

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, JANUARY 16, 2024 – 7:00 PM



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

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

AGENDA

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

Roll Call

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

AWARDS & RECOGNITION

1. Proclamation - Arbor Day
2. Proclamation - Black History Month
3. Recognition of Eliberto Castro for 46 years with the City of Green Cove Springs

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.

4. City Council approval of the 2024 Food Truck Friday Dates. **Kimberly Thomas**
5. City Council approval of Minutes. **Erin West**
Regular Sessions: 12/5/2023 and 12/19/2023
6. City Council approval of Amendment #3 to the Interlocal Agreement with Clay County for the Augusta Savage Pickleball Courts. **Mike Null**
7. City Council award of Bid # 2023-14 West Street CDBG Stormwater and Sidewalk Improvements to Besch and Smith in the amount of \$4,700,359.70. **Mike Null**

8. City Council approval to request to include SR 16 Trail Projects into the North Florida TPO's List of Priority Projects. *Michael Daniels*

COUNCIL BUSINESS

9. First reading of Ordinance O-03-024 adopting an official City Seal and the provisions of Section 165.043, Florida Statutes, which regulates the unofficial use of the City Seal. *L. J. Arnold III and Erin West*
10. Review and Update Regarding City's Capability and Impact to Offer Medical Insurance to Law Enforcement Officers Eligible for Retirement up to age 65. *Dee Jones*
11. City Manager & City Attorney Reports / Correspondence
12. 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.

PROCLAMATION



ARBOR DAY FRIDAY, JANUARY 19, 2024



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, Constance W. Butler, Mayor of the City of Green Cove Springs, Florida, do hereby proclaim Friday, January 19, 2024, 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 16TH DAY OF JANUARY, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA




Constance W. Butler, Mayor

ATTEST:


Erin West, City Clerk

Proclamation

WHEREAS, Dr. Carter G. Woodson, founder of the Association for the Study of Negro Life and History, initiated Negro History (ASNLH) week in 1926, which grew into Black History Month during the 1970s; and

WHEREAS, The ASNLH was renamed in later years to The Association for the Study of African American Life and History (ASALH). The Association for the Study of African American Life and History organization announces the 2024 Black History Theme, "African Americans and the Arts"; and

WHEREAS, Black History Month is so designated to recognize, honor and record the historical contributions and achievements made by African Americans in the Armed Forces, Architecture, Arts, Business, Civil Rights, Economics, Education, Entertainment, Exploration, History, Law, Literature, Medicine, Music, Politics, Science and Sports; and

WHEREAS, February is nationally designated as Black History Month, and is annually set aside for all Americans to focus on the significant role African Americans have played in our Country's history and in the shaping of our nation and culture; and

WHEREAS, the Green Cove Springs City Council wishes to maintain and promote harmonious inter-cultural relations and highlight the rich ethnic and cultural diversity throughout the City of Green Cove Springs and Clay County.

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

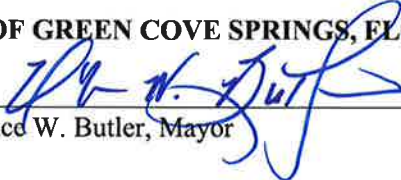
Section 1. The City Council hereby proclaims the month of February 2024 as "**Black History Month**" in the City of Green Cove Springs and urges all citizens to join the Green Cove Springs City Council in celebrating February as Black History Month each year, and to share in the spirit of the Month and take part in related activities that reflect the goals of Black History Month.

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 16TH DAY OF JANUARY 2024.



CITY OF GREEN COVE SPRINGS, FLORIDA


Constance W. Butler, Mayor

ATTEST:


Erin West, City Clerk



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** January 16, 2024
FROM: Kimberly Thomas, Exec. Asst. to the City Manager
SUBJECT: 2024 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 2024:

March 1

April 5

May 3

June 7

July 5

August 2

September 6

October 4

November (TBD Pending Merge with 150th Year Celebration)

FISCAL IMPACT

N/A

RECOMMENDATION

Approve the 2024 Food Truck Friday dates.

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, DECEMBER 05, 2023 – 7:00 PM



MINUTES

Invocation & Pledge of Allegiance to the Flag – **Bob Page**

Roll Call

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

COUNCIL MEMBERS ABSENT: Council Member Ed Gaw

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

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

AWARDS & RECOGNITION

1. New Police Department Employees *Chief Guzman*
Administrative Assistant - Megan Young
Dispatcher - Courtney Harris
Chief Guzman introduces and reads the Oath to swear-in Administrative Assistant Megan Young and Dispatcher Courtney Harris.
2. Police Department Swearing-In *Chief Guzman*
Chaplain Marshall MacClellan
Officer Stephen Donohue
Officer Jeffery Kummoung
Chief Guzman introduces and reads the Oath to swear-in Chaplain Marshall MacClellan and Officer Stephen Donohue.
3. Police Department Promotion *Chief Guzman*
Sergeant Brett Morando
Chief Guzman reads the Oath to swear-in Sergeant Brett Morando.

PRESENTATIONS

4. Presentation and recommendation for stormwater project loan and capital equipment financing RFP process. *Mike Null*
Assistant City Manager Mike Null speaks to the Council and introduces Jeremy Niedfeldt with PFM Financial Advisors.
Mr. Niedfeldt presents to the Council the finance plan for the Stormwater project.

Motion to accept the presentation and direct staff to pursue the recommended financing options of the lease for the truck with the 20 year maturity option with the 4 year put with Truist for the stormwater funds.

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

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

5. FMPA - December 2023 **Bob Page**

Mr. Bob Page presents the December FMPA report.

PUBLIC HEARINGS

6. City Council approval on Second and Final Reading of Ordinance O-32-2023 authorizing water rate changes for Fiscal Year 2024. **Scott Schultz**

City Attorney Arnold reads Ordinance No. O-32-2023 by title.

Assistant City Manager Mike Null presents and advises this will be a 3% increase.

Mayor Butler opens the public hearing.

Following no comments, Mayor Butler closes the public hearing.

Motion to approve Second and Final Reading of Ordinance O-32-2023 authorizing water rate changes for Fiscal Year 2024.

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

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

7. City Council approval on Second and Final Reading of Ordinance O-33-2023 authorizing wastewater rate changes for Fiscal Year 2024. **Scott Schultz**

City Attorney Arnold reads Ordinance No. O-33-2023 by title.

Assistant City Manager Mike Null presents and advises this will be a 3% increase.

Mayor Butler opens the public hearing.

Following no comments, Mayor Butler closes the public hearing.

Motion to approve Second and Final Reading of Ordinance O-33-2023 authorizing water rate changes for Fiscal Year 2024

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

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

8. City Council approval on First Reading Ordinance O-37-2023 authorizing a loan in the amount of \$2,171,400.00 from the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), for the design of the Magnolia Point Reclaimed Water System, and improvements to the Reynolds Water Treatment Facility. **Scott Schultz**

City Attorney Arnold reads Ordinance No. O-37-2023 by title.

Assistant Water Utilities Manager Scott Schultz presents on the ordinance.

Mayor Butler opens the public hearing.

Following no comments, Mayor Butler closes the public hearing.

Motion to approve on First Reading Ordinance O-37-2023 authorizing a loan in the amount of \$2,171,400.00 from the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), for the design of the Magnolia Point Reclaimed Water System and improvements to the Reynolds Water Treatment Facility.

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

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

9. First Reading of Ordinance O-35-2023 and Re-Adoption Hearing amending the Comprehensive Plan to incorporate Multimodal and Mobility Fee Policies. *Michael Daniels*
City Attorney Arnold reads Ordinance No. O-35-2023 by title.
Development Services Director Michael Daniels presents on the ordinance.
Mayor Butler opens the public hearing.
Following no comments, Mayor Butler closes the public hearing.

Motion to approve on the first reading of Ordinance O-35-2023 to adopt the proposed Comprehensive Plan Amendments to the Future Land Use, Transportation and Capital Improvement Elements to the Florida Department of Economic Opportunity for form and legality.

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

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

10. First Reading of Ordinance O-36-2023, Adding Street Walls as an alternative design standard in the Gateway Corridor District. *Michael Daniels*
City Attorney Arnold reads Ordinance No. O-36-2023 by title.
Development Services Director Michael Daniels presents on the ordinance.
Mayor Butler opens the public hearing.
Donna Snelling 504 North St. GCS questions where the money will come from for the street walls.
Mr. Daniels advises the developers will be the ones paying for the street walls.
Following no further comments, Mayor Butler closes the public hearing.
Council discussion followed concerning street walls.

Motion to approve on the first reading of Ordinance No. O-36-2023 amending City Code Chapter 117, Sec. 117-656 for form and legality.

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

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

CONSENT AGENDA

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

Motion to approve Consent Agenda items 11 through 17.

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

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

11. City Council approval to purchase electric inventory items from Anixter in the amount of \$83,515.00. **Scott Schultz**
12. City Council ratification of Amendment #6 to the St. Johns River Water Management District (SJRWMD) Cost Share Program, Agreement #36028, for the Harbor Road Wastewater Treatment Facility (HRWWTF) Phase II Construction, extending the construction completion date to December 31, 2024. **Scott Schultz**
13. City Council approval of 60-month lease renewal for 8 Canon multi-function copiers under the NASPO State of Florida Contract # 44000000-NASPO-19-ACS. **Angel Alicea**
14. City Council approval of Minutes. **Erin West**
Regular Sessions: 9/5/2023 and 10/3/2023
Special Session: 8/15/2023
15. City Council approval of Resolution No. R-24-2023, approving the keeping and maintaining of the City's record (master) copy documents on electronic media. **Erin West**
16. City Council approval of Resolution No: R-23-2023 Authorizing a negotiated loan for not to exceed \$600,000.00 for the purpose of financing a vehicle and equipment for the City's Stormwater System. **L.J. Arnold III**
17. City Council approval of a Key to the City for Dane Dunning. **Erin West**

COUNCIL BUSINESS

18. Approve on first reading as to form only City Ordinance No. O-38-2023 authorizing the leasing of the City owned old firehouse building located at 25 Roderigo Avenue, Green Cove Springs, Florida (Firehouse). **L. J. Arnold III**
City Attorney Arnold reads Ordinance No. O-38-2023 by title and presents.
Mr. Arnold advises the Council they are not approving anyone to lease the building tonight the ordinance is allowing the city to lease the building, if it comes up.
Council discussion followed concerning the leasing of the firehouse.
Assistant City Manager Mike Null speaks and advises an interested party is looking to make some sort of investment into the building.
Felicia Hampshire 508 Franklin St. GCS questions who is interested in leasing the building.
Mr. Null advises it is Green Cove Wrestling Club.
Ms. Hampshire asks about the AMI Kids renewing a contract with the city.
Mr. Null advises the lease is a 10-year lease and we are using that contract as a template.
Ms. Hampshire questions when the pickleball courts will be complete.
City Manager Steve Kennedy advises the courts have been approved and the bids came back above budget. The County is looking into projects and funds available.
Joe Sobotta 212 North St. GCs speaks about the firehouse on the hill.
Council discussion followed.

Motion to approve Ordinance No. O-38-2023 as to form only on first reading.

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

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

19. City Manager & City Attorney Reports / Correspondence

The City Manager and City Attorney made comments regarding various city activities, events, operations, and projects.

20. 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 9:05 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

Constance W. Butler, Mayor

Attest:

Erin West, City Clerk

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, DECEMBER 19, 2023 – 7:00 PM



MINUTES

Invocation & Pledge of Allegiance to the Flag - **Reverend McCallister, First African Missionary Baptist Church**

Roll Call

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

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

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

AWARDS & RECOGNITION

1. City Council Recognition of Volunteers for the Parade of Trees and Christmas on Walnut Street Festival and Parade events. **Kim Thomas**
Executive Assistant Kimberly Thomas recognizes the Volunteers for the Parade of Trees and Christmas on Walnut Street Festival.
2. Key to the City - Dane Dunning
Mayor Butler speaks and presents Texan Rangers World Series Champion, Dane Dunning with a Key to the City.
Dane Dunning speaks and expresses his gratitude.

PUBLIC HEARINGS

3. Passage of City Ordinance No. O-38-2023 on second and final reading authorizing the leasing of the City owned old firehouse building located at 25 Roderigo Avenue, Green Cove Springs, Florida (Firehouse). **L. J. Arnold III**
City Attorney Arnold reads Ordinance No. O-38-2023 by title and presents.
Mayor Butler opens the public hearing.
Paul Nesbitt 3379 Olympic Dr. GCS speaks as part of the JP Hall Charity. Mr. Nesbitt advises they use the firehouse to store and refurbish bikes to give to kids at the JP Hall Christmas Party and others that need it.
Jim Reap coaches wrestling at Clay High. He advises the GCS Wrestling Club is interested in leasing the firehouse. The club is willing to invest in the building while using it and making it a resource for the youth.
Travis Hartzog 3739 CR 315 GCS speaks for the Wrestling Club.
Colby Hancock GCS advises he wrestled at Clay High and speaks for the Wrestling Club.

Darrol Watson 733 Calico Jack Way GCS speaks for Coach Reap and the Wrestling Club. Mr. Watson thinks both groups are good for the community.
Following no further comments, Mayor Butler closes the public hearing.
Council discussion followed with members speaking highly of both groups interested in leasing the firehouse.

Motion to Approve Ordinance No. O-38-2023 on second and final reading.

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

4. Consideration of passage of Resolution No. R-25-2023 electing to use the uniform method of collecting Non-Ad Valorem Special Assessments levied within the incorporated area of the City known as Reynolds Park / Clay County Port ("Property"). **L.J. Arnold III**
City Attorney Arnold reads Resolution No. R-25-2023 by title and the first Whereas section and presents on the resolution.
Mayor Butler opens the public hearing.
Rob Bradley speaks representing property in the resolution. He advises he just learned of this plan this morning and is hoping to have better dialogues with the city in 2024.
Following no further comments, Mayor Butler closes the public hearing.
Council discussion followed concerning special assessment needs.
City Manager Steve Kennedy advises this is to establish a method so that the process is in place when it is needed.

Motion to Approve Resolution R-25-2023 and take necessary legal steps as shown in the Correspondence.

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

5. Second and Final Reading of Ordinance O-35-2023 and Re-Adoption Hearing amending the Comprehensive Plan to incorporate Multimodal and Mobility Fee Policies. **Michael Daniels**
City Attorney Arnold reads Ordinance No. O-35-2023 by title.
Development Services Director Michael Daniels presents.
Mayor Butler opens the public hearing.
Following no public comment, Mayor Butler closes the public hearing.

Motion to approve on the second and final reading of Ordinance O-35-2023 to adopt the proposed Comprehensive Plan Amendments to the Future Land Use, Transportation and Capital Improvement Elements to the Florida Department of Economic Opportunity for form and legality.

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

6. Second and Final Reading of Ordinance O-36-2023, Adding Street Walls as an alternative design standard in the Gateway Corridor District. **Michael Daniels**
City Attorney Arnold reads Ordinance No. O-36-2023 by title.

Development Services Director Michael Daniels presents.

Mayor Butler opens the public hearing.

Following no comment, Mayor Butler closed the public hearing.

Council discussion followed concerning any applicants, uses in the areas being what is intended, making sure the code supports street walls and special exceptions.

Motion to decline the second and final reading Ordinance No. O-36-2023 which would add the street walls as an alternative design standard in the Gateway Corridor with the intention of bringing in the standard exception.

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

Council discussion followed, concerning creating a case-by-case basis if a special exception is used.

Council Member Gaw questions bringing in outside expertise to answer questions and tabling the item until a further date.

Mr. Arnold advises that would be a good idea because if the ordinance fails on second reading staff will have to start back at the beginning of the process.

Council Member Smith withdraws his motion with the intent to amend based on tabling.

Council Member Gaw agrees to withdrawal his second of the motion.

Council discussion follows concerning outside expertise and the next steps.

Motion to defeat Ordinance No. O-36-2023.

Motion made by Council Member Gaw.

Discussion followed on the next steps.

Due to the lack of second the motion dies.

Motion to defeat Ordinance No. O-36-2023.

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

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

Council Member Gaw asks Mr. Daniels to continue the same thing but employing the special exception process in the determination of the street walls.

7. City Council approval on Second and Final Reading Ordinance O-37-2023 authorizing a loan in the amount of \$2,171,400.00 from the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), for the design of the Magnolia Point Reclaimed Water System, and improvements to the Reynolds Water Treatment Facility. *Scott Schultz*

City Attorney Arnold reads Ordinance No. O-37-2023 by title.

Assistant Water Utilities Director Scott Schultz presents and advises this is step one in complying SB64.

Mayor Butler opens the public hearing.

Following no comment, Mayor Butler closed the public hearing.

Council discussion followed.

Motion to approve on Second and Final Reading Ordinance O-37-2023 authorizing a loan in the amount of \$2,171,400.00 from the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), for the design of the Magnolia Point Reclaimed Water System and improvements to the Reynolds Water Treatment Facility.

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

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

CONSENT AGENDA

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Council Member Gaw pulled item 13.

Motion to approve Consent Agenda items 8 through 12 pulling item 13.

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

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

8. City Council approval of the ACL 2025 Docking Schedule. **Kim Thomas**
9. Consideration and passage of 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, and approving the lender and the various terms and conditions of the loan. **L.J. Arnold III**
10. City Council Authorization to award Equix Energy Services the bid No. 2023-15 Annual Directional Boring Contract for a period of one year from the date of the award. City Counsel approval to issue a purchase order to Equix Energy Services for contractual underground bores as needed for FY2024. **Andy Yeager**
11. City Council approval of Minutes. **Erin West**
Regular Sessions: 10/17/2023 and 11/7/2023
Special Session: 11/7/2023
12. City Council approval of the Martin Luther King, Jr Day Proclamation. **Erin West**
13. City Council approval of the Site Development Plan for a 57,000 square foot Warehouse located in the 1300 Block of Energy Cove Court for approximately 3.6 acres of parcel #016562-000-00. **Michael Daniels**
Council Member Gaw asks the developer of this site to provide an update.
Joe Wiggins advises they are working with staff on their vision of a 48,000 square foot warehouse and a 9,000 square foot warehouse to help with the limited warehouse availability.

Motion to approve Consent Agenda item 13.

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

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

COUNCIL BUSINESS

14. Downtown Wayfinding Location Installation. **Michael Daniels**
Development Services Director Michael Daniels presents on Wayfinding.

Council discussion followed concerning the design and location of the signs.

Motion to approve the proposed wayfinding installation locations.

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

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

15. City Manager & City Attorney Reports / Correspondence

The City Manager and City Attorney made comments regarding various city activities, events, operations, and projects.

Assistant Water Utilities Director Scott Schultz updates the Council on the Wastewater treatment facility.

16. 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 10:21 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

Constance W. Butler, Mayor

Attest:

Erin West, City Clerk



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** January 16, 2024
FROM: Mike Null, Assistant City Manager
SUBJECT: City Council approval of Amendment #3 to the Interlocal Agreement with Clay County for the August Savage Pickleball Courts. *Mike Null*

BACKGROUND

The City Council has previously approved an interlocal agreement and two subsequent amendments with the County for construction of pickleball courts at the Augusta Savage Center. These documents are attached for the Council's reference.

Presented for approval this evening is Amendment #3 which includes two notable changes. The first is to update the City's cost-share based on the actual bid price. Based on the previous separation of responsible items between the City and County and the final bid price from Brogdon Builders, LLC of \$464,830.31, the City's responsibility is \$28,334.87. This is in addition to the \$15,000 that the City previously paid for additional engineering.

