which the school, child care facility, park, or playground is located. The distance may not be measured by a pedestrian route or automobile route, but instead shall be measured as the shortest straight line between the two (2) points without regard to any intervening structures or objects. Without otherwise limiting the foregoing measurement instructions, under those circumstances in which the residential dwelling unit of the restricted sexual offender or sexual predator is within a cooperative, condominium or apartment building, the parcel of real property described in this paragraph shall consist of the parcel or parcels of real property upon which the cooperative, condominium, or apartment building that contains the residential dwelling unit of the restricted sexual offender or sexual predator is located.

(c) Exceptions. The provisions of this section shall not prohibit a sexual offender or sexual predator from continuing to reside at his or her residence:

(1) If the residence was established prior to the effective date of this Article, unless the sexual offense or a violation of probation for said offense was committed subsequent thereto.

- (2) If the person was a minor when he or she committed the sexual offense and was not convicted as an adult.
- (3) If the person is a minor.
- (4) If a school, child care facility, park, or playground is subsequently built or established within 1,000 feet of his or her established residence.

Sec. 54.66. – Prohibited Presence, Loitering or Prowling at Certain Locations; Exceptions.

(a) It is prohibited for a sexual offender or sexual predator to be on or within a Child Safety Zone. Upon registration at the Clay County Sheriff's office, the sexual offender or sexual predator shall receive a list of public and private areas that are considered to be within a Child Safety Zone of Clay County. The City of Green Cove Springs Police Department has developed a list of locations within the Child Safety Zone and updates the list annually. At time of registration, the sexual offender or sexual predator shall sign and certify that he or she has received the list of the Child Safety Zone areas from the Clay County Sheriff's office, and such list shall serve as notice to the sexual offender or sexual predator. The Green Cove Springs Police Department will have a Child Safety Zone list specific to the City of Green Cove Springs posted on the City website and a copy will be given to the Clay County Sheriff's office.

(b) Exceptions. This prohibition does not apply to:

- (1) A sexual offender or sexual predator who is in the process of dropping off or picking up his or her own child or a friend or relative's child (with the permission of the child's parent or legal guardian) from locations within a Child Safety Zone or while attending an activity with his or her own child or a friend or relative's child (with the permission of the child's parent or legal guardian) or when attending an adults only function.
- (2) A sexual offender or sexual predator who is on a prohibited location if it is a voting or voter registration location and he or she is present for the purposes of voting or registering during the hours designated for the voting or registration process, but only for the time required to complete the voting or registration process.
- (3) Traveling to or from or being at a government building for the purpose of conducting official business.
- (4) Single trips while traveling past a location specified in this section while enroute to another destination.
- (5) Traveling to or from or attendance at religious services.
- (6) A minor sexual offender or sexual predator enrolled in a Green Cove Springs public or private school in grades one (1) through twelve (12), while attending school or when present at his or her designated bus stop for transport to the school where he or she is enrolled.

(c) For the purposes of determining the minimum distance separation requirement, distance shall be measured by following a straight line from the outer property line of the area primarily designed for use by, or that is primarily used by children.

(d) For all activities involving the dropping off or picking up of a child or children, or attending an activity involving a child or children or traveling, attending services, or conducting official business as authorized above, the sexual offender or sexual predator may not remain or loiter any longer than is reasonably necessary to accomplish the task.

Sec. 54.67. – Prohibited Halloween Activity: Exception.

(a) It is unlawful for any sexual offender or sexual predator to participate in a Halloween event involving children, such as: distributing candy to children or other items to children on Halloween; or wearing costumes for the primary purpose of entertaining or attracting children.

(b) Any person designated a sexual offender, or sexual predator shall be required on October 31st of each year to:

- (1) Avoid all Halloween-related contact with children; and
- (2) Leave all outside residential lighting off during the evening hours after 5 p.m.; and
- (3) Exhibit no exterior decorations on his or her residence to attract or entice children to the residence.

(c) Exception. Halloween events in which the sexual offender or sexual predator is the parent or guardian of the children involved, and no non-familial children are present, are exempt from this section.

Sec. 54.68. – Penalties.

The failure of a sexual offender or sexual predator to comply with the terms of this Article shall constitute a misdemeanor of the second degree, punishable by a fine not to exceed \$500.00 or by imprisonment for a term not to exceed 60 days, or by both such fine and imprisonment.

Sec. 54.69. – Applicability.

This Article shall be effective in the City of Green Cove Springs, Florida.

Section 2. Repealer. Any Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 3. 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 4. Effective Date. This Ordinance shall become effective upon passage.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST
READING BY THE CITY COUNCIL OF GREEN COVE SPRINGS,
FLORIDA, ON THIS 10TH DAY OF DECEMBER 2024.**

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF
GREEN COVE SPRINGS, FLORIDA, THIS 7TH DAY OF JANUARY 2025.**

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L. J. Arnold, III, City Attorney

CHILD SAFETY ZONES

NAME		ADDRESS	
Bannerman Learning Center		608 Mill St	
Charles E Bennet		1 S Oakridge Ave	
Green Cove Jr High		1220 Bonaventure Ave	
Springs Academy		1106 N Orange Ave	
AMI Kids Learning Center		501 Lemon St	
Carl Pugh Park		317 S West St	
Spring Park		229 Walnut St	
Vera Francis Park		1400 Martin Luther King Jr Blvd	
Augusta Savage Friendship Park		600 Walburg St	
Episcopal Children's Services		1107 Martin Luther King Jr Blvd	
Hickory Grove Early Learning Center		310 S Oakridge Ave	
Little Hands at Work LLC		1015 Martin Luther King Jr Blvd	
All Kids Learning Center		1215 Idlewild Ave	