The other notable change is a recommendation by staff for the City to fund any change orders associated with the project. The City Manager and Asst. City Manager attended the December 12, 2023, County Commission meeting where the construction contract was being awarded. The discussion among Commissioners appeared to quickly be turning to not awarding the bid for fear of change orders. In order to ensure the project moved forward, the City Manager and Asst. City Manager felt comfortable in recommending the City take on any change orders, and communicated that to the Commission, which subsequently approved the construction project on a 4-1 vote. City staff is comfortable that this is a relatively small, simple and well-designed project that should not have any change orders.

Staff is requesting approval of Amendment #3 this evening with these two items in mind.

FISCAL IMPACT

Funds are available in the approved FY 24 budget.

RECOMMENDATION

Approve Amendment #3 to the Interlocal Agreement with Clay County for the August Savage Pickleball Courts.

Clay County Agreement/Contract No. 2021/2022- 222 AM3

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN CLAY
COUNTY, FLORIDA AND THE CITY OF GREEN COVE SPRINGS, FLORIDA
[Augusta Savage Arts and Community Center Park – Pickleball Courts]**

THIS THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY, FLORIDA AND THE CITY OF GREEN COVE SPRINGS, FLORIDA (“Second Amendment”), is made and entered into as of the 8 day of January, 2024, by and between Clay County, a political subdivision of the State of Florida (the “County”), and the City of Green Cove Springs, Florida, a municipal corporation (the “City”). Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Agreement, as amended.

RECITALS

WHEREAS, Chapter 163, Florida Statutes, permits local governmental units to make the most efficient use of their powers, resources, and capabilities by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the County and the City desire to provide pickleball courts for use by the general public in Green Cove Springs, Florida; and

WHEREAS, on August 23, 2022, the County and the City entered into Interlocal Agreement, Clay County Agreement/Contract No.: 2021/2022-222 (“Agreement”), wherein the City agreed to provide certain Property located at 415 Lemon Street, Green Cove Springs, FL 32043 known as the Augusta Savage Arts and Community Center Park (“Augusta Savage Park”) to the County at no cost for the design and construction of six outdoor pickleball courts; and

WHEREAS, the County contracted with GAI Consultants, Inc. (GAI) to perform the design and permitting efforts necessary to construct the Project; and

WHEREAS, on March 14, 2023, the County and the City entered into the First Amendment to the Agreement wherein the City agreed to fund a portion of GAI’s design costs in the total amount of \$15,000 along with funding certain construction line items defined therein as the City’s Construction Items; and

WHEREAS, on August 4, 2023, the County and the City entered into the Second Amendment to the Agreement, attached hereto as Attachment 1 inclusive of the First Amendment and Agreement and incorporated herein, to amend the City’s timeframe for payment of the design costs and the City’s Construction Items and amend the items identified as the City’s Construction Items which it has agreed to fund for the Project; and

WHEREAS, on December 12, 2023, the County awarded Bid No. 23/24-18 to Brogdon Builders, LLC to perform the construction of the Project at Augusta Savage Park in the total amount of \$464,830.31 (“Contract Price”), which includes the City’s Construction Items in the amount of \$28,334.87; and

WHEREAS, in addition to the City's Construction Items, the City has agreed to pay for any approved change order that increases the Contract Price; and

WHEREAS, the parties desire to enter into this Third Amendment to address the City's commitment to pay for approved change order(s) that increase the Contract Price for construction of the Project as well as use of the pickleball courts by the County as set forth herein.

NOW THEREFORE in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

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

2. Modifications.

A. Paragraph 3. a. of the Agreement is hereby amended to further clarify use of the pickleball courts by the public and the County. Accordingly, paragraph 3. a. of the Agreement shall be amended and replaced in its entirety with the following:

- a. The Project. The City shall provide the Property located at Augusta Savage Park for six outdoor pickleball courts to the County at no cost for the design and construction of the courts. The design and construction of six outdoor pickleball courts will consist of six paved and striped courts with a total impervious surface of approximately 14,641 square feet, netting for each court, fencing around the perimeter of the outdoor courts, and infrastructure as may be required by St. Johns River Water Management District (the "Project"). Once the Project is available for public use, the City agrees to operate and maintain the pickleball courts. Additionally, the City agrees to provide access to the pickleball courts by the general public on a first come first served basis unless the courts are otherwise scheduled or unavailable and to provide the County access to the pickleball courts with the right to schedule use of the pickleball courts, including, but not limited to, use of the pickleball courts by other persons, organizations and entities unless the courts are otherwise scheduled or unavailable. Should the County desire use of the pickleball courts for the County or other persons, organizations and entities, the City agrees to waive any applicable rental fees for such use and shall cooperate and work with the County to facilitate such use and/or reservation of the pickleball courts. The City as the owner of the Property shall have the right to schedule and enter into agreements for use of the Property and pickleball courts by the City or other persons, organizations and entities.

B. Paragraph 3. b. of the Agreement, as previously amended by the First and Second Amendments, shall be amended and replaced in its entirety with the following:

b. Design and Construction.

i. Obligations of the County.

In addition to the County's obligations set forth elsewhere in the Agreement, the County has the following obligations:

- 1) The County agrees to fund the design, permitting, and construction of the Project to the extent set forth herein. The City shall fund a portion of the design and the City's Construction Items identified in provision 3. b. ii. of the Agreement. The City shall also fund any approved change orders to the construction contract that increase the Contract Price as further addressed in provisions 3. b. i. 3) and 3. b. ii. 3). The County has contracted with GAI Consultants, Inc. ("GAI") for the design of the Project. The County has awarded Bid No. 23/24-18 to Brogdon Builders, LLC to perform the construction of the Project at Augusta Savage Park in the total amount of \$464,830.31 ("Contract Price"). The construction contract shall require the contractor to provide a single insurance policy and bond to protect the Project and to provide that the payment and performance bonds submitted by the contractor be assignable to the City in the event it is necessary to pursue the bonds for defective work, failure to perform, or failure to complete the Project in accordance with paragraph 8 of the Agreement. The contract shall contain the requirement that the contractor shall look to the County, and not to the City, for payment of the work associated with the Project. The County will incorporate the City's Construction Items into the construction contract, providing for the work components to be listed separately so that the total costs of materials and construction for the work associated with the City's Construction Items are easily discernable from the total costs of materials and construction for the Project. The County shall not be obligated to remit final payment to the contractor for completion of the Project until the following items have been submitted to and approved by the County: final accounting, completion of any punch list, final acceptance by the County of the Project, As-Built plans, releases of liens or equivalent proof of payments to subcontractors and suppliers, contractor's warranty and any warranties from third parties, and certificate/affidavit of final payment.
- 2) The County shall oversee the contract administration, construction inspection, and project oversight required to complete the Project. The County will provide all direction to the selected contractors in the performance of the design and construction of the Project.
- 3) In the event of an unforeseen or a change in condition arising during the construction of the Project, the County agrees to notify the City of these conditions, and the County and the City agree to meet in an effort to verify the cause or conflict, determine any resolution to these conditions, and approve any issuance of a change order or amendment to the construction contract. The City shall be responsible for any amount over the Contract Price in accordance with an

approved change order to the construction contract that was previously reviewed and approved by the City regardless of whether such change is related to the City's Construction Items or a construction item previously paid by the County. Accordingly, the City shall reimburse the County for any expenses incurred by the County which are associated with an approved change order or amendment to the construction contract. The City agrees to pay these expenses within forty-five (45) calendar days upon submittal of an invoice to the City by the County.

- 4) Following completion of construction, the County shall ensure the Contractor prepares and provides to the City As-Built plans.
- 5) Any expenditure of funds by the County for construction or otherwise under this Agreement is subject to appropriation of such funds in the County's budget.

ii. Obligations of the City.

In addition to the City's obligations set forth elsewhere in the Agreement, the City has the following obligations:

- 1) The City has reviewed the final design submittal prepared by GAI for the Project and agrees to fund the following construction line items for the Project: 6' Fence, Gate, 2" Conduit, Junction Box, Pullbox, and any additional items that may be agreed to by the City (the "City's Construction Items").
- 2) The City agrees to pay to the County a portion of GAI's design costs in the total amount of \$15,000.00 within forty-five (45) calendar days upon submittal of an invoice to the City by the County. The City further agrees to pay to the County the full cost of the City's Construction Items in the amount of \$28,334.87. Following the County's issuance of a notice to proceed to the contractor to begin construction of the Project, the City agrees to pay the amount due for the City's Construction Items within forty-five (45) calendar days upon submittal of an invoice to the City by the County.
- 3) In accordance with provision 3. b. i. 3), the City agrees to pay to the County the full cost and expense for any approved amendments or change orders to the construction contract that were previously reviewed and approved by the City regardless of whether such change is related to the City's Construction Items or a construction item previously paid by the County within forty-five (45) calendar days upon submittal of an invoice to the City by the County.
- 4) The City acknowledges that the contractor will perform solely at the direction of the County.
- 5) Any expenditure of funds by the City for construction or otherwise under this Agreement is subject to appropriation of such funds in the City's budget.

3. Conforming Changes. All provisions in the Agreement and any amendments, attachments, schedules or exhibits thereto in conflict with this Third Amendment shall be and hereby are changed to conform to this Third Amendment.
4. Ratification of Agreement. Except as amended hereby, the Agreement, as amended, remains unchanged and in full force and effect.
5. Counterparts. This Third Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.
6. Entire Agreement. This Third Amendment, together with the Agreement, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral, and whether explicit or implicit, which have been entered into before the execution hereof.
7. Authority. The parties to this Third Amendment agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Second Amendment and have the same force and effect as manual written signatures.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the County and the City have executed this Third Amendment to the Agreement as of the date and year first above written.

CLAY COUNTY, a political subdivision of the State of Florida

By: 
Howard Wanamaker
County Manager on behalf of the
Board of County Commissioners

CITY OF GREEN COVE SPRINGS, FLORIDA

By: _____
Constance Butler, Mayor

ATTEST:

Erin West, CMC, City Clerk

APPROVED AS TO FORM ONLY:

By: _____
L.J. Arnold, III, City Attorney

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ATTACHMENT 1

Clay County Agreement/Contract No. 2021/2022- 222 AM2

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY, FLORIDA AND THE CITY OF GREEN COVE SPRINGS, FLORIDA
[Augusta Savage Arts and Community Center Park – Pickleball Courts]**

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY, FLORIDA AND THE CITY OF GREEN COVE SPRINGS, FLORIDA ("Second Amendment"), is made and entered into as of the 4 day of August, 2023, by and between Clay County, a political subdivision of the State of Florida (the "County"), and the City of Green Cove Springs, Florida, a municipal corporation (the "City"). Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Agreement, as amended by the First Amendment.

RECITALS

WHEREAS, Chapter 163, Florida Statutes, permits local governmental units to make the most efficient use of their powers, resources, and capabilities by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the County and the City desire to provide pickleball courts for use by the general public in Green Cove Springs, Florida; and

WHEREAS, on August 23, 2022, the County and the City entered into Interlocal Agreement, Clay County Agreement/Contract No.: 2021/2022-222 ("Agreement"), wherein the City agreed to provide certain Property located at 415 Lemon Street, Green Cove Springs, FL 32043 known as the Augusta Savage Arts and Community Center Park ("Augusta Savage Park") to the County at no cost for the design and construction of six outdoor pickleball courts; and

WHEREAS, the County has contracted with GAI Consultants, Inc. (GAI) to perform the design and permitting efforts necessary to construct the Project; and

WHEREAS, the County is soliciting bids to retain a contractor to perform the construction of the Project at Augusta Savage Park; and

WHEREAS, on March 14, 2023, the County and the City entered into the First Amendment to the Agreement, attached hereto as **Attachment 1** inclusive of the Agreement and incorporated herein by reference, wherein the City agreed to fund a portion of GAI's design costs in the total amount of \$15,000 along with funding the following construction line items: pond excavation, gravel, lighting conduit, pullbox, and grass in ballfield defined therein as the City's Construction Items; and

WHEREAS, in finalizing the final design plans for the Project, certain changes were made to the Project which resulted in changes to the construction line items which the City has agreed to fund; and

WHEREAS, the parties desire to enter into this Second Amendment to amend the City's timeframe for payment of the design costs and the City's Construction Items and amend the items identified as the City's Construction Items which it has agreed to fund for the Project as set forth herein.

NOW THEREFORE in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

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

2. Modifications.

A. The seventh Whereas Clause under Recitals in the First Amendment is hereby amended and replaced in its entirety with the following:

WHEREAS, in evaluating GAI's design submittals for the Project, the City recommended certain changes to the design and the parties have determined that it would best serve the Project if the City's recommended changes were incorporated into the final design and construction for the Project with the City agreeing to fund a portion of GAI's design costs in the total amount of \$15,000 to address these changes along with funding certain construction line items as defined herein as the City's Construction Items; and

B. Subparagraphs 1) and 2) of paragraph 3. b. ii. of the Agreement, as amended by the First Amendment, shall be amended and replaced in their entirety with the following:

1) The City has reviewed the final design submittal prepared by GAI for the Project and agrees to fund the following construction line items for the Project: 6' Fence, Gate, 2" Conduit, Junction Box, Pullbox, and any additional items that may be agreed to by the City (the "City's Construction Items").

2) The City agrees to pay to the County a portion of GAI's design costs in the total amount of \$15,000.00 within forty-five (45) calendar days upon submittal of an invoice to the City by the County. The City further agrees to pay to the County the full cost of the City's Construction Items. Following the County's issuance of a notice to proceed to the contractor to begin construction of the Project, the City agrees to pay the City's Construction Items within forty-five (45) calendar days upon submittal of an invoice to the City by the County.

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

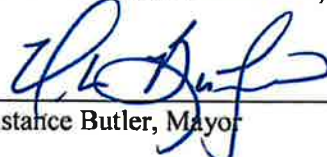
4. **Ratification of Agreement.** Except as amended hereby, the Agreement, as amended, remains unchanged and in full force and effect.
5. **Counterparts.** This Second Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.
6. **Entire Agreement.** This Second Amendment, together with the Agreement, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral, and whether explicit or implicit, which have been entered into before the execution hereof.
7. **Authority.** The parties to this Second Amendment agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Second Amendment and have the same force and effect as manual written signatures.

IN WITNESS WHEREOF, the County and the City have executed this Second Amendment to the Agreement as of the date and year first above written.

**CLAY COUNTY, a political subdivision of the
State of Florida**

By: 
Howard Wanamaker (Aug 4, 2023 17:37 EDT)
Howard Wanamaker
County Manager on behalf of the
Board of County Commissioners


CITY OF GREEN COVE SPRINGS, FLORIDA

By: 
Constance Butler, Mayor

ATTEST:


Erin West, CMC, City Clerk

APPROVED AS TO FORM ONLY:

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

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ATTACHMENT 1 FIRST AMENDMENT AND AGREEMENT

Clay County Agreement/Contract No. 2021/2022- 222 AM1

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY,
FLORIDA AND THE CITY OF GREEN COVE SPRINGS, FLORIDA
[Augusta Savage Arts and Community Center Park – Pickleball Courts]**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY, FLORIDA AND THE CITY OF GREEN COVE SPRINGS, FLORIDA ("First Amendment"), is made and entered into as of the 14 day of March, 2023, by and between Clay County, a political subdivision of the State of Florida (the "County"), and the City of Green Cove Springs, Florida, a municipal corporation (the "City").

RECITALS

WHEREAS, Chapter 163, Florida Statutes, permits local governmental units to make the most efficient use of their powers, resources, and capabilities by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the County and the City desire to provide pickleball courts for use by the general public in Green Cove Springs, Florida; and

WHEREAS, on August 23, 2022, the County and the City entered into Interlocal Agreement, Clay County Agreement/Contract No.: 2021/2022-222 ("Agreement"), attached hereto as **Attachment 1** and incorporated herein by reference, wherein the City agreed to provide certain Property located at 415 Lemon Street, Green Cove Springs, FL 32043 known as the Augusta Savage Arts and Community Center Park ("Augusta Savage Park") to the County at no cost for the design and construction of six outdoor pickleball courts; and

WHEREAS, the County has contracted with GAI Consultants, Inc. (GAI) to perform the design and permitting efforts necessary to construct the Project; and

WHEREAS, the County will solicit bids for the Project to retain a contractor to perform the construction of the Project at Augusta Savage Park; and

WHEREAS, the Agreement provides that the County will fund the design and construction of the Project; and

WHEREAS, in evaluating GAI's design submittals for the Project, the City recommended certain changes to the design and the parties have determined that it would best serve the Project if the City's recommended changes were incorporated into the final design and construction for the Project with the City agreeing to fund a portion of GAI's design costs in the total amount of \$15,000 to address these changes along with funding the following construction line items: pond excavation, gravel, lighting conduit, pullbox, and grass in ballfield; and

WHEREAS, the parties acknowledge that it is the intention of this First Amendment that all costs associated with and attributable to the construction of these line items be paid for by the

City; and

WHEREAS, the parties desire to enter into this First Amendment to amend paragraph 3 b. of the Agreement to address the County's and the City's obligations in relation to the design, construction, and funding of the Project as set forth herein.

NOW THEREFORE in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

1. **Incorporation of Recitals.** The Recitals are an integral part of this Agreement and are incorporated herein by reference.
2. **Modifications.** Paragraph 3. b. of the Agreement shall be amended and replaced in its entirety with the following:

b. Design and Construction.

i. **Obligations of the County.**

In addition to the County's obligations set forth elsewhere in the Agreement, the County has the following obligations:

- 1) The County agrees to fund the design, permitting, and construction of the Project except for a portion of the design and the City's Construction Items identified in provision 3. b. ii. of the Agreement which will be funded by the City. The County has contracted with GAI Consultants, Inc. ("GAI") for the design of the Project. The County further agrees to procure and enter into contracts for the goods and services related to the construction of the Project. The construction contract shall require the contractor to provide a single insurance policy and bond to protect the Project and to provide that the payment and performance bonds submitted by the contractor be assignable to the City in the event it is necessary to pursue the bonds for defective work, failure to perform, or failure to complete the Project in accordance with paragraph 8 of the Agreement. The contract shall contain the requirement that the contractor shall look to the County, and not to the City, for payment of the work associated with the Project. The County will incorporate the City's Construction Items into the construction contract, providing for the work components to be listed separately so that the total costs of materials and construction for the work associated with the City's Construction Items are easily discernable from the total costs of materials and construction for the Project. The County shall not be obligated to remit final payment to the contractor for completion of the Project until the following items have been submitted to and approved by the County: final accounting, completion of any punch list, final acceptance by the County of the Project, As-Built plans, releases of liens or

equivalent proof of payments to subcontractors and suppliers, contractor's warranty and any warranties from third parties, and certificate/affidavit of final payment.

- 2) The County shall oversee the contract administration, construction inspection, and project oversight required to complete the Project. The County will provide all direction to the selected contractors in the performance of the design and construction of the Project.
- 3) In the event of an unforeseen or a change in condition arising during the construction of the Project, the County agrees to notify the City of these conditions, and the County and the City agree to meet in an effort to verify the cause or conflict, determine any resolution to these conditions, and approve any issuance of a change order or amendment to the construction contract. The City shall reimburse the County for any expenses incurred by the County which are associated with an approved change order or amendment in relation to the City's Construction Items. The City agrees to pay these expenses within forty-five (45) calendar days upon submittal of an invoice to the City by the County.
- 4) Following completion of construction, the County shall ensure the Contractor prepares and provides to the City As-Built plans.
- 5) Any expenditure of funds by the County for construction or otherwise under this Agreement is subject to appropriation of such funds in the County's budget.

ii. Obligations of the City.

In addition to the City's obligations set forth elsewhere in the Agreement, the City has the following obligations:

- 1) The City has reviewed the 90% design submittal prepared by GAI for the Project and agrees to fund the following construction line items for the Project: Pond Excavation, Gravel, 2" Lighting Conduit, Pullbox, and Grass in Ballfield (the "City's Construction Items").
- 2) The City agrees to pay to the County a portion of GAI's design costs in the total amount of \$15,000.00. The City further agrees to pay to the County the full cost of the City's Construction Items. Following the County's issuance of a notice to proceed to the contractor to begin construction of the Project, the City agrees to pay these expenses within forty-five (45) calendar days upon submittal of an invoice to the City by the County.
- 3) In accordance with provision 3. b. i. 3)., the City agrees to pay to the County the full cost for approved amendments or change orders to the construction contract necessitated to include the City's Construction Items within forty-five (45) calendar days upon submittal of an invoice to the City by the County.

- 4) The City acknowledges that the contractor will perform solely at the direction of the County.
 - 5) Any expenditure of funds by the City for construction or otherwise under this Agreement is subject to appropriation of such funds in the City's budget.
3. Conforming Changes. All provisions in the Agreement and any amendments, attachments, schedules or exhibits thereto in conflict with this First Amendment shall be and hereby are changed to conform to this First Amendment.
 4. Ratification of Agreement. Except as amended hereby, the Agreement remains unchanged and in full force and effect.
 5. Counterparts. This First Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.
 6. Entire Agreement. This First Amendment, together with the Agreement, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral, and whether explicit or implicit, which have been entered into before the execution hereof.
 7. Authority. The parties to this First Amendment agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this First Amendment and have the same force and effect as manual written signatures.

[Signatures appear on the following page.]


IN WITNESS WHEREOF, the County and the City have executed this First Amendment to the Agreement as of the date and year first above written.



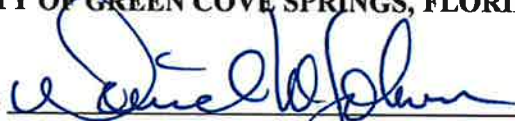
CLAY COUNTY, a political subdivision of the State of Florida

By: 
 Betsy Condon (Mar 20, 2023 09:23 EDT)
 Betsy Condon
 Its Chairman

ATTEST:


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

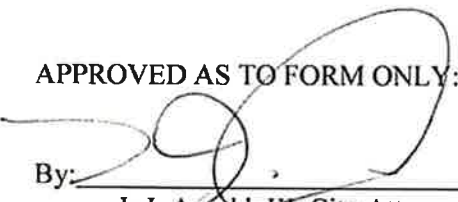
CITY OF GREEN COVE SPRINGS, FLORIDA

By: 
 Daniel M. Johnson, Mayor

ATTEST:


 Erin West, CMC, City Clerk

APPROVED AS TO FORM ONLY:

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

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Clay County Agreement/Contract No. 2021/2022- 222

**INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY, FLORIDA AND THE
CITY OF GREEN COVE SPRINGS, FLORIDA
[Augusta Savage Arts and Community Center Park – Pickleball Courts]**

THIS INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY, FLORIDA AND THE CITY OF GREEN COVE SPRINGS, FLORIDA (“Agreement”), is made and entered into as of the 23 day of August, 2022 (“Effective Date”), by and between Clay County, a political subdivision of the State of Florida (the “County”), and the City of Green Cove Springs, Florida, a municipal corporation (the “City”).

RECITALS

WHEREAS, Chapter 163, Florida Statutes, permits local governmental units to make the most efficient use of their powers, resources, and capabilities by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the sport of pickleball has gained tremendous popularity over the years and the State of Florida has become a top spot for the sport, which has extended its reach from retirees down to kids of all ages; and

WHEREAS, citizens of Clay County have expressed a need for additional pickleball courts to hold practices, games, and tournaments; and

WHEREAS, the County and the City desire to provide pickleball courts for use by the general public in Green Cove Springs, Florida; and

WHEREAS, the City owns, maintains, and manages property located at 415 Lemon Street, Green Cove Springs, FL 32043 known as the Augusta Savage Arts and Community Center Park (“Augusta Savage Park”); and

WHEREAS, the City is willing to provide certain property at Augusta Savage Park located on the southwest side of the Thomas Hogans Memorial Gymnasium on Belle Avenue and Forbes Street, west of the baseball field (the “Property”) for six outdoor pickleball courts, a map of which is attached hereto as **Exhibit A**; and

WHEREAS, the County has agreed to fund the design and construction of six outdoor pickleball courts at the Property, has retained GAI Consultants, Inc. to perform the design and permitting efforts related thereto, and will retain a contractor to perform the construction thereof; and

WHEREAS, upon completion of the construction, the City, as owner of the Property, has agreed to operate and maintain the constructed outdoor pickleball courts; and

WHEREAS, making pickleball courts available for use to the general public will complement the goals of the County and the City and is in the best interest of the public; and

WHEREAS, the County and the City, in recognition of their mutual vision for growth and enhancement to infrastructure, safety, health, and prosperity of the County and its citizens, desire to enter into this Agreement to address the design, construction, ownership, operation and maintenance of the pickleball courts at the Property.

NOW THEREFORE in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

1. Florida Interlocal Cooperation Act. This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969", and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth in full, including, but not limited to the following specific provisions:
 - a. All of the privileges and immunities and limitations from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement.
 - b. This Agreement does not and shall not be deemed to relieve any of the parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.
 - c. As a condition precedent to its effectiveness, and pursuant to Section 163.01(11), Florida Statutes, this Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of the County.
2. Incorporation of Recitals. The Recitals are an integral part of this Agreement and are incorporated herein by reference.
3. Terms and Conditions.
 - a. The Project. The City shall provide the Property located at Augusta Savage Park for six outdoor pickleball courts to the County at no cost for the design and construction

of the courts. The design and construction of six outdoor pickleball courts will consist of six paved and striped courts with a total impervious surface of approximately 14,641 square feet, netting for each court, fencing around the perimeter of the outdoor courts, and infrastructure as may be required by St. Johns River Water Management District (the "Project"). Once the Project is available for public use, the City agrees to operate and maintain the courts and to provide access to the courts by the general public.

- b. **Design and Construction.** The County agrees to fund the design, permitting, and construction of the Project. The County further agrees to procure and enter into contracts for the goods and services related to the design and construction of the Project. The County shall oversee the contract administration, construction inspection, and project oversight required to complete the Project. The County will provide direction to the selected contractors in the performance of the design and construction of the Project. In the event of an unforeseen or a change in condition arising during the design or construction of the Project, the County agrees to notify the City of these conditions in an effort to verify the cause or conflict and determine any resolution to these conditions. Any expenditure of funds by the County for construction or otherwise under this Agreement is subject to appropriation of such funds in the County's budget.
- c. **Cooperation.** The parties agree to cooperate and work together during the term of this Agreement in order to complete the Project in accordance with the intent of this Agreement. The City shall provide the County and its contractors access to the Property to perform the work associated with the Project.
- d. **Permits.** The parties agree to cooperate and work together to obtain or renew any and all permits which may be required by any federal, state, municipal, or other governmental entities in relation to the Project. The City agrees to cooperate with the St. Johns River Water Management District and any other federal, state, municipal, district, or other governmental entity with respect to the renewal or obtaining of any such permits for the Project. As owner of the Property, the City agrees to execute any necessary permit applications for the Project.
- e. **Warranty.** The County shall ensure that the contractor provides a 2-year warranty for all work constructed as part of this Project.
- f. **Ownership, Operation and Maintenance.** The City shall retain ownership of the Property. Upon completion of the construction of the Project, the City shall be responsible for managing, operating, and maintaining the Property and the constructed Project, as well as any repairs, amenities, or improvements thereafter. After completion of the construction of the Project, the County shall have no further monetary responsibility associated with the Property or the Project and shall not be responsible for any maintenance, repairs, amenities, improvements, or any associated utility expenses related to the Property or the Project.

- g. **Additional Services.** The City will use its best efforts to provide additional services, amenities, and goods to benefit the Project, including, but not limited to, installation of lighting and seating.
4. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue through the completion of construction of the Project.
5. **Termination.** The parties agree that the construction of the Project, once commenced, must proceed and be ongoing. This Agreement may only be terminated by the City prior to expiration of this Agreement if the County uses the Property for a purpose not permitted by this Agreement or in violation of the local, state, or federal laws, and such use continues for a period of thirty days after written notice given by the City to the County to desist from such use. Otherwise, any termination of this Agreement prior to expiration of the Agreement must be mutually agreed to by the parties through an amendment to the Agreement providing the terms of such termination along with any compensation that may be due either party for any improvements constructed on the Property.
6. **Appropriated Funds.** The City acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments for the Project arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year. Nothing in this Agreement shall obligate the County to the City to expand appropriations or to enter into any contract or other obligation.
7. **Insurance.** The County and the City shall, throughout the term of this Agreement, provide, maintain, and keep in force a program of insurance or self-insurance covering its liabilities. The County shall ensure that the construction of the Project is insured against casualty and liability loss during the construction.
8. **Bonds.** The County shall require the contractor who performs the construction of the Project to furnish a sufficient and satisfactory Performance Bond and Payment Bond in the sum of not less than 100% of the contract price as security for the faithful performance and payment of all of the contractor's obligations under the agreement between the County and the contractor. These Bonds shall remain in effect until one year after the date when final payment by the County becomes due, except as provided otherwise by laws or regulations, or by specific provisions of the agreement between the County and the contractor. All Bonds shall be in compliance with, and in the form prescribed by, Section 255.05, Florida Statutes. Prior to the contractor commencing any work on the Property, the County shall require the contractor to record the required Bonds in the public records of the County with the Clay County Clerk of Court and Comptroller at the contractor's sole cost and expense. The County shall deliver a certified copy of the recorded Bonds to the City. The Bonds may be assignable to the City in the event it is necessary for the City to pursue the Bonds for defective work, failure to perform, or failure to complete the Project.

9. Personnel. Each party shall be responsible for all costs of its own personnel including pay, benefits, support, and travel. Each party is responsible for the supervision and management of its own personnel. At all times, each party's respective employees shall remain and be considered employees of their respective agency for the purpose of maintaining medical and workers compensation insurance.

10. Liability. Each party agrees that it shall be solely responsible for the negligence, willful misconduct, or wrongful acts of its directors, officers, employees, representatives, agents, and volunteers. Notwithstanding anything stated to the contrary in the Agreement, nothing contained herein is intended to serve as a waiver of either parties' sovereign immunity protections nor does it extend the parties' liability beyond the limits established in Section 768.28, Florida Statutes. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

11. Taxes. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

12. No Joint Venture. Both the City and the County acknowledge and agree that this Agreement represents an expression of intent to form a definitive agreement between the parties and nothing in this Agreement should be construed as creating a partnership, joint venture or other legal entity.

13. Independent Contractors. The parties are independent contractors and are not joint employers, employees, agents, partners, or representatives of the other.

14. Remedies. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

15. Public Records and Audit.

- a. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. The parties shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement that are in its possession or under its control. A request to inspect or copy public records relating to the Agreement must be made directly to either the County or the City.
- b. The parties shall retain all records relating to this Agreement for a period of at least five (5) years following completion of the Project. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. Each party to this Agreement, upon written reasonable notice, shall have the right to audit and inspect any records of the other party relating to this Agreement to ensure compliance with the terms of this Agreement.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 297-7047, EWest@Greencovesprings.com, 321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043.

16. Compliance with Applicable Laws. Each party will comply with all applicable federal, state, and local laws, regulations, rules, ordinances, orders, and policies concerning the performance of this Agreement.

17. Notice. Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by certified mail, return receipt requested, postage prepaid, or by any reliable and nationally recognized overnight delivery service, addressed as follows:

To City:

The City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043
Attention: City Manager

To County:

Clay County
477 Houston Street
Post Office Box 1366
Green Cove Springs, Florida 32043
Attention: County Manager

With copy to City Attorney at same address

Notice may also be delivered to such other address as the party to be served may direct by written notice to the other party. If such notice is sent or delivery is made by registered or certified mail, such notice or delivery shall be deemed as served, made and effective seventy-two (72) hours after posting.

18. No Third-Party Beneficiaries. Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

19. Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third party claim or entitlement to or benefit of any service or program contemplated hereunder, and the parties agree that neither the City nor the County or any agent, officer or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to or superior to the community in general or for the purposes contemplated in this Agreement.

20. Amendment. The Agreement may only be modified or amended by written agreement duly authorized and executed by the parties hereto. No oral agreements or representation shall be valid or binding upon either party.

21. Further Assurances. Each party agrees that it will execute and deliver to the other promptly upon demand any and all documents or other instruments, and take such other action as is necessary to give effect to the terms and intent of this Agreement.

22. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

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

24. Waiver. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

25. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein. In no event shall either party or their assigns have any cause of actions against the officers or employees of the other party, or against any elected official of the County or the City based upon or materially related to any finding by any court that any or all provisions of this instrument violate Florida law.

26. Headings. The headings contained in this Agreement are for reference purposes only and

shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

27. **Counterparts.** The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

28. **Entire Agreement.** It is mutually acknowledged and agreed by the parties hereto that this Agreement contains the entire agreement between the County and the City with respect to the subject matter of this Agreement, and that there are no verbal agreements, representations, warranties or other understandings affecting the same.

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

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



ATTEST:

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

CLAY COUNTY, a political subdivision of the State of Florida

By: WFBolla
WFBolla (Aug 30, 2022 09:09 EDT)

Wayne Bolla
Its Chairman

CITY OF GREEN COVE SPRINGS, FLORIDA


By:

Daniel M. Johnson, Mayor

ATTEST:

Erin West, CMC, City Clerk

APPROVED AS TO FORM ONLY:

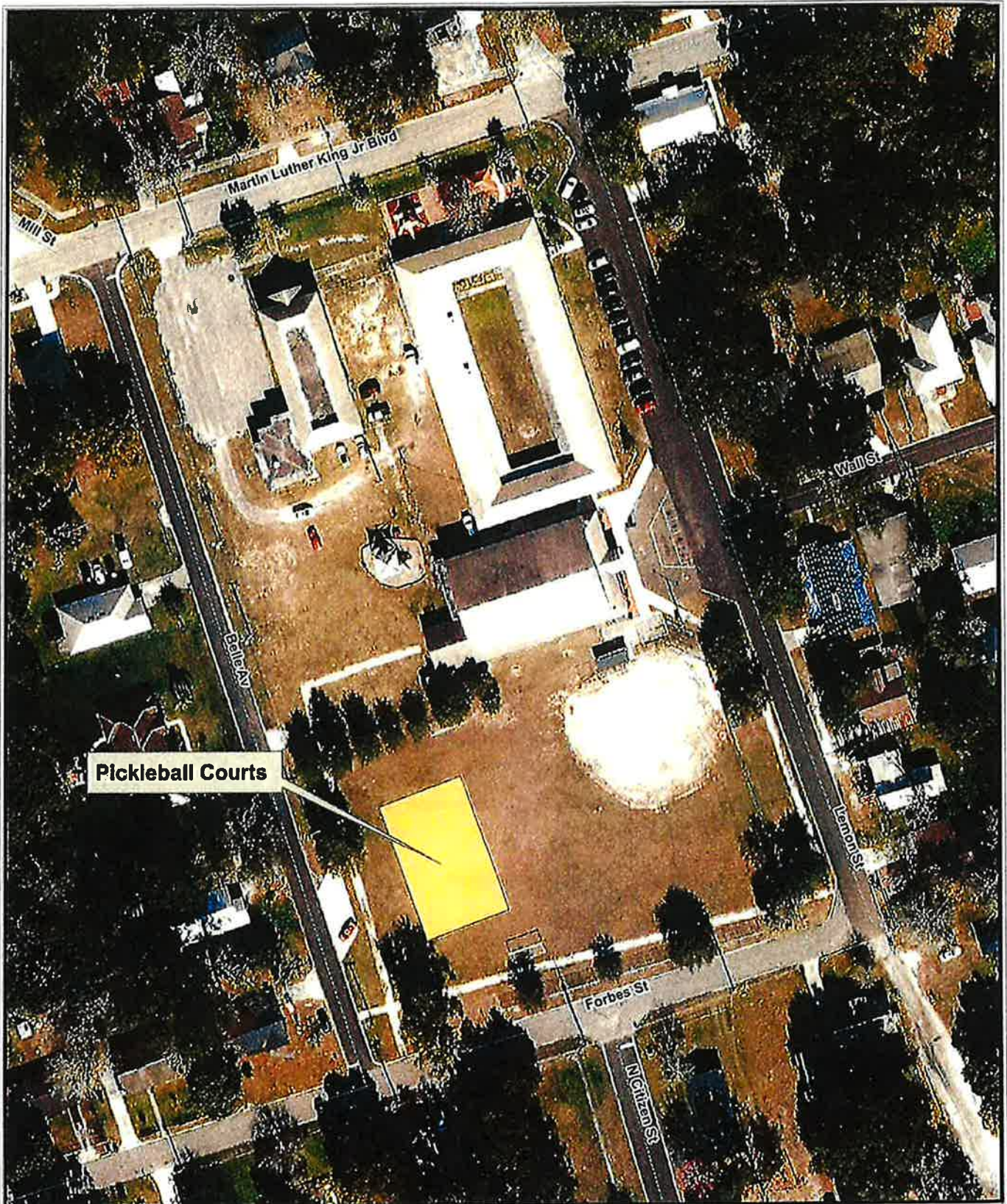


L.J. Arnold, III, City Attorney

F:\Contract\Interlocal\ges\Augusta Savage Pickleball Courts.doc

EXHIBIT A

MAP



Pickleball Courts



0 15 30 60 90 120 150 Feet
This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

Thomas Hogans Memorial Gymnasium City of Green Cove Spring, FL



Created By GIS Department
Map Prepared: 7/29/2022






2021-2022-222 AM3 Augusta Savage Pickleball Courts - AM3

Final Audit Report

2024-01-09

Created:	2024-01-08
By:	Lisa Osha (Lisa.Osha@claycountygov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOUdg1LLLcL0AScW2tybGFXwSOmEU4VQP

"2021-2022-222 AM3 Augusta Savage Pickleball Courts - AM3" History

-  Document created by Lisa Osha (Lisa.Osha@claycountygov.com)
2024-01-08 - 7:54:07 PM GMT
-  Document emailed to Howard Wanamaker (howard.wanamaker@claycountygov.com) for signature
2024-01-08 - 7:54:39 PM GMT
-  Email viewed by Howard Wanamaker (howard.wanamaker@claycountygov.com)
2024-01-09 - 0:53:12 AM GMT
-  Document e-signed by Howard Wanamaker (howard.wanamaker@claycountygov.com)
Signature Date: 2024-01-09 - 0:55:16 AM GMT - Time Source: server
-  Agreement completed.
2024-01-09 - 0:55:16 AM GMT



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** January 16, 2024
FROM: Mike Null, Asst. City Manager
SUBJECT: City Council award of Bid # 2023-14 West Street CDBG Stormwater and Sidewalk Improvements to Besch and Smith in the amount of \$4,700,359.70. *Mike Null*

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.

RECOMMENDATION

Award Bid # 2023-14 West Street CDBG Stormwater and Sidewalk Improvements to Besch and Smith in the amount of \$4,700,359.70.



BID OPENING RECORD SHEET BID #2023-14 NOVEMBER 14, 2023

[illegible]

Recorded by:

Greg Baker, 

Date: 11-14-23

BID OPENING RECORD SHEET BID#2023-14, NOVEMBER 14, 2023
WEST STREET DRAINAGE AND SIDEWALKS

FIRMS NAME	Representative	E-mail/Phone #
Besch + Smith Civil Group	Dean Black	dean@beschandsmith.com 904-240-6393
City of GCS	Greg Bauer	gbauer@greenandespings.com 904-297-7012
Mittauer & Assoc	Jason Shepler	JSHEPLER@MITTAUER.COM 904.644.0644
City of G.C.S	Steve Thomas	sthenas@greenandespings.com 904-297-7058.
GCC, Inc.	Samy Barta	Office@gccivil.com 904-783-4119



AIA Document A310

Bid Bond

ORIGINAL

KNOW ALL MEN BY THESE PRESENTS, that **Besch and Smith Civil Group Inc.** as Principal, hereinafter called the Principal, and **Merchants Bonding Company (Mutual)** a corporation duly organized under the laws of the State of IA as Surety, hereinafter called the Surety, are held and bound unto **City of Green Cove Springs Florida** as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Bid Amount

Dollars(5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

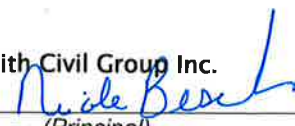
Bid No 2023-14, West Street CDBG Drainage and Sidewalk Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.


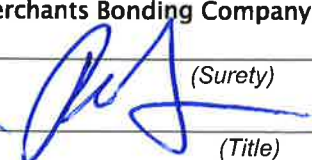
Signed and Sealed this 7th day of November 2023


(Witness)

Besch and Smith Civil Group Inc.


(Principal) (Seal)
President
(Title)

Merchants Bonding Company (Mutual)

 {
(Witness)

(Surety) (Seal)
(Title)
Robert T. Theus Attorney in Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of November, 2023.



William Warner Jr.
Secretary

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Beschard Smith Civil Group Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
345 Cumberland Industrial Ct.

6 City, state, and ZIP code
St. Augustine, FL 32095

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

4	5	-	3	1	6	8	5	6	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Nicole Beal* Date ► *11-13-23*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

PROPOSAL FORM

ORIGINAL

BID NO. 2023-14, West Street CDBG Drainage and Sidewalk Improvements

City's Designated Representative (regarding this Bid Package): Kim Thomas, Executive Assistant, at (904) 297-7500 ext. 3320 or kthomas@greencovesprings.com.

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City of Green Cove Springs, and that the Bid is made without any connection or collusion with any person submitting another Bid for the requested item(s).

Bidder declares and accepts the responsibility for providing the City with all relevant documentation or information to afford the evaluation of their proposal. Further, Bidder understands and accepts that the City reserves the right to base its analysis and award recommendation solely upon the information provided by the Bidder at the time of the bid opening. Additional request for explanations or information shall not be made unless the City deems that such requirements are necessary to facilitate in the evaluation and/or selection of the lowest responsive and responsible bid.

Bidder declares that any deviations are explained on the sheet labeled "Clarifications and Exceptions" and is enclosed within this bid package.

BIDDER: BESCH AND SMITH CIVIL GROUP INC.

ADDRESS: 345 CUMBERLAND INDUSTRIAL CT.

ST. AUGUSTINE, FL 32095

Bidder's Representative (authorized to bind the Bidder and/or Business/Company to the terms, specifications, and proposed prices of the bid):

NICOLE BESCH	PRESIDENT	904-260-6393
(Name)	(Title)	(Phone Number)

Bidder's Signature: Nicole Besch

ADDENDA

The Bidder hereby acknowledges receipt of Addenda No.

1 pertaining to Bid No. 2023-14.

PRICES SET FORTH ARE FIRM FOR A PERIOD OF 60 DAYS AFTER BID OPENING AND ARE NOT SUBJECT TO PRICE ADJUSTMENT. BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THE BID DOCUMENTS.

BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THESE BID DOCUMENTS.

LUMP SUM PRICE FOR WEST STREET DRAINAGE AND SIDEWALKS DESIGNED

BY TOCOI \$ 4,293,549.74

LUMP SUM PRICE FOR HIGHLAND AVENUE SIDEWALKS DESIGNED BY

MITTAUER \$ 670,223.49

TOTAL LUMP SUM BID PRICE: \$ 4,963,773.23

****The entire bid will be awarded to a single contractor. The separate prices are only for grant tracking purposes.**

POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES

DEFINITIONS

1. **SMALL BUSINESS** – An independently owned and operated business concern which employs twenty-five (25) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars as applicable to sole proprietorships. The one million dollar net worth requirement shall include both personal and business investments.
2. **MINORITY BUSINESS ENTERPRISES** - Any small business concern which is organized to engage in commercial transactions, which is at least fifty-one (51) percent owned by minority persons and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession.
3. **CERTIFIED MINORITY BUSINESS ENTERPRISE** - A business enterprise which has been verified by the State of Florida Department of General Services as a minority business enterprise in accordance with the provision of the Small and Minority Business Assistance Act of 1985.
4. **MINORITY PERSONS**- "minority" is defined in Ch. 288.703, Florida Statutes as African American, Hispanic American, Asian American, Native American or American Woman.

ACTION PLAN

In that the City of Green Cove Springs will continuously seek to administer programs funded in part or in total by allocations directly or indirectly from the U.S. Department of Housing and Urban Development, the City will be bound by the provisions of Section III of the Housing and Urban Development Act of 1986, the Equal Opportunity Act, Executive Order 11246, and the City's desire to enhance the opportunities for small and minority businesses and local businesses to participate in contracts with the City.

To accomplish this objective, the City Council establishes and implements the following steps to insure the deployment of affirmative action in expenditures for contractual services, commodities, and construction contracts.

1. To utilize the news media, Chamber of Commerce, State Department of General Services, local advertising services, citizen advisory boards, regional planning councils, listing by federal agencies, and other appropriate sources to identify small and minority business concerns for possible involvement with the City contracts.
2. To maintain and update the listing of small and minority businesses concerns and notify them of contracting opportunities with the City.
3. To maintain records (copies of memoranda, general correspondence, etc.). To determine that all steps in the action plan have been followed.
4. To establish or utilize an existing position to function and the Equal Opportunity Officer to coordinate the implementation of the Affirmative Action Plan with operators of City administered or City funded projects and programs.

POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES

It shall be the policy of the City of Green Cove Springs to require each department, agency, entity, or agent of the City to promote and assist small and minority businesses in gaining entry to do business with the City of Green Cove Springs. By assisting small and minority businesses, the City will help to expand and develop the small and minority business section in and around the City of Green Cove Springs.

For projects assisted by programs providing direct financial assistance from the U.S. Department of Housing and Urban Development (HUD), the City will include the Section III clause of the Housing and Urban Development Act of 1968 in all contracts for work connected with the projects. The City will also comply with the Section III clause which requires:

1. To the greatest extent feasible; opportunities for training and employment are given to low income project area residents.
2. To the greatest extent feasible, contract for work in connection with the project will be awarded to businesses located in, or owned in substantial part by persons residing in the project area.
3. Certifying that parties to the contract are under no obligation which would prevent them from complying.
4. Insuring that the contractor will send labor organizations with which he has had a collective bargaining agreement, a notice stating his commitments under this section and post this notice in places available to employees.
5. Insuring that the contractor will include a "Section III Clause" in every subcontract, and
6. Insuring that the contractor will not subcontract with anyone that has previously violated Section III requirements.
7. Obligate the contractor to provide a preliminary statement of work force needs prior to signing the contract.
8. Include Section III requirements in bid invitations and contract specifications.
9. Cooperate with secretary of Housing and Urban Development in obtaining compliance from the recipient's contractors,
10. Submit to compliance reviews by HUD when necessary, and,
11. Permit HUD access to all required records, accounts, reports books, etc.

NON-BIDDER'S RESPONSE

Should for any reason the vendor/contractor receiving this Bid Invitation package decline to make a proposal please assist us by completing the information requested below and returning it to:

City Hall
Attn: Kim Thomas
321 Walnut Street
Green Cove Springs, FL 32043

Please be sure "**NO BID**" and **Bid No. 2023-14**, clearly shown on the package of this Bid Invitation are clearly shown on the outside of the envelope.

We are not responding to this Bid Invitation for the following reason(s).

1. We do not provide the nature of products or services requested in this bid. _____

2. We are unable to meet the Specifications requested in the bid. _____

3. We are unable to comply with other terms of this Bid Invitation. _____

*Please provide details: _____

4. The bid was too restrictive. _____

5. The bid was not sufficiently clear. _____

Other comments: _____

Vendor/Contractor: _____

Address: _____

Phone: _____

applicable

not

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

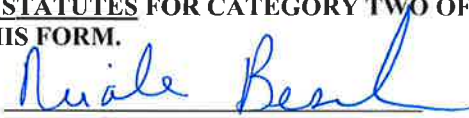
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Green Gove Springs
(print name of the public entity)
by NICOLE BESCH PRESIDENT
(print individual's name and title)
for BESCH AND SMITH CIVIL GROUP INC.
(print name of entity submitting sworn statement)
whose business address is 345 CUMBERLAND INDUSTRIAL CT.
ST. AUGUSTINE, FL 32095
and (if applicable) its Federal Employer Identification Number (FEIN) is 45-3168567
(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as described in paragraph 287.133(1)(a), Florida Statute, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies:**

- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


Signature

Sworn to and subscribed before me this 13th day of NOVEMBER, 20 23

Personally know NICOLE BESCH

Title: PRESIDENT

OR produced identification _____

Notary Public - State of FLORIDA

(Type of identification)

My commission expires AUGUST 6, 2026



HERBERT WAYNE BLANTON, JR.
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH319585

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 Beschard Smith Civil (name of business) does:

Group Inc.

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,

Besch and Smith

Civil Group Inc.

(name of business),

fully complies/does not comply with the above requirements.

Nicole Beal

Vendor/Contractor Signature

11-13-23

Date

REFERENCES

The following are client/customer references for whom Besch and Smith Civil Group Inc (Bidder) has provided products and/or services within the past year similar to those requested in this Bid Invitation. The City of Green Cove Springs may contact the listed references to request such information as it may deem appropriate relative to our company's and its representative's services, professionalism, integrity, reputation, competency and charges. We encourage these references to use complete candor in providing such information to the City of Green Cove Springs to use in its evaluation of our proposal.

Client/Customer	E- Mail Address	Phone No.	Contact Person
Clay County Steve Koteras	Stephen.koteras@claycounty.gov	904-269-6301	Steve Koteras
St. Johns County	t.mashburn@sjcf.us	904-209-0184	Tommy Mashburn
Tim Young Construction	tyoung@timyangconstruction.com	904-305-7055	Tim Young

Below are names, addresses, phone numbers and contact persons (if applicable) of professional or trade association (or similar organization) in which we are a member in good standing. The City of Green Cove Springs is encouraged to verify out status with the following.

(904) 794-4231	Gulfstream Design Group	Matt Lahti	matt@gulfstreamdesign.com
(904) 739-3655	Prosser	Ryan Weilersbacher	ryanw@prosserinc.com

Besch and Smith Civil Group Inc.			
Submitting Respondent			
Niola Bear		11-13-23	
Signature		Date	

TITLE: WEST STREET CDBG DRAINAGE AND SIDEWALK IMPROVEMENTS

CLARIFICATIONS AND EXCEPTIONS

Bidder hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this bid unless deviations from them are clearly indicated on this form below. An authorized representative must sign the Clarifications and Exceptions Form. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.


Vendor/Contractor Signature

11-13-23
Date

PRICES SET FORTH ARE FIRM FOR A PERIOD OF 60 DAYS AFTER BID OPENING AND ARE NOT SUBJECT TO PRICE ADJUSTMENT. BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THE BID DOCUMENTS.

BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THESE BID DOCUMENTS.

LUMP SUM PRICE FOR WEST STREET DRAINAGE AND SIDEWALKS DESIGNED

BY TOCOI \$ 7,843,513.00

LUMP SUM PRICE FOR HIGHLAND AVENUE SIDEWALKS DESIGNED BY

MITTAUER \$ 1,267,918.00

TOTAL LUMP SUM BID PRICE: \$ 9,111,431.00

****The entire bid will be awarded to a single contractor. The separate prices are only for grant tracking purposes.**

POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES

DEFINITIONS

1. **SMALL BUSINESS** – An independently owned and operated business concern which employs twenty-five (25) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars as applicable to sole proprietorships. The one million dollar net worth requirement shall include both personal and business investments.
2. **MINORITY BUSINESS ENTERPRISES** - Any small business concern which is organized to engage in commercial transactions, which is at least fifty-one (51) percent owned by minority persons and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession.
3. **CERTIFIED MINORITY BUSINESS ENTERPRISE** - A business enterprise which has been verified by the State of Florida Department of General Services as a minority business enterprise in accordance with the provision of the Small and Minority Business Assistance Act of 1985.
4. **MINORITY PERSONS**- "minority" is defined in Ch. 288.703, Florida Statutes as African American, Hispanic American, Asian American, Native American or American Woman.

ACTION PLAN

In that the City of Green Cove Springs will continuously seek to administer programs funded in part or in total by allocations directly or indirectly from the U.S. Department of Housing and Urban Development, the City will be bound by the provisions of Section III of the Housing and Urban Development Act of 1986, the Equal Opportunity Act, Executive Order 11246, and the City's desire to enhance the opportunities for small and minority businesses and local businesses to participate in contracts with the City.

To accomplish this objective, the City Council establishes and implements the following steps to insure the deployment of affirmative action in expenditures for contractual services, commodities, and construction contracts.

1. To utilize the news media, Chamber of Commerce, State Department of General Services, local advertising services, citizen advisory boards, regional planning councils, listing by federal agencies, and other appropriate sources to identify small and minority business concerns for possible involvement with the City contracts.
2. To maintain and update the listing of small and minority businesses concerns and notify them of contracting opportunities with the City.
3. To maintain records (copies of memoranda, general correspondence, etc.). To determine that all steps in the action plan have been followed.
4. To establish or utilize an existing position to function and the Equal Opportunity Officer to coordinate the implementation of the Affirmative Action Plan with operators of City administered or City funded projects and programs.

POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES

It shall be the policy of the City of Green Cove Springs to require each department, agency, entity, or agent of the City to promote and assist small and minority businesses in gaining entry to do business with the City of Green Cove Springs. By assisting small and minority businesses, the City will help to expand and develop the small and minority business section in and around the City of Green Cove Springs.

For projects assisted by programs providing direct financial assistance from the U.S. Department of Housing and Urban Development (HUD), the City will include the Section III clause of the Housing and Urban Development Act of 1968 in all contracts for work connected with the projects. The City will also comply with the Section III clause which requires:

1. To the greatest extent feasible; opportunities for training and employment are given to low income project area residents.
2. To the greatest extent feasible, contract for work in connection with the project will be awarded to businesses located in, or owned in substantial part by persons residing in the project area.
3. Certifying that parties to the contract are under no obligation which would prevent them from complying.
4. Insuring that the contractor will send labor organizations with which he has had a collective bargaining agreement, a notice stating his commitments under this section and post this notice in places available to employees.
5. Insuring that the contractor will include a "Section III Clause" in every subcontract, and
6. Insuring that the contractor will not subcontract with anyone that has previously violated Section III requirements.
7. Obligate the contractor to provide a preliminary statement of work force needs prior to signing the contract.
8. Include Section III requirements in bid invitations and contract specifications.
9. Cooperate with secretary of Housing and Urban Development in obtaining compliance from the recipient's contractors,
10. Submit to compliance reviews by HUD when necessary, and,
11. Permit HUD access to all required records, accounts, reports books, etc.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The City of Green Cove Springs
(print name of the public entity)
by Richard C. Gaskin, Jr., President
(print individual's name and title)
for CGC, Inc.
(print name of entity submitting sworn statement)
whose business address is 7036 12th Street W., Jacksonville, FL 32220

and (if applicable) its Federal Employer Identification Number (FEIN) is 37-1785657

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: N.A.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as described in paragraph 287.133(1)(a), Florida Statute, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies:**

- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

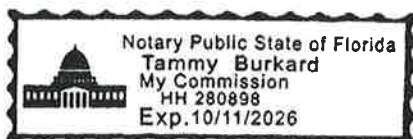

Signature Richard C. Gaskin, Jr., President

CGC, Inc.

Sworn to and subscribed before me this 14th day of November, 2023

Personally know: Yes Title: President
OR produced identification N.A. Notary Public - State of Florida

N.A. My commission expires 10/11/2026
(Type of identification)



 , Tammy Burkard
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 CGC, Inc. (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, CGC, Inc.

(name of business), fully complies/~~does not comply~~ with the above requirements.

Richard C. Gaskin, Jr., President


Vendor/Contractor Signature

, 11/14/2023

Date

REFERENCES

The following are client/customer references for whom CGC, Inc. (Bidder) has provided products and/or services within the past year similar to those requested in this Bid Invitation. The City of Green Cove Springs may contact the listed references to request such information as it may deem appropriate relative to our company's and its representative's services, professionalism, integrity, reputation, competency and charges. We encourage these references to use complete candor in providing such information to the City of Green Cove Springs to use in its evaluation of our proposal.

Client/Customer	E- Mail Address	Phone No.	Contact Person
City of Fernandina Beach,	cgeorge@fbfl.org,	(904) 310-3421,	Charles George, City Engineer
Florida Inland Navigation District,	ieyeington@aicw.org,	(561) 627-3386,	Ian Eyeington, PM
City of Palatka,	jcgriffith@palatka-fl.gov,	(386) 329-0107,	Jonathan Griffith, Project Manager
Florida School for the Deaf and the Blind,	burnsh@fsdbk12.org,	(904) 827-2371,	Addison Burns, III, PM

* For additional project details & additional references please find our attached 5 year work history report.

Below are names, addresses, phone numbers and contact persons (if applicable) of professional or trade association (or similar organization) in which we are a member in good standing. The City of Green Cove Springs is encouraged to verify out status with the following.

Gate Fuel Service, Inc., 9540 San Jose Boulevard, Jacksonville, FL 32241-3627

Lorrie K Miller, Credit Department, lmiller@gatepetro.com, (904) 448-2921

Allen's Towing Service, 2954 Philips Hwy, Jacksonville, FL 32207

Cathy Rozier, cathy@allenstowingservice.com, (904) 398-2330

J.B. Coxwell Contracting, Inc., 6741 Lloyd Road West, Jacksonville, FL 32254

Nicole Dowling, Accounting Department, nicoled@jbcowell.com, (904) 421-4539

Richard C. Gaskin, Jr., President
Submitting Respondent

 11/14/23
Signature Date

TITLE: WEST STREET CDBG DRAINAGE AND SIDEWALK IMPROVEMENTS**CLARIFICATIONS AND EXCEPTIONS**

Bidder hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this bid unless deviations from them are clearly indicated on this form below. An authorized representative must sign the Clarifications and Exceptions Form. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.

CGC, Inc.
Richard C. Gaskin, Jr., President


Vendor/Contractor Signature

November 14, 2023

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.

CITY OF GREEN COVE SPRINGS

By: _____
Mayor

ATTEST:

By: _____
Erin West, City Clerk

CONTRACTOR

CGC, Inc.

By: _____
(Printed Name and Title)
Richard C. Gaskin, Jr., President



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form **Item #7.**
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CGC, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 7036 W. 12th Street	Requester's name and address (optional) City of Green Cove Springs 321 Walnut Street Green Cove Springs, FL 32043
6 City, state, and ZIP code Jacksonville, FL 32220	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
3	7	-	1	7	8	5	6	5	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►		Richard C. Gaskin, Jr. President	Date ►	11/14/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

CGC, Inc., 7036 W. 12th Street , Jacksonville, FL 32220
as Principal, hereinafter called the Principal, and

Pennsylvania Insurance Company, P.O. Box 3646 , Omaha, NE 68103
a corporation duly organized under the laws of the State of New Mexico as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Green Cove Springs, 321 Walnut Street, Green Cove Springs, FL 32043
as Obligor, hereinafter called the Obligor, in the sum of FIVE Percent of the amount bid

Dollars (\$ 5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

2023-14 West Street CDBG Drainage and Sidewalk Improvements, Martin Luther King, Jr., West Street and Highland Ave, Green Cove Springs, Florida

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of November, 2023.


(Witness)

Tammy Burkard, Witness


(Witness)

(Witness)

CGC, Inc.

(Principal)

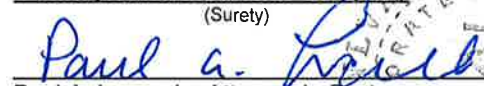
(Seal)

Richard C. Gaskin, Jr., President

Pennsylvania Insurance Company

(Surety)

(Seal)


Paul A. Locascio, Attorney-in-Fact
& Florida Licensed Resident Agent

California Insurance Company · Continental Indemnity Company · Illinois Insurance Company · Pennsylvania Insurance Company

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. WALFWB01_0523

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

Benjamin H. French, Brenda Waldorff Neill, K. Wayne Walker L. Dale Waldorff, Rebekah F. Sharp, Ronald J. Hays, Trava Ridlon, William Scott Neill, Paul A. Locascio, Joshua T. Morgan

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

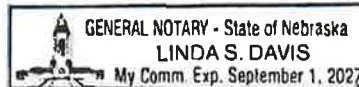
California Insurance Company, Continental Indemnity Company,
Illinois Insurance Company, Pennsylvania Insurance Company

By Jeffrey A. Silver Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, depose and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.



Linda S. Davis
(Notary Public)

I, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, New Mexico Corporations of Santa Fe, New Mexico, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 14 day of November, 2023.

Jeffrey A. Silver
Jeffrey A. Silver, Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY

THAT Richard C. Gaskin, Jr., is President/Secretary of CGC, Inc., located at 7036 W 12th St., Jacksonville, FL 32220 and he is hereby authorized to execute the Bid Documents dated, November 14, 2023, and that his execution thereof, attested by the Vice President/Assistant Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 14th day of November, 2023.

(seal)


Richard C. Gaskin, Vice President/Assistant Secretary



Sworn and subscribed to me this 14th day of November, 2023

Notary Public


Signature

Tammy Burkard
Printed

My Commission Expires: 10/11/2026





CERTIFICATE OF LIABILITY INSURANCE

DATE: 11/03/2023
Item #7.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GHG Insurance 1000 Riverside Ave., Suite 500 Jacksonville FL 32204	CONTACT NAME: Abby Hinson	FAX (A/C, No): 904-421-8601	
	PHONE (A/C, No, Ext): 904-421-8613	E-MAIL ADDRESS: ahinson@ghgins.com	
INSURED CGC Inc. 7036 West 12th Street Jacksonville FL 32220	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Westfield Insurance Company		24112
	INSURER B: Westchester Surplus Lines Insurance Company		10172
	INSURER C: ICW Group		27847
	INSURER D: Progressive Express Insurance Company		10193
	INSURER E: StarStone Specialty Insurance Company		44776
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1091047076

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CWP5147175	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			964613595	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			74063N220ALI	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WFL505900802	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A B	Leased/Rented Equipment Installation Floater Pollution Liability			CWP5147175 CWP5147175 G71754157004	12/31/2022 12/31/2022 10/28/2022	12/31/2023 12/31/2023 10/28/2023	\$750,000 \$200,000 \$1,000,000/\$2,000,000 \$2,500 Ded, ACV \$500 Ded 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project - Walnut Street Improvements, Bid # 2023-08

Certificate holder is included in blanket additional insured as required by written contract prior to a loss.

CERTIFICATE HOLDER

CANCELLATION

City of Green Cove Springs
321 Walnut St.
Green Cove Springs FL 32043

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CIVIL | GENERAL

CGC, Inc.

5 YEAR JOB HISTORY

CGC Job #	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTACT INFORMATION	PRIME & JOBSITE ADDRESS
C-23-08	Florida School for the Deaf and the Blind - Site Contractor Services 2023 ACTIVATIONS Cary White N. Parking Lot and Hogel Parking Lot Site preparation, Remove and store wheel stops, Sawcut, Demolish asphalt and concrete, Rework and add to existing limestone to achieve proposed elevations, Grading, 2" S-III Asphalt pavement, Painted pavement markings, Reinstall wheel stops provided by FSDS, Hogel Parking Lot, Mill 1.5", 1.5" SP-9.5 Asphalt pavement, Painted pavement markings, Grading Revisions and 4" Asphalt	St. Johns County, FL	\$513,330.00	2023 / 2023 July / August	Florida School for the Deaf and the Blind 207 N. San Marco Avenue St. Augustine, FL 32084 Addison Burns, III Project Manager burnsh@fsdbk12.org PH (904) 827-2371, FX (904-827-2331 Solicitation# RFP-18-017 / 2023 Activations FSDB Contract# C18024; FLID# 00911	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: 207 N. San Marco Avenue St Augustine, FL 32084
C-23-07	Sidewalk Replacement for the Community Disaster Block Grant Entitlement Program Clay County Contract No. 2022-2023-215 To replace select locations of sidewalk throughout Clay County. These locations include sidewalk improvements to portions of Parkwood Drive, Glendening Road, Dunwoodie Road, Gwinnett Road, Tocca Road, Edison Drive and Sonora Drive.	Clay County, FL	\$306,850.00	2023 / 2023 July / Sept	Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043 Clay County Contract No. 2022-2023-215 Invitation For Bid #22/23-050 Sidewalk Replacement for the Community Disaster Block Grant Entitlement Program PO-1005579	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: Jobsite Address:
C-23-01	Citrona Drive Pedestrian Improvement from Hickory St. to Beech St. - Nassau County This project consists of sidewalk replacement, signing and pavement marking upgrades along Citrona Drive from Hickory Street to Beech Street in Nassau County, Florida. The Work also includes maintenance of traffic and other incidental items needed to complete the Work. (FDOT LAP)	Nassau County, FL	\$222,362.00	2023 / 2023 June / July	Megan Whitmore, DRMP, Inc. (CEI firm) mwhitmore@drmp.com 8001 Belfort Parkway, Suite 200 Jacksonville, FL 32256-6968 Ph (904) 641-0123 Fx (904) 641-8858 Robert T. Companion, PE Deputy County Manager - County Engineer Nassau County, FL Board of County Commissioners, 96135 Nassau Place, Yulee, Florida 32097, Ph (904) 530-6010 rcompanion@nassaucountyfl.com	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: Citrona Drive (from Hickory St. to Beech St.) Fernandina Beach, FL 32034
C-22-08	Lake City Gateway Airport; Realignment of Taxiway C and the Milling and Overlay of the Terminal Apron and Taxiways Work items include new taxiway construction, taxiway reconstruction, earthwork, limestone base, milling, P-401 bituminous pavement, installation of new aircraft tie down anchors, taxiway lighting, airfield pavement markings, and sodding.	Columbia County, FL	\$2,508,750.45	2023 / 2023 May / October	City of Lake City (ITB-013-22) 205 N Marion Ave., Lake City, FL 32055 Passero Associates, LLC 4730 Casa Cola Way, Suite 200 St Augustine FL 32095-6116 Leona Lewis, PE, Aviation Project Manager Ph (904) 447-4645, llewis@passero.com PA PROJECT NO. 20070044.0023R FAA AIP No. 3-12-0039029-2022	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: Lake City Gateway Airport 3524 E US Hwy 90 Lake City, FL 32055
C-22-06	St. Johns Avenue Streetscape Improvements, City of Palatka Reconstruction of 8EA downtown intersections. Work items include pavement demolition and milling, earthwork, storm drainage modifications, curb and sidewalk, paver bands, 1.5" aggregate base construction with geotextile fabric and geogrid layers, 21,000 SF of permeable concrete pavers, and pavement markings.	Putnam County, FL	\$2,158,581.50	2022 / 2023 November / March	The City of Palatka (ITB) 2022-13 201 N. Second St., Palatka, FL 32177 Mandi Tucker, (386) 329-0100 Grants Administrator/Project Manager mtucker@palatka-fl.gov Hanson Professional Services, Inc. 8075 Gate Pkwy W Suite 204 Jacksonville, FL 32216 Daryl Myers, P.E., Project Manager (904) 418-5136, dmyers@hanson-inc.com	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: St. Johns Ave Streetscape Improvements (From 13th Street to 4th Street)

Item #7.	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTACT INFORMATION	PRIME & JOBSITE ADDRESS
C-22-04	CDBG Louie Carter Road Resurfacing Roadway improvements along Louie Carter Road from CR 218 to Centerwood Ave. for the FY2021-2022 CDBG Program. Work activities include but are not limited to the following: AC SP – 9.5 Traffic Level B, milling, and pavement marking.	Clay County, FL	\$260,706.16	2022 / 2022 February / August	Clay County Board of County Commissioners 477 Houston Street Green Cove Springs, FL 32043 Stephen E Koteras, Senior Construction Project Manager Clay County Engineering Department Stephen.Koteras@claycountygov.com Ph: (904) 269-6301 FX: (904) 278-3728 PO# 1001987, Contract No. 2021/2022-187	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: Louie Carter Road from CR 218 to Centerwood Ave, Clay County, Florida 32234
C-22-03	FSDB Site Contractor 2022-Activacations (Site Contractor Services ITB# RFP-18-017) Contract Activation #2 and Activation #3 Roadway base and pavement repairs.	St. Johns County, FL	\$8,920.00	2022 / 2022 June / June	Florida School for the Deaf and the Blind 207 N. San Marco Avenue St. Augustine, FL 32084 Addison Burns, III Project Manager burnsh@fsdbk12.org PH (904) 827-2371, FX (904)-827-2331 Solicitation# RFP-18-017 / 2022 Activations FSDB Contract# C-18024; FLID # 00911	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: 207 N. San Marco Avenue St. Augustine, FL 32084
C-22-02	Transient Aircraft Parking Apron Rehabilitation Pavement and drainage improvements to include Approximately 18,000sy of bituminous cold milling and FAA P-401 bituminous paving, installation of new aircraft tie down anchors, reinforced concrete pipe lining, replacement of FDOT Type G inlet, and airfield pavement markings and Fuel Resistant Asphalt Surface Course.	Nassau County, FL	\$1,188,680.88	2022 / 2023 Nov / Feb	City of Fernandina Beach 1180 S. 5th Street Fernandina Beach, FL 32034 Passero Associates, LLC 4730 Casa Cola Way, Suite 200 St. Augustine FL 32095-6116 Harrison Korb, E.I., Aviation Staff Engineer hkorb@passero.com PH (904) 224-7089, FX (904) 757-6107	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: Fernandina Beach Municipal Airport 700 Airport Road Fernandina Beach, FL 32034
C-22-01	F.I.N.D. SJ-14 Weir and Walkway Replacement Excavation of a portion of the earthen embankment to remove/replace buried piping, Fabrication and installation of three steel box weirs. Installation of 3ft thick concrete foundation for steel box weirs and associated foundations of walkway footers. Fabrication and installation of aluminum access walkway structure. Installation of fusion-welded HDPE piping including all piping, fittings, and pipe hold-down footers. Reconstruction of the earthen embankment, grading, grassing, and other associated work.	St. Johns County, FL	\$1,163,187.00	2022 / 2022 February / August	Florida Inland Navigation District 1314 Marchnski Rd, Jupiter, FL 33477 (561) 627-3386 Taylor Engineering 10199 Southside Blvd., Suite 310 Jacksonville, Florida 32256 Certificate of Authorization #4815 Ph: (904) 731-7040 Fx: (904) 731-9847 Jonathan (JB) Brumfield, P.E. jbrumfield@taylorengineering.com	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite: St. Johns Co. Nocatee Parkway (30.117397N / 81.404879W) St. Johns County, FL 32081 The SJ-14 project area is — located about 1.5 miles west of the ICWW, just west of the intersection of Davis Park Road and Nocatee Parkway in St. Johns County
C-21-02	Waterfront Roadway Improvements City of Fernandina Beach (Ash St. Centre St. & Alachua St. @ Front St.) Beach Waterfront Roadway Improvements along Front Street. The work involved shifting Front Street to the west at Ash Street, Centre Street, and Alachua Street existing railroad crossings to allow room for the new railroad crossing traffic control devices. Work items include pavement demolition, earthwork, limerock base, construction of an unloading zone area, concrete retaining wall, non-mountable curb, stamped concrete sidewalk, asphalt pavement, pavement marking, sodding, decorative aluminum fencing with CMU columns.	Nassau County, FL	\$1,232,886.58	2022 / 2022 August / December	City of Fernandina Beach 1180 S. 5th St., Fernandina Beach, FL 32034, (904) 310-3421 Charles George, City Engineer cgeorge@fbi.org Passero Associates, LLC 4730 Casa Cola Way, Suite 200 St. Augustine FL 32095-6116 Christopher Nardone, AIA, Sr. Project Architect PH (904) 224-7082, FX (904) 757-6107 cnardone@passero.com	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: Ash Centre & Alachua Street Fernandina Beach, FL

Item #7.	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTACT INFORMATION	PRIME & JOBSITE ADDRESS
C-21-01	Palatka Transportation Hub (Palatka Train Depot) Construction of a new parking lot for a train station. Work items include pavement demolition, earthwork, curb and sidewalk, 15.5" aggregate base construction with geotextile fabric and geogrid layers, permeable concrete pavers, pavement markings, signage, and coordination with Florida Power and Light to install the lighting system.	Putnam County, FL	\$1,394,500.01	2021 / 2022 June / June	The City of Palatka 201 N. Second St., Palatka, FL 32177 Mandi Tucker, Grants Administrator/Project Manager (386) 329-0100, FX 386-329-0106 mtucker@palatka-fl.gov Via Landscape Architect: Ayres Associates 8875 Hidden River Parkway, Suite 200 Tampa, FL 33637-1035 Chris Silewski, PLA, (813) 978-8688 SilewskiC@AyresAssociates.com	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: Palatka Transportation Hub (Palatka Train Depot Site) 220 N. 11th St. Palatka, FL 32177
C-20-06	Runway 4-22 Rehabilitation Fernandina Beach Municipal Airport Bituminous pavement rehabilitation and reconstruction of the southwestern most portion of Runway 4-22 (3,800-feet long by 100-feet wide), replacement of edge and threshold lights with new LED fixtures, isolation transformers, and cable, replacement of existing constant current regulator, installation of new pavement marking for entire runway length, pipe lining approximately 2,300 ft of 18", 24" and 30" RCP, & top soiling and sodding.	Nassau County, FL	\$2,228,223.05	2020 / 2021 Oct / Jan	The City of Fernandina Beach Fernandina Beach Municipal Airport CITY OF FERNANDINA BEACH, 204 Ash Street, Fernandina Beach, FL 32034 Passero Associates, LLC 4730 Casa Cola Way, Suite 200 St. Augustine FL 32095-6116 Brad Wente, PE PH (904) 224-7089, FX (904) 757-6107 bwente@passero.com	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: Fernandina Beach Municipal Airport 700 Airport Road Fernandina Beach, FL 32034
C-20-05	Taxiway D Reconstruction Northeast Florida Regional Airport Relocation of 2,000 LF x 35 feet wide Taxiway D, reconstruction of 410 LF x 35 feet wide Taxiways D3 & D4, and reconstruction/new-construction of associated (attached) taxiway connectors. Also included is replacement of associated edge lighting and required airfield signage, and stormwater drainage improvements including new dry stormwater ponds and the enclosure of 1,350 LF of existing open ditches.	St. Johns County, FL	\$3,146,043.99	2021 / 2021 March / Sept	St. Augustine – St. Johns County Airport Authority 4796 U.S. 1 North St. Augustine, FL 32095 Passero Associates, LLC 4730 Casa Cola Way, Suite 200 St. Augustine FL 32095-6116 Brad Wente, PE PH (904) 224-7089, FX (904) 757-6107 bwente@passero.com	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: Northeast Florida Regional Airport 4900 US Highway 1, North St. Augustine, FL 32095
C-20-04	North Tank Trail Emergency Repair #212074) Camp Blanding Joint Training Center Clearing & Grading 300' section of road, Drainage, Rip Rap with fabric underlayment and articulating concrete block (aka concrete waffles).	Clay County, FL	\$318,747.00	2020 / 2020 Aug / Nov	The Department of Military Affairs 2305 State Road 207 St. Augustine, FL 32086 Project#212074 William R. (Bill) Webber, Project Manager (BLDG # 2067) Cell (904) 682-2201 william.r.webber.mfg@mail.mil	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: Camp Blanding Joint Training Center, 5629 State Road 16 West, Building 3010 Starke, FL 32091
C-20-03	Miner Road Widening Clearing & Grubbing, Widening of existing asphalt pavement, Resurfacing of existing asphalt pavement, Drainage Structure, Concrete Curb & Gutter, Type F Concrete Sidewalk, Removal of Existing Concrete, Earthworks, Sodding, Erosion Control, Traffic maintenance and protection, Signing & Pavement Markings & Signalizations	Nassau County, FL	\$149,869.43	2020 / 2020 June / Oct	Contract GS-19-247 / CM2835 ITB# NC20-003 Nassau County Board of County Commissioners, Contract Management Department, 96135 Nassau Place, Suite 2 Yulee, Florida 32097 Robert Companion, Project Manager (904) 530-4060 rcompanion@nassaucountyfl.com	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: Nassau Co. @ Miner Road (904) 530-4060
C-20-02	JEA - Deerwood Park Blvd Roadway & Bridge Improvements (JEA's portion of project) (JEA PO# 189175)	Duval County, FL	\$315,413.75	2020 / 2021 June / June	JEA, 21 W. Church Street Jacksonville, FL 32202 JEA PO# 189175 / IFB# CP-0635-19 Michael R. Barber, BarbMR@jea.com Off: 904-665-6754 / Cell: 904-591-5725	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM

Item #7.	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTRACT INFORMATION	PRIME & JOBSITE ADDRESS
C-20-01	COJ - Deerwood Park Blvd Roadway & Bridge Improvements (COJ Contract# 10449-04) Roadway construction, bridge construction, concrete and asphalt removal, drainage removal, concrete pavement, drainage construction, curb and gutter, lighting construction, signalization construction, ITS construction, utility adjustments, utility construction and sodding.	Duval County, FL	\$2,798,861.89	2020 / 2021 June / June	The City of Jacksonville, Florida (c/o Public Works Department) 214 North Hogan Street, 10th Floor Jacksonville, Florida 32202 Contract# 10449-04 Thomas McKnight, Capital Improvement Construction Manager 214 North Hogan Street, 10th Floor Jacksonville, Florida 32202 (904) 255-8744 / MCKnight@coj.net	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: Deerwood Pk Blvd & Centurion Parkway North (General Area) Jacksonville 32256
C-19-09	Huguenot Revetment (Huguenot Memorial Park Access Road and Revetment Rehabilitation) Roadway construction and revetment rehabilitation at Huguenot Memorial Park (COJ Contract# 10449-03) Work consisted of furnishing all labor, materials & equipment necessary for roadway construction and revetment. To include removing existing reclaimed concrete used as revetment and replacing with granite armor stone installed with geogrid underlayment.	Duval County, FL	\$3,115,734.00	2020 / 2021 Mar / June	The City of Jacksonville, Florida Frederick Sumter, Project Manager Public Works- Engineering & Construction Management (904) 255-8760 214 North Hogan Street, 10th Floor Jacksonville, Florida 32202 tsumter@coj.net Contract# 10449-03 / ITB# CF-0191-19	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: 10980 Heckscher Drive Jacksonville, FL 32226
C-19-08	FIND-Dredged Material Management Area Du-2 & SJ-1 Shoreline Improvements; Bank & Shore Revetment Shoreline protection and general site work at DMMA DU-2 and SJ-1. Scope of work includes stone placement, constructing off loading pads, road stabilization and grading, and grassing and shoreline planting.	Duval County, FL & St. Johns County FL	\$1,488,497.00	2019 / 2020 Nov / June	Florida Inland Navigation District (F.I.N.D.) 1314 Marcinski Road, Jupiter, FL 33477 PH (561) 627-3386, Janet Zimmerman Assistant Executive Director jzimmerman@aicw.org Taylor Engineering, Inc., 10199 Southside Blvd., Suite 310, Jacksonville, FL 32256 Mitch Doll, P.E. Watertfront Engineer PH (904) 256-1343 mdoll@taylorengineering.com	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: Duval Co. Project Location (East of Sawpit Rd) SECTION: 36, TOWNSHIP: 01N RANGE: 28E St. Johns Co. Project Location (West of Matanzas River) SECTION: 15 TOWNSHIP: 9S, RANGE: 30E
C-19-07	Palatka RW 17 & TW C3 Improvements, Palatka Municipal Airport Removal and Construction of Taxiway C3, Airport Lighting & Markings at RW 17, Subgrading Grading, Drainage, Ponds, Storm Sewer, Muck Excavation, Finish Grading Limerock, Asphalt Paving, Relocate Signs, Taxiway Edge Lighting, Runway Edge Lighting, Pavement Markings	Putnam County, FL	\$393,802.06	2020 / 2020 Feb / April	City of Palatka, Clerk of Courts Office 201 N. 2nd Street, Palatka FL 32177 PH (386) 329-0100, FX (386)-329-0106, Betsy J. Driggers, Intern City Manager, bdriggers@palatka-fl.gov Passero Associates, LLC 4730 Casa Cola Way, Suite 200 St. Augustine FL 32095-6116 PH (904) 757-6106 / FX (904) 757-6107 David F. Harris III, Senior Construction Inspector, DHarris@passero.com PASSERO PROJECT# 24000010.0056	Jobsite Address: 4015 Reid Street (Hwy 100) Palatka, FL 32177
C-19-06	FSDB Maintenance Contract Work (Activation #1) (Site Contractor Services Solicitation# RFP-18-017) <u>Contract Activation #1</u> , Sidewalk at Gore Hall and Near Dumpster Pad	St. Johns County, FL	\$54,440.00	2019 / 2019 Sept / Sept	Florida School for the Deaf and the Blind 207 N. San Marco Avenue St. Augustine, FL 32084 Addison Burns, III Project Manager burnsh@fsdbk12.org PH (904) 827-2371, FX (904)-827-2331 Solicitation# RFP-18-017 / Activation #1 FSDB Contract# C18024; FLID # 00911	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: Florida School for the Deaf & the Blind 207 N. San Marco Ave. St. Augustine, FL 32084

Item #7.	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTACT INFORMATION	PRIME & JOBSITE ADDRESS
C-19-05	CR121 Storm Drain Replacement Removed failed CMP Storm Drain Culvert and replaced with two runs of 48" ERCP, forty feet in length each run at the existing elevation of the flowline of the drainage canal. Grassed all slopes and disturbed areas. Project included asphaltting & striping.	Nassau County, FL	\$140,915.00	2019 / 2020 Dec / Jan	Nassau County Board of County Commissioners 76347 Veterans Way, Suite 4000 Yulee, FL 32097 David Hearn, Assistant Road Director dhearn@nassaucountyfl.com PH (904) 530-6175 / FX (904) 845-3613 CELL (904) 753-4005 PO# 19000373-00	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: CR121 Nassau Co. Owner: Nassau County Road & Bridge 37356 Pea Farm Road Hilliard, FL 32046
C-19-04	FSDB Campus Infrastructure, Roadway Improvements West (Utility Admin) City of St. Augustine's Sanitary Sewer Work portion of FSDB Roadway West Project.	St. Johns County, FL	\$97,462.00	2019 / 2019 May / July	City of St. Augustine Public Works Department, PO Box 210 St. Augustine, FL 32085-0210 Jonathan C. Foster, P.E. jfoster@citystaug.com, PH (904) 209-4273 PO#20191057-02 FY 2019	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: Florida School for the Deaf & the Blind, 207 N. San Marco Ave., St. Augustine, FL 32084
C-19-03	FSDB Campus Infrastructure, Roadway West Improvements - RFP-18-074 FSDB Roadway improvements of portions of the site's West perimeter road to include but not limited to: asphalt milling, grading, linerrock, paving, culvert, striping, drainage structures, underground utilities, irrigation, sodding, seeding, concrete curbs, sidewalk, standard & detectable warning pavers.	St. Johns County, FL	\$1,027,380.20	2019 / 2019 June / Aug	Florida School for the Deaf and the Blind 207 N. San Marco Avenue St. Augustine, FL 32084 Addison Burns, III Project Manager burnsh@fsdck12.org PH: 904-827-2371 FX: 904-827-2331 Solicitation RFP-18-074 Contract# C18108: FLID: # 00990	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: Florida School for the Deaf & the Blind 207 N. San Marco Ave. St. Augustine, FL 32084
C-19-02	Belmore Forest Stream Crossing Restoration of the trail road with the placement and stabilization of culverts in the stream bottom.	Clay County, FL	\$98,584.63	2019 / 2019 April / June	St. Johns River Water Management District 7775 Baymeadows Way Suite 102, Jacksonville, FL 32256-7538 Ryan Spohn, Project Manager Rspohn@sjrwmd.com PH (904) 448-7914 Custodian of Public Records: District Clerk (386) 329-4127 clerk@sjrwmd.com Contract #33957	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: Belmore State Forest located NE Florida in southern clay county approx. 15 miles west of Green Cove Springs and 20 miles SW of Orange Park
C-19-01	North Point II Infrastructure Demolition of asphalt, Concrete Pavement, and Utilities, Clearing and Grubbing, Pond Excavation, Fence, Storm Drainage, Asphalt Paving.	Duval County, FL	\$883,747.00	2019 / 2020 May / March	Northwest Jacksonville Community Development Corporation (NJCDC) (Northwest Jacksonville CDC) 3416 Moncrief Road Ste. 200 Jacksonville, FL 32209 Paul Tutwiler, CEO ptutwiler2003@yahoo.com PH (904) 598-9196 / FX (904) 598-9197 COJ Development # 9386.000	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: 3421 Moncrief Road Jacksonville, FL, 32209
C-18-09	Landrum Middle School Drainage & Pipe Damage Repair (Hurricane Irma Project) Drainage Culvert and Pipe Damage Repair	St. Johns County, FL	\$112,747.00	2018 / 2018 Nov / Dec	St. Johns County School District SUCS Facilities New Construction 40 Orange Street, St. Augustine, FL 32084 Paul Rose, P.E., Executive Director for Facilities & Operations Paul.Rose@sjcloms.k12.fl.us PH (904) 547-8150 / FX (904) 547-8155 Purchase Order# P050025 dated 9/27/18	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: Alice B. Landrum Middle School 230 Landrum Ln Ponte Vedra Beach, FL 32082

Item #7.	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTACT INFORMATION	PRIME & JOBSITE ADDRESS
C-18-08	Huguenot Memorial Park - Access Road Improvements Clearing and Grubbing, Earthwork, Drainage, Maintenance of Traffic, Asphalt Pavement, Concrete Sidewalk, Signage, Striping and Landscaping.	Duval County, FL	\$665,747.00	2018 / 2019 Oct / May	City of Jacksonville 117 W. Duval Street, Suite 480 Jacksonville 32202 Rob Bendig, Project Manager VIA Consulting Services, Inc. 10250 Normandy Blvd., Suite 304 Jacksonville, FL 32221 Ph (904)783-9842 Fx (904) 619-9617 rbendig@via-cs.com COJ Contract #10449-01	Jobsite Address: 10980 Heckscher Drive, Jacksonville, FL 32226 Prime: CGC, Inc.
C-18-07	Hogan's Creek Greenway- JEA Section (Lap Project) Project includes all work necessary to construct 500 feet of asphalt and fencing as required in the plans.	Duval County, FL	\$192,953.78	2018 / 2018 Sept / Dec	City of Jacksonville, 117 W. Duval Street, Suite 480, Jacksonville 32202 <u>Construction & Engineering Services</u> <u>Consultants, Inc.</u> , 9432 Baymeadows Road, Suite 100, Jacksonville, FL 32256 Lynn A. Westbrook, P.E., Sr. PM lwestbrook@candesconsults.com PH (904) 652.1186 / FX (904) 652.1191 COJ Contract# 10449 / Bid #CF-0013-18	Prime: CGC, Inc. JEA Jobsite Address: 1023 LAURA STREET NORTH RE #074239-0000 1002 MAIN STREET NORTH RE #070781-0100 JACKSONVILLE, FLORIDA 32202
C-18-06	Allied Plastics Site Modification Sidewalks, Curb & Gutter, Parking Lot, Building Pad Earthwork	Duval County, FL	\$102,189.00	2018 / 2018 Mar / Sept	Allied Plastics Co., Inc., 2001 Walnut Street Jacksonville, FL 32206 Crabtree Construction Company Ryan Crabtree, LEED AP PH (904) 354-3666 FX (904) 354-37701 ryan@crabtreeconst.com Subcontract No. 170021-04, Job No. 170021	Crabtree Construction Co. 4495-304 Roosevelt Blvd #318 Jacksonville, FL 32210 Jobsite Address: Allied Plastics Co., Inc. 2001 Walnut St Jacksonville, FL 32206
C-18-05	CDBG 2018: JORDAN PARK WALKING PATH The project consists of furnishing all labor, equipment and materials necessary for the site preparation and construction of approximately 850 linear feet (LF) of ADA compliant concrete walking path (sidewalk), 5' wide and 5" thick, within Jordan Park to provide patrons greater accessibility to park amenities	Duval County, FL	\$57,337.50	2018 / 2018 April / May	City of Atlantic Beach 1200 Sandpiper Lane Atlantic Beach, FL 32233 Scott Williams, Public Works Director swilliams@coab.us PH: (904) 247-5834, FX (904) 247-5843 CITY Bid #/ Contract# 1718-04 PO# 181089	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: Jordan Park 1671 Francis Avenue Atlantic Beach, FL 32233
C-18-04	Road Paving and Repairs Various Schools Phase 4; Kirby Smith MS #25 * Parking Lot Addition (PO# 4518012562)	Duval County, FL	\$100,846.50	2018 / 2018 June / August	The School Board of Duval County, FL Office of Design & Construction 1701 Prudential Drive, 5th Floor Jacksonville, Florida 32207 Paul A. Soares, P.E. Executive Director, Design, Construction, and Contracts, SoaresP@duvalschools.org Project No. M-88380 / OFDC-ITB-004-18	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite/School Address: Kirby Smith Middle School #25 Parking Lot Addition 2034 Hubbard St. Jacksonville, FL 32206
C-18-03	Road Paving and Repairs Various Schools Phase 3; San Pablo ES No. 80 * Entry Road Improvements	Duval County, FL	\$258,751.00	2018 / 2018 June / August	The School Board of Duval County, FL Office of Design & Construction 1701 Prudential Drive, 5th Floor Jacksonville, Florida 32207 Paul A. Soares, P.E., Executive Director, Design, Construction, and Contracts, SoaresP@duvalschools.org PH: (904) 390-2498, FX: (904) 390-2265 Project No. M-83580 / OFDC-ITB-003-18	Jobsite/School Address: San Pablo Elementary School No. 80 801 18th Ave. N. Jacksonville Beach, FL 32250

Item #7.	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTACT INFORMATION	PRIME & JOBSITE ADDRESS
C-18-02	Road Paving and Repairs Various Schools Phase 3; Chaffee Trail ES No. 142 * Road Improvements	Duval County, FL	\$121,747.00	2018 / 2018 June / August	The School Board of Duval County, FL Office of Design & Construction 1701 Prudential Drive, 5th Floor Jacksonville, Florida 32207 Paul A. Soares, P.E. Executive Director, Design, Construction, and Contracts, SoaresP@duvalschools.org Project No. M-83580/ OFDC-ITB-003-18	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite/School Address: Chaffee Trail Elementary School No. 142 11400 Sam Canuso Way Jacksonville, FL 32221
C-18-01	Vaulted Stormwater System At Palatka Riverfront Park Convert ponds to underground stormwater retention systems.	Putnam County, FL	\$397,917.50	2018 / 2018 April / August	City of Palatka, 201 N. Second Street, Palatka, FL 32177; Passero Associates, LLC 4730 Casa Cola Way, Suite 200 St. Augustine, FL 32095 David F. Harris III, Senior Construction Inspector, DHarris@passero.com PH (904) 757-6106 / FX (904) 757-6107 Passero Project# 24000010 58 ITB No. 2018-02	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: 301 River Street Palatka FL 32177
C-17-05	Orange Park Country Club Amenities Site Modifications Site Modifications, Milling, Grading, Striping & Signage, Storm Drainage	Clay County, FL	\$112,222.00	2017 / 2018 Dec / Mar	Owner OPCC OA c/o Leland Management Orange Park Country Club Owner Association, Inc. Crabtree Construction Company Mike Crabtree, President mike@crabtreeconst.com PH (904) 354-3666 / FX (904) 354-3770 Subcontract No. 170020-01, Job# 170020	Crabtree Construction Company 4495-304 Roosevelt Blvd #318 Jacksonville, FL 32210 Jobsite Address: 620 Cherry Grove Road Orange Park, FL 32073
C-17-03	Campus Infrastructure, Roadway (East) Improvements FSDB Roadway improvements of portions of the site's perimeter road to include but not limited to: asphalt milling, grading, linerock, paving, culvert, striping, drainage structures, irrigation, sodding, seeding, concrete curbs, detectable warning ramps. Installed approximately 1005 LF of concrete and HDPE culvert, along with associated structures & MES.	St. Johns County, FL	\$1,312,525.64	2017 / 2018 June / February	Florida School for the Deaf and the Blind 207 N. San Marco Avenue St. Augustine, FL 32084 Addison Burns, III Project Manager burnsh@fsdbk12.org PH: 904-827-2371 FX: 904-827-2331 Project No. 2017-0003 / RFP-16-018	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: Florida School for the Deaf & the Blind 207 N. San Marco Ave. St. Augustine, FL 32084



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
 PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GASKIN, RICHARD CANNON JR

CGC INC
 7036 W 12TH ST
 JACKSONVILLE FL 32220

LICENSE NUMBER: CGC1524573

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
 PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GASKIN, RICHARD CANNON JR

CGC INC
 7036 W. 12TH STREET
 JACKSONVILLE FL 32220

LICENSE NUMBER: CUC1225351

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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2023 - 2024 LOCAL BUSINESS TAX RECEIPT
JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

Item #7.

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 255-5700, option 3 Fax: (904) 255-8403
<https://taxcollector.coj.net/>

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2023 through September 30, 2024 .

CGC, INC
7036 W 12TH ST
JACKSONVILLE, FL 32220

ACCOUNT NUMBER: 273299
BUSINESS NAME: CGC, INC
PHYSICAL ADDRESS: 7036 W 12TH ST
JACKSONVILLE, FL 32220
CLASSIFICATION CODE: 309001 CONTRACTOR - ALL TYPES

STATE LICENSE NO: CGC1524573

COUNTY TAX: 11.25
MUNICIPAL TAX: 36.25
COUNTY LATE PENALTY: 0.00
MUNICIPAL LATE PENALTY: 0.00
TOTAL TAX: 47.50

RENEWAL

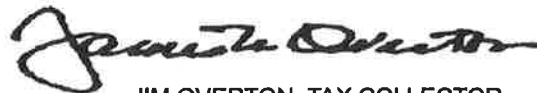
VALID UNTIL September 30, 2024

2023 - 2024

*****ATTENTION*****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.


JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid 23072400004083 07/24/2023 \$ 47.50

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2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P15000050530

Entity Name: CGC, INC.

Current Principal Place of Business:7036 W 12TH ST
JACKSONVILLE, FL 32220**Current Mailing Address:**7036 W 12TH ST
JACKSONVILLE, FL 32220 US

FEI Number: 37-1785657

Certificate of Status Desired: No

Name and Address of Current Registered Agent:GASKIN, RICHARD CANNON JR
4260 MCGIRTS BLVD.
JACKSONVILLE, FL 32210 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	PTSD
Name	GASKIN, RICHARD CANNON JR
Address	4260 MCGIRTS BLVD.
City-State-Zip:	JACKSONVILLE FL 32210

Title	VPAS
Name	GASKIN, RICHARD C.
Address	4965 LONG BOW ROAD
City-State-Zip:	JACKSONVILLE FL 32210

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: RICHARD CANNON GASKIN, JR.

PRESIDENT

01/03/2023

Electronic Signature of Signing Officer/Director Detail

Date



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 21, 2023

CGC, INC.
7036 W 12TH STREET
JACKSONVILLE, FLORIDA 32220

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, Curb & Gutter, Driveways, Grout Filled Mat, Miscellaneous Concrete Paving, Underground Utilities, Retaining Wall, Rip Rap, Rubble Rip Rap, Tree Removal, Tree-Trimming, Utility Work

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII:cg

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** January 12, 2024
FROM: Michael Daniels, AICP, Development Services Director
SUBJECT: Request to include SR 16 Trail Projects into the North Florida TPO's List of Priority Projects

BACKGROUND

North Florida TPO Priority Projects

Each spring the North Florida TPO updates the Transportation Improvement Program (TIP) list of road, transit, airport, seaport, bicycle and pedestrian projects for the next five years. The TIP begins with the list of priority projects (LOPP) which is used in developing the Florida Department of Transportation's (FDOT) Tentative Five-Year Work Program FY 2024/25– 2028/29. The LOPP identifies potential projects to be funded in the new fifth year (FY 2026/2027) of the FDOT Work Program. TPO Staff works with local governments to develop a preliminary List of Priority Projects to submit to the Transportation Planning Organization (TPO) Board for review and approval at the March TPO Board Meeting.

The City is requesting that two additional trail projects be included in the LOPP for the next fiscal year. These projects include:

Project ID	Location	Improvement	Cost
105	SR 16 West	Trail Project connection to Clay-Duval Trail	\$642,975
107	SR 16/US 17	Trail Project from Reynolds Park to Spring Park	\$981,951

A map showing the location of these two projects is enclosed.

Both of these projects have been identified in the Comprehensive Plan update as well as included in the mobility plan that was approved at the 12/13/22 City Council meeting.

These projects further the following Transportation Objectives and Policies that have been adopted with

the City's Comprehensive Plan:

OBJECTIVE 2.1. Multi-Modal System. The City shall implement a multi-modal transportation system that supports the Future Land Use Map and ensures the safe, convenient, and efficient movement of all transportation modes within and through the City.

Policy 2.1.3. New and improved streets within the City shall be designed and operated to enable safe access for all users, including pedestrians, bicyclists, freight, motorists and transit, according to the purpose of each street.

Policy 2.1.7. Streets shall accommodate people of all ages and abilities, including children, teenagers, adults, senior citizens, and persons with disabilities

OBJECTIVE 2.3. System Performance. The City shall use various tools to improve the operational efficiency of all transportation facilities.

Policy 2.3.8. The City shall prioritize mobility projects that encourage people to walk, bicycle, use new mobility technology and ride public transit in lieu of adding capacity to roadways.

OBJECTIVE 2.4. Pedestrian and Bicycle System. The City shall encourage and promote the safe integration and utilization of pedestrian and bicycle movement on the major roadway network.

Policy 2.4.4. The City shall coordinate with Clay County and the FDOT to incorporate pedestrian walkways and bicycle paths , or multi-use trails, in conjunction with road improvements, where such need is demonstrated.

Policy 2.4.7. The City shall seek funds and grant opportunities and private/public partnerships to further the implementation of the Trails Master Plan.

FISCAL IMPACT

The planning estimates for the costs of these two projects are \$1,624,926

RECOMMENDATION

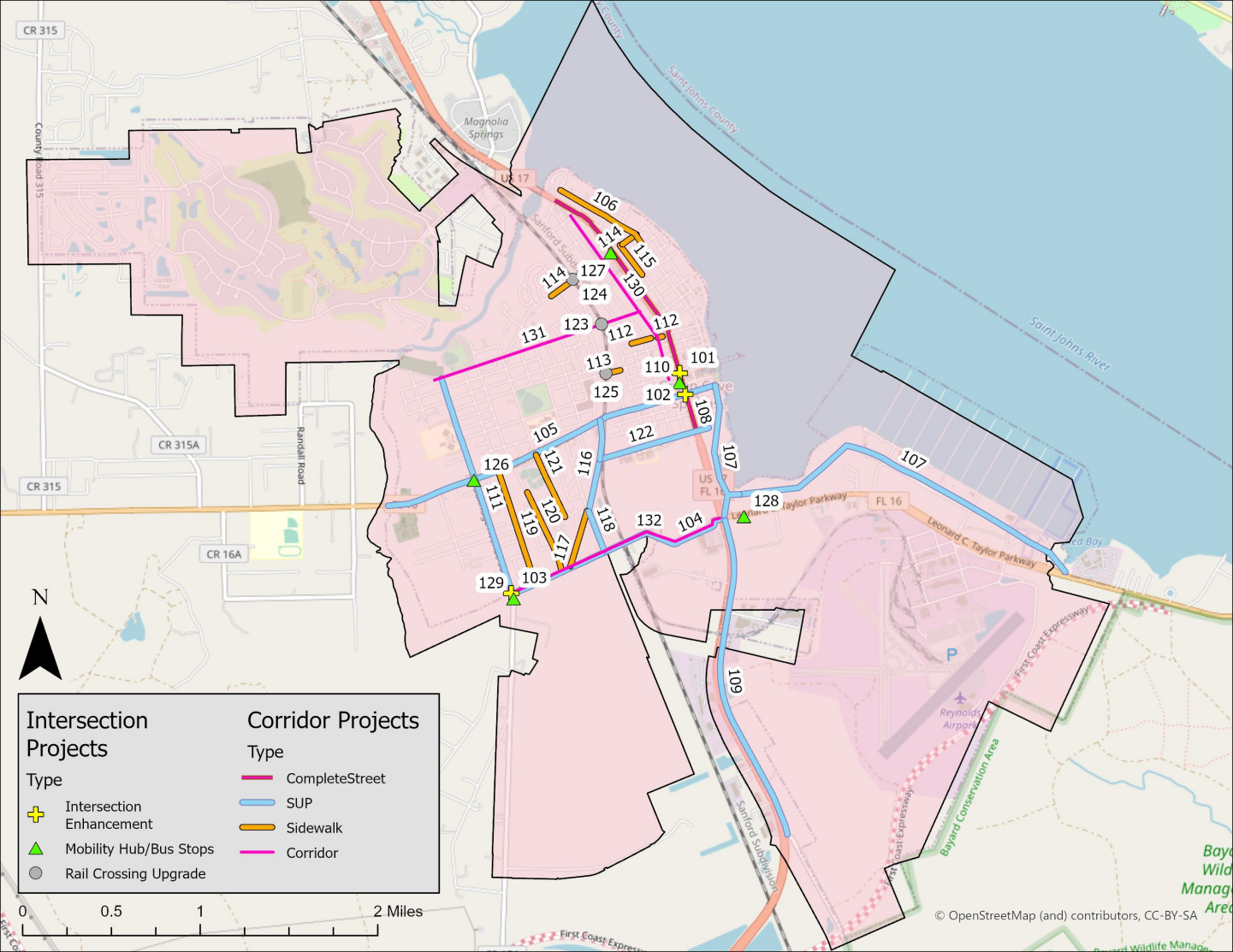
Motion to approve the staff request to request the following projects:

- The SR 16 West trail project from west City limits to the Spring Park (Project ID 105)
- SR 16 East trail project from east City limits east of Reynolds Park to Spring Park (Project ID 107)

be included in the North Florida TPO annually updated List of Priority Projects.

Green Cove Springs Mobility Plan

Project Map

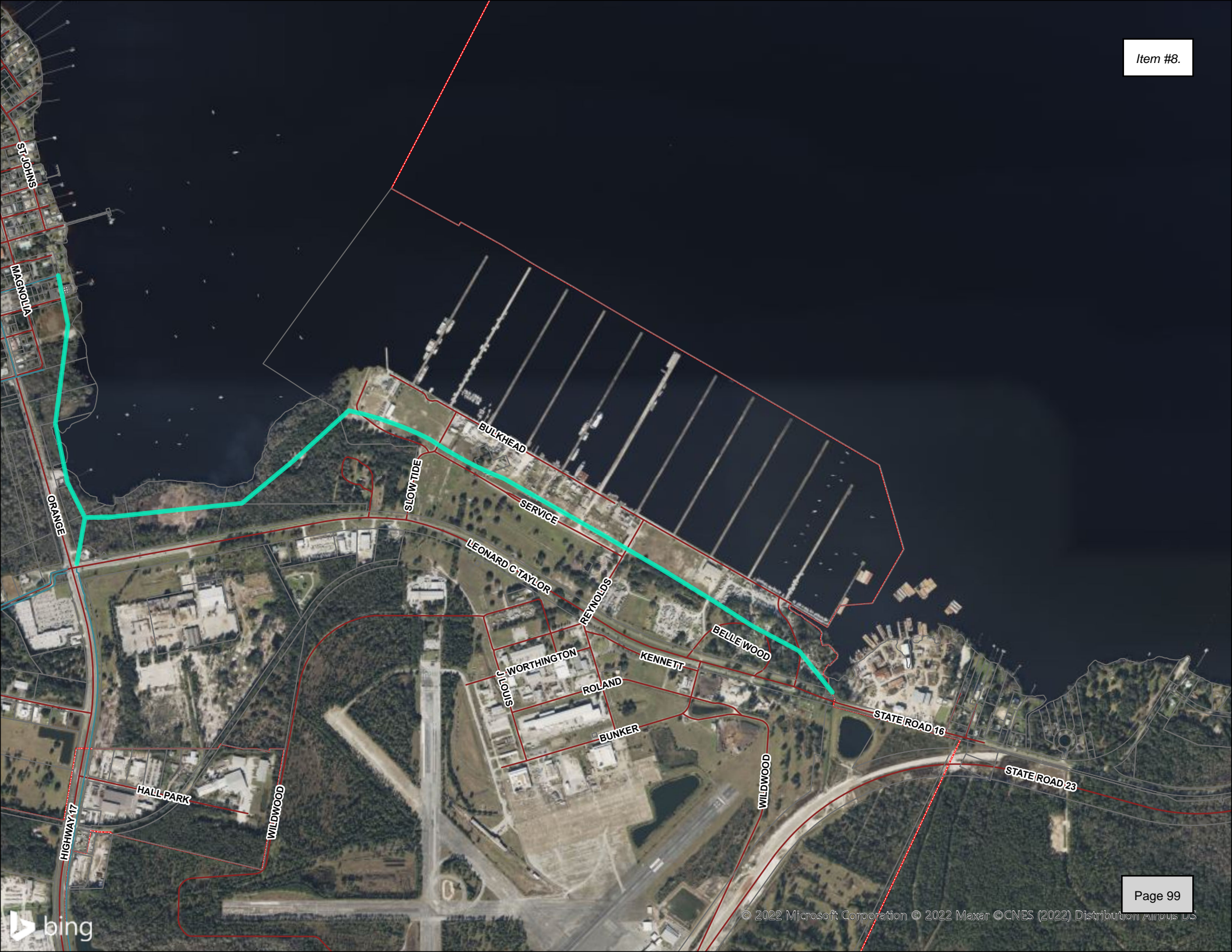


Project Summary

Sidewalk	2.7 Miles
Shared Use Path	9.4 Miles
Intersection Upgrades	4 intersections
Pedestrian rail crossings	3 locations
Bus stop and mobility hubs	5 locations
Complete Street enhancements	US 17
Corridor improvements	3 Corridors and intersections









STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** January 16, 2024

FROM: L. J. Arnold III, City Attorney
Erin West, City Clerk

SUBJECT: First reading of Ordinance O-3-024 adopting an official City Seal and the provisions of Section 165.043, Florida Statutes, which regulates the unofficial use of the City Seal.

BACKGROUND

The City Clerk was informed by Kim Thomas that there have been recent instances when persons or entities wanted to use the official seal of the City for various reasons. Upon research the City Clerk found that St. Augustine had adopted the protections set forth in the above statute which limits unofficial use of our seal without the express written approval of our governing body. This statute is similar to granting the City copyright protection for use of our official seal. As we see, the statute requires passage of an ordinance to adopt and regulate the use of our seal. The proposed ordinance together with a resolution to be presented to the Council, will legally protect the City from unofficial use of its seal.

FISCAL IMPACT

Very little, if any, assuming the followup resolution sets a reasonable fee to process requests for use of our seal. See AGO 2000-43 attached hereto.

RECOMMENDATION

Motion to Approve Ordinance No. O- 3-2024 on first reading as to form only.

Mr. Nicholas F. Tsamoutales

Office of the Attorney General • July 20, 2000 (Approx. 4 pages)

Go

Fla. AGO 2000-43 (Fla.A.G.), 2000 WL 1072124

Office of the Attorney General

State of Florida

AGO 2000-43

July 20, 2000

RE: MUNICIPALITIES--SEALS--authorization by municipality of use of municipal seal. **s. 165.043, Fla. Stat.**

***1** Mr. Nicholas F. Tsamoutales
Cocoa Beach City Attorney
1900 Palm Bay Road, Northeast
Suite G
Palm Bay, Florida 32905-7538

Dear Mr. Tsamoutales:

You have requested my opinion on substantially the following question:

Is the City of Cocoa Beach, which has designated an official seal pursuant to **section 165.043, Florida Statutes**, authorized to enter into agreements allowing the manufacture, use, or display of a facsimile or reproduction of the municipal seal and for the payment of a fee to the municipality for the privilege of doing so?

In sum:

Section 165.043, Florida Statutes, authorizes the City of Cocoa Beach to enter into agreements for the manufacture, use, and display of the municipal seal for other than official use. In the absence of any prohibition against the City of Cocoa Beach imposing a fee for the unofficial use of the municipal seal I cannot say that the city is precluded from imposing such a fee.

The City of Cocoa Beach has designated an official municipal seal pursuant to **section 165.043, Florida Statutes**:

"The governing body of a county or municipality may, by ordinance, designate an official county or municipal seal. The manufacture, use, display, or other employment of any facsimile or reproduction of the county or municipal seal, except by county or municipal officials or employees in the performance of their official duties, without the express approval of the governing body is a second degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083."

This statute was enacted in 1991 and the title of the enabling legislation indicates that its purpose was not only to authorize the adoption of an official seal but also to "restrict[] its use without the express approval of the governing body[.]" ¹ The language of the statute clearly contemplates the official use of such a seal, and the use of the seal for other purposes with the express approval of the governing body.

In terms similar to those used in **section 165.043, Florida Statutes**, the Department of State is made custodian of the Great Seal of the State of Florida and charged with its custody, use, and protection. ² In accomplishing these duties

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and responsibilities the Department of State has adopted administrative rules regulating the use of the Seal of the State of Florida.

As this office noted in an informal opinion to Mr. Don Bell, General Counsel for the Department of State, "the state statutes appear to have granted the Department of State broad discretion [in the use of the state seal]." ³ The opinion states:

"The statute thus authorizes the department to grant anyone's application upon a showing of good cause for the seal's use for a proper purpose. The statute does not specify what constitutes 'good cause' or 'proper purpose'; rather the interpretation of those terms appears to be left to the discretion of the Department of State."

² The department has adopted administrative rules prescribing an application form to request approval from the department for use of the seal and provides an official contact for filing these forms. ⁴ Standards for approval are specified, and in determining what constitutes a proper purpose, the rule sets forth the minimum factors to be considered:

- "(a) the specific item to be manufactured;
- (b) the manner in which the Seal is to be displayed on the item to be manufactured;
- (c) the nature of the proposed use, including manner, purpose and place of use;
- (d) whether the public would tend to be misled by the appearance of the Seal on the product to believe that the product carries official State sanction or approval;
- (e) whether the use of the Seal would tend to mislead the public into believing that a person, meeting, project or event carries official State sanction or approval;
- (f) whether the dignity of the Seal will be preserved if approval is granted." ⁵

In addition, the rule prohibits use of the seal for certain purposes:

"(5) In no event shall approval be given for the use of the Seal for the following:

- (a) political or campaign purposes;
- (b) stationery other than official government stationery;
- (c) decorative automobile license tags;
- (d) business cards other than official government business cards;
- (e) designation of landmarks not listed in the National Registry of Historical Places or designated as a historical site under a local ordinance;
- (f) t-shirts, jackets or other clothing which might lead the public to believe that the person wearing such apparel is an official of the state;
- (g) publications other than official government publications or publications serving a governmental purpose; or
- (h) advertising and news releases." ⁶

The rule provides penalties for the submission of false or inaccurate information and provides that the department may revoke its approval relating to the use of the Seal under certain circumstances. ⁷


Your question also suggests that the City of Cocoa Beach would like to impose a fee for the unofficial use of the municipal seal. No consideration of a fee is contained in [section 165.043, Florida Statutes](#). However, [section 166.021\(1\), Florida Statutes](#), recognizes the home rule powers granted to municipalities in [Article VIII, section 2\(b\)](#), or

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the [Florida Constitution](#), stating that they “may exercise any power for municipal purposes, except when expressly prohibited by law.” Thus, the City of Cocoa Beach must make a determination that imposing a fee for the unofficial use of the municipal seal will serve a municipal purpose in order to justify such action.

In sum, [section 165.043, Florida Statutes](#), grants the governing body of a municipality the authority to designate an official municipal seal and the discretion to allow the use of such a seal for other than official purposes. The City of Cocoa Beach may wish to consider adopting administrative rules, such as those promulgated by the Department of State for use of the state seal, prior to approving the unofficial use of the municipal seal. Further, the imposition of a fee for the unofficial use of the municipal seal must be found by the city to serve a municipal purpose.

Sincerely,

 Robert A. Butterworth
Attorney General

Footnotes

- 1 See, Title to Chapter 91-59, Laws of Florida.
- 2 See, [s. 15.03, Fla. Stat.](#)
- 3 See, Informal Opinion to Don Bell, dated March 7, 1997.
- 4 Rule 1-2.0021, Fla.R.Admin.P.
- 5 Rule 1-2.0021(4), Fla.R.Admin.P.
- 6 Rule 1-2.0021(5), Fla.R.Admin.P.
- 7 Rule 1-2.0021(6), Fla.R.Admin.P.

Fla. AGO 2000-43 (Fla.A.G.), 2000 WL 1072124

End of Document

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ORDINANCE NO. O-3-2024

AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, ADOPTING AN OFFICIAL SEAL FOR THE CITY OF GREEN COVE SPRINGS, FLORIDA; ADOPTING PROVISIONS OF SECTION 165.043, FLORIDA STATUTES; AND PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City has received requests to use the official seal of the City for a variety of reasons; and

WHEREAS, the Florida Legislature enacted a law to protect the use of the official seal of Florida counties and municipalities and to allow use of such seals with the express approval of the governing body; and

WHEREAS, pursuant to Section 165.043, Florida Statutes, the City needs to adopt an ordinance regulating the use of its seal.

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

Section 1. This is hereby adopted as the official seal of the City of Green Cove Springs, Florida, that certain seal attached hereto as Exhibit “A” and as filed with the City Clerk.

Section 2. It shall be unlawful, and the City hereby adopts the provisions of Section 165.043, Florida Statutes, which is attached as Exhibit “B”, for any person to utilize any image or impression of said seal or to otherwise violate the provisions of Section 165.043, Florida Statutes, without the express approval of the City Council of Green Cove Springs.

Section 3. A violation of this ordinance shall be punished as a second degree misdemeanor, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

Section 4. City officials shall be exempt from this ordinance when in the performance of their official duties.

Section 5. The City Council shall authorize the procedures and fees for the use of the City Seal in a subsequent Resolution.

Section 6. REPEALER. Any Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 7. 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 8. 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 16th DAY OF JANUARY 2024.**

CITY OF GREEN COVE SPRINGS, FLORIDA

By: _____
Constance W. Butler, Mayor

ATTEST: _____
Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF
GREEN COVE SPRINGS, FLORIDA, THIS 6th DAY OF FEBRUARY 2024.**

CITY OF GREEN COVE SPRINGS, FLORIDA

By: _____
Constance W. Butler, Mayor

ATTEST: _____
Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold III, City Attorney



Select Year: 2023 ▼ Go

The 2023 Florida Statutes (including Special Session C)

[Title XII](#)

MUNICIPALITIES

[Chapter 165](#)

FORMATION OF LOCAL GOVERNMENTS

[View Entire Chapter](#)

165.043 **Official county or municipal seal.**—The governing body of a county or municipality may, by ordinance, designate an official county or municipal seal. The manufacture, use, display, or other employment of any facsimile or reproduction of the county or municipal seal, except by county or municipal officials or employees in the performance of their official duties, without the express approval of the governing body is a second degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#).

History.—s. 1, ch. 91-59.

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Exhibit "B"



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Council Meeting **MEETING DATE:** January 16, 2024
FROM: Dee Jones, Human Resources Director
SUBJECT: Council Business Discussion - Review and Update Regarding City's Capability and Impact to Offer Medical Insurance to Law Enforcement Officers Eligible for Retirement up to age 65

BACKGROUND

In response to requests from Officer's Neal Newton & Josef Vanhof of the Green Cove Springs Police Department (GCSPD) and recent discussions with Mayor and City Council, a review has been conducted to determine the City's ability to offer medical insurance coverage to retirees eligible for retirement from Florida Municipal Pension Trust (FMPT), policy guidance and recommendations. Offering this retirement incentive as apart of the GCSPD benefit's package may increase the GCSPD marketability to attract and retain highly qualified, experienced individuals to apply to the GCSPD increasing stability and continuity of service at the Agency. In addition, the ability to maintain medical insurance coverage adds to the quality of life for retired individuals.

This study involves reviewing the overall financial impact to add this benefit as an incentive for eligible full-time sworn law enforcement personnel that become eligible for normal retirement that are not yet eligible for Medicare.

Financial Impact (costs are estimates based on assumptions, 55 years of age combined with 15 years of Service or 25 years of credited):

Estimated cost as of 09/30/2024 – Employer Only

- **1- Year Employer Cost:** Currently 2 employees eligible for retirement - \$14,056.56 Annually (Employer Premium Cost to continue their medical insurance at their current rate and tier)
- **Total Cost up to age 65:** The total estimated cost up to age 65 for the 2 currently eligible employees – \$161,438.63

5 Year Projection - Estimated cost as of 01/01/2029 – Employer Only

- There are 4 employees that will become eligible for retirement from GCSPD within the next 5 years. – Estimated annual cost \$34,175.88
- **Total Cost up to age 65:** The total estimated cost up to age 65 for the 4 eligible employees – \$265,077.08

20 Year Projection - Estimated cost as of 01/01/2044 – Employer Only

- There are 19 employees that will become eligible for retirement from GCSPD within the next 20 years. – Estimated annual cost \$1,003,452.40

This is a cost analysis of Law Enforcement employees only that are qualified for retirement under FMPT and does not include all other employees.

RECOMMENDATION

Conclusion:

Based on our review, we have concluded that offering medical insurance coverage to those eligible individuals can be offered but with financial impact to the City. The participant may be responsible for continuing to pay their portion of the cost at the same rate offered at the time of retirement and any increase to the rates offered during

the City's annual open enrollment to all other employees. The City may continue to pay the employer's portion of the monthly premium.

Item #10.

Recommended Policy Guidelines

I recommended that the following requirements are followed for retirees to be eligible for continuation of medical insurance under this benefit.

- A minimum requirement of 15 years of full-time service to qualify for retiree medical insurance.
- Only Normal retirement eligible employees can participate. Retirees qualified for Early retirement are not eligible for continuation of medical insurance under this plan.
- Must be eligible for retirement under the Florida Municipal Pension Trust.
- Participants share the premium cost at the same rate paid at the time of retirement and any increase to the rates offered during the City's annual open enrollment offered to all other employees.

Options:

The city can continue to share the cost of retiree's coverage at the same rate as all other employees and retirees can remain on the medical insurance plan and monthly statements. The cost for retirees will be in addition to the cost of covering medical insurance for the new employee filling the position. The city can decide to budget the additional costs annually.

Purpose and Next Step to Implementation as Defined Above:

The purpose of tonight's discussion is to determine how the Council wants to move forward and the next course of action toward implementation. To implement the policy as defined above is as follows:

- Medical plan documents must be updated to reflect the change in premium contributions.
- Formalize the policy as an agenda item for the Council's approval.
- Include the additional expense to cover the potential employer cost in the Police Department Budget during the next budget cycle.



City of Green Cove Springs

(904) 297-7500
Florida Relay – Dial 7-1-1

321 Walnut Street

Green Cove Springs, FL 32043
www.greencovesprings.com

MEMORANDUM

To: Steve Kennedy, City Manager
From: Development Services Department
Date: January 2, 2024
Subject: Monthly Planning, Code Enforcement and Building Report for December 2023

PLANNING

In December, 1 new business license was issued, and 1 was renewed:

1. **Endurance Assurance Corporation (Insurance Company)**

Total Business Tax Revenue for **December** was **\$392.50**.

During the month of December:

- Began or continued reviewing the following site development plans:
 - **Rookery Phase 1 Final Plat**
 - **Energy Cove Warehouse**
 - **Clay Habitat Palmer Street Re-Plat:**
 - **Operation Lifeline Subdivision**
 - **Vineyard Transition Center**
 - **Clay County Economic Development Building**
 - **Clay County Fire Station 20**
- **16 lien search requests**, and **3 permit applications were processed**.
- Approved **1 special event applications**.
- Revenues for Planning related fees for **December** were **\$1,161.40**.

CODE ENFORCEMENT

In December, there were twenty-four new enforcement complaints filed. Voluntary compliance was achieved for five of the cases resulting in case closure. For Fiscal Year 2023-2024, Code Enforcement has collected \$8,130.56 in Code Enforcement fines.

Month of December courtesy notice of violation/notice of violation.

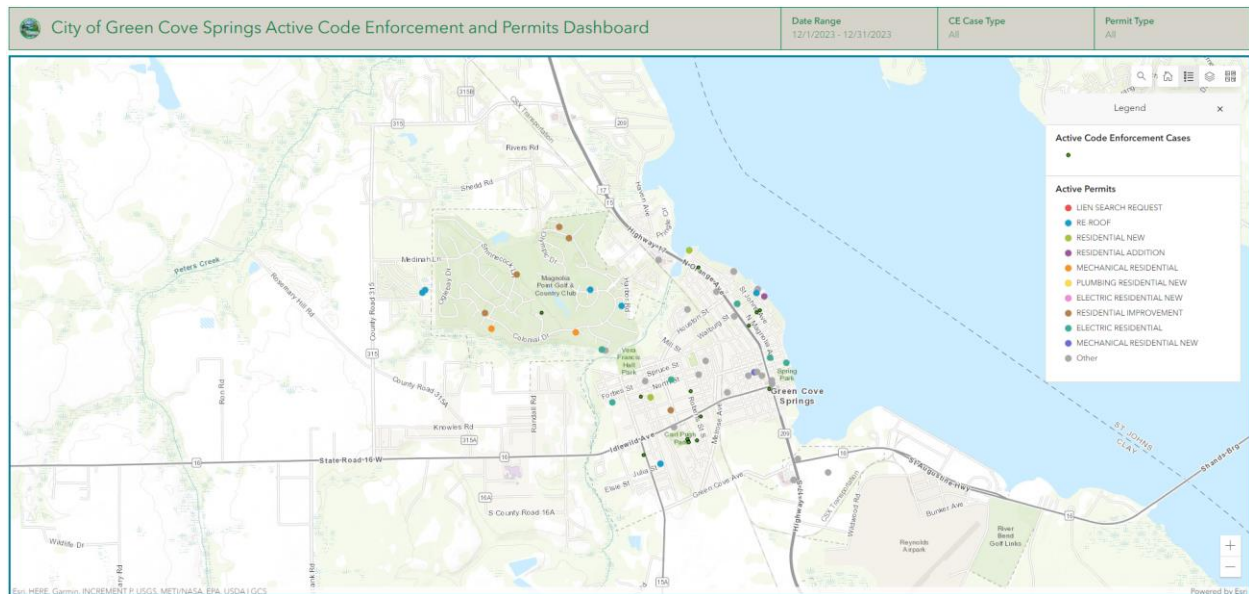
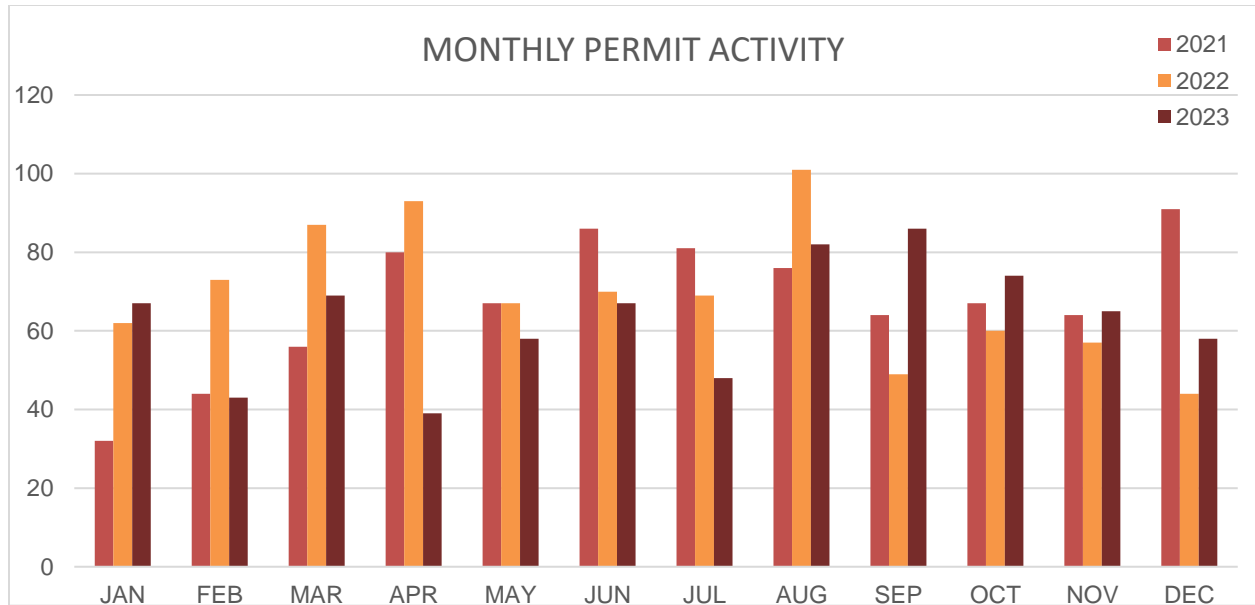
- 5 of 24 courtesy notices of violation/notice of violation complied which led to 20% compliance.
- 1 of 16 notices of violation voluntary compliance were achieved resulting in case closure.
- 14 notices of violation from previous months compliance were achieved resulting in case closure.
- 9 courtesy notices of violation from previous months compliance were achieved resulting in closure.
- 58 cases courtesy notices of violation/notice of violation complied year to date.

BUILDING

Building permit activity decreased from November to December. The total number of building permits issued in November was 65 compared to 58 in December. Permit activity for December 2023 increased by 31.82% from December 2022.

Revenues for Building related fees for October were \$60,240.00.

DECEMBER 2023 PERMIT SUMMARY	
RESIDENTIAL NEW	0
COMMERCIAL NEW	0
RESIDENTIAL ADDITION	6
COMMERCIAL ADDITION	3
RESIDENTIAL REMODEL / IMPROVEMENT	8
COMMERCIAL REMODEL / IMPROVEMENT	2
DEMOLITION	1
SIGNS	1
POOLS	0
RE-ROOFING	10
FENCES	2
MECHANICAL / ELECTRICAL / PLUMBING	23
OTHER PERMITS	2
TOTAL PERMITS ISSUED	58





ELECTRIC DEPARTMENT

Significant activities for the month of December 2023

- 14 Streetlights repaired
- 3 Poles removed
- 3 Poles replaced
- 5 Permanent meter services installed
- 5 Utility verifications
- 1 Voltage checks.

In addition to the activities listed above, the Electric Department also:

- Conducted daily morning safety meetings.
- Conducted daily truck inspections.
- Trimmed limbs and vines from power lines and poles.
- Unloaded transformers and supplies when they came in.
- Inspect/locate ROW permits.
- Conduct warehouse inventory/order supplies.
- 3031 Eagle Pass Pt., unlocked and covered secondaries in three phase transformer for electrician work.
- 887 Cooks Ln., transfer service to new pole and removed 2 spans of triplex.
- 800 Center St., removed duplex and cut pole down to telephone wire.
- 932 Pilot Dr., installed 3 concrete pits for switch gear.
- 850 Cooks Ln., installed cut outs on 50ft wood pole and fuse with 25ks fuse to separate line from apartment complex.

During the month of December, the Electric Department responded to the following outages:

12/17/2023 – Between 12:45 p.m. – 2:25 p.m., 455 Olive Circle., lateral fuse replaced, 30 customers affected.

12/18/2023 – Between 1:45 a.m. – 3:45 a.m., 1261 Pleasant Point Rd., tree limbs on transformer, 1 customer affected.

12/21/2023 – Between 5:00 p.m. – 6:30 p.m., Rookery Project; Feeder 2510 right of way, repaired feeder lines after being damaged by contractor, 500 customers affected.

Electric Utility Top Consumption Customers (kwh/meter) for December:

Item #11.

<u>NAME</u>	<u>SERVICE ADDRESS</u>	<u>KWH</u>	<u>AMOUNT</u>
St. Johns Landing	1408 N. Orange Ave.	227,330	\$ 22,783.00
Clay County Jail	901 N. Orange Ave.	182,000	\$ 17,425.20
Winn Dixie Stores, Inc	3260 Hwy. 17 N.	157,800	\$ 14,306.40
BD Of County Commissioner	825 N. Orange Ave.	153,200	\$ 14,293.60
Kindred Health	801 Oak St.	152,400	\$ 13,453.20
Permabase Building Products	1767 Wildwood Rd	110,400	\$ 10,217.20
BD Of Public Instruction	2025 State Road 16	94,200	\$ 10,071.60
Clay County Court House	825 N. Orange Ave.	86,720	\$ 8,039.76
City of Green Cove Springs	1277 Harbor Road	84,400	\$ 8,705.20
Tamko Roofing Products	914 Hall Park Rd.	79,040	\$ 8,771.12
City of Green Cove Springs	Set Street Lights	66,392	\$ 6,850.37
Garber Realty/GMC	3340 Highway 17	65,280	\$ 6,991.44
BD Of Public Instruction	Clay High School	64,560	\$ 8,292.08
D Of County Commissioner	477 Houston St (DMV)	54,720	\$ 5,363.76
Coral Ridge Foods, Gc	1165 N Orange AVE	43,920	\$ 4,208.16
BD Of Public Instruction	1 N Oakridge Ave	41,520	\$ 5,263.76
VAC-CON	954 Hall Park Rd.	41,520	\$ 4,916.96
Duval Asphalt Products, Inc.	1921 Jersey AVE (EAST END)	40,800	\$ 7,414.40
Direct TV/ ATT Services, Inc.	512 Center St	38,560	\$ 3,558.48
Race Trac Petroleum, Inc.	3106 Highway 17	37,600	\$ 3,440.80
City Of Green Cove Springs	925 S R 16 East South Wwtp	35,040	\$ 3,342.32
Green Cove Springs Marina	Pier # 11 & 1	34,480	\$ 3,281.04
Pegasus Technologies	932 Pilot Dr Hanger 3 & 4	33,840	\$ 3,499.52
BD Of Public Instruction	608 Mill ST	33,440	\$ 4,116.32

Electric Utility Department Capital Projects:

Item #11.

Pole top switch replacement

This project began 09-18-2019 with the installation of switches at Governors Creek for restoration plan of isolation of north feeder across Governors Creek Bridge during extreme emergencies. Project is now in the inspection and evaluation process involving Chapman 2 extension to Harbor Rd and load transfer of Chapman 1 to Chapman 2.

13kV to 23kv Conversion – US17 from Harbor Road to CR 315

Planning for this project has begun. This project will continue the Chapman 1 and Chapman 2 circuits north of Harbor Road to provide capacity and reliability for existing and future customers north of Governors Creek. Materials for this project are being funded by a DEO Grant. Materials have started arriving and we are installing the material as it arrives.

Governors Creek Hardening Project

This project will allow the overhead conductor crossing Governors Creek to be placed underground from Grove Street to Harbor Road. This project has been split into two phases: (1) design and permitting and (2) construction. It is being 75% funded by a FEMA HMGP grant. Phase 1 is complete. The project is now being evaluated by FDEM and FEMA funding for the construction phase. Once funding is in place and a contract is executed, bidding and construction should take approximately 9 months. This project will also support to extension of Chapman 1 and Chapman 2 circuits north of Governors Creek to provide additional capacity and reliability for all customers north of Governors Creek.



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Public Works Monthly Executive Summary December 2023

Street Department

During the month of December, The Street Department has been busy throughout the city. Additional activities included:

- Trim back limbs and vegetation on the city rights-of-way.
- Clean storm drains City Wide.
- 1 Silt Fence inspections.

The Street Department completed 36 additional work orders that pertained to street and stormwater issues.

Parks Department

During the month of December, the Parks Department mowed, trimmed, and edged all areas one time including the DOT rights-of-way, all City rights-of-way, City Parks, and FCT property. Additional activities included:

- Monthly playground equipment inspection and necessary repairs.
- Prepare the City for the Christmas season, Christmas on Walnut Street and Parade.
- Cleaned the pool 3 times.

The Parks Department completed 2 additional work orders outside of their normal daily work schedules.

Equipment Maintenance

The Equipment Maintenance Shop, as always, works hard to keep the equipment and vehicles going so the city can continue to provide our citizens with the exceptional service they are accustomed to. During the month of December John and Donald completed **55** work orders.

Tradesworker

During the month of December **22** work orders were completed.

Solid Waste Department

Cove Life, Litter Cleanup Program & New Services:

- Picked up everything around the rollout cans.
- Picked up as much loose trash, palm fronds, and sticks as possible on the streets, along the R.O.W. and ditches regardless of if it is near a container or not.
- Delivered 2 trash cans and 2 recycle bins to new customers.
- Delivered 4 recycling bins to current customers.
- Repaired 2 trash cans.
- Replaced 10 trash cans.

This month December, the city collected:

- **386.85** tons of Class I garbage (15% increase)
- **18.29** tons of recycling (9% decrease)
- **74.38** tons of yard waste (50 % decrease)
- **86.86**tons Sludge
- **0** tons **Street Sweeping**
- **5.37** tons of white goods and other junk.

For comparison during December2022, the city collected:

- **336.50**tons of Class I garbage
- **20.16** tons of recycling
- **147.98**tons of yard waste
- **5.79**tons Sludge
- **0** **Street Sweeping**
- **16.07** **tons** of white goods and other junk

Water/Wastewater

- W/WW crews/management had personal interaction with several citizens regarding water/sewer issues.
- Contacted all customers on water and irrigation “Highest Users” report that had unusual consumption (not usually on report)
- Staff continues to refine the scope and financials of the consolidated AWWTP, expanded reclaimed water system, wastewater collection system improvements and water system capital improvements to obtain maximum grant potential, optimize loan conditions and minimize impact to customers.
- W/WW/RW Projects;
 - Design of the improvements to the city’s wastewater treatment system (all phases) is complete. In order to maximize grant opportunities, the initial construction phase was split into two pieces, for a total of four phases;
 - Phase I is construction of the on-site reclaimed water system (storage tanks, high service pumps, electrical) at the existing Harbor Road Facility, and rehabilitation of Master Lift Stations #2 and #4. This phase went out to bid in January in two parts – plant reclaimed water improvements & lift station #2 & #4. **Construction was completed in June 2020.** The total Phase I cost is \$6,120,600. Staff received \$4,063,425.00 in “Principal Forgiveness” (grant) from FDEP (SRF).
 - Phase II:

- Construction of the new 1.25 million gallon per day (MGD) advanced wastewater treatment plant (AWWTP) at the Harbor Road site.
Construction approximately 85% complete. Contractor has abandoned site and filed for bankruptcy protections. Working with bonding agency to obtain a new general contractor to complete construction.
- Phase III:
 - A new force main from Lift Station #2 diverting the sewage from the South Plant to Harbor Road (all sewage generated in the City will be treated at the new Harbor Road AWWTP).
 - Decommissioning and “mothballing” of the South Wastewater Treatment Plant. The permit will remain in place and the plant could be re-commissioned at a later date depending on future activities at the Reynolds site. **Staff has applied for a grant from a new program at FDEP for this construction. This is a grant only. A private loan would be required to pay the balance between grant amount and actual project cost. A full analysis will take place upon results of grant application.**
- Phase IV (further described below):
 - Design and permitting of a reclaimed water system in the Magnolia Point Development. This project will be necessary to comply with Senate Bill 64, the “Surface Water Discharge Elimination Act” which requires utilities to eliminate wastewater facility discharges to surface waters (rivers, etc.) by 2032.
 - This project will be completed in phases to reduce impact to customers and maximize loan to grant potential.
- Phase V (future – determined by growth) is a second identical 1.25 MGD AWWTP built at the Harbor Road site. An alternative would be construction of this train at the South Plant site in Reynolds Park if the southern /Reynolds portion of our service territory is where significant growth occurs
- Phase VI (future – determined by growth) is a third identical 1.25 MGD AWWTP built at the Harbor Road or Reynolds site.
- Sanitary Sewer Evaluation Survey (SSES) of the Core City wastewater collection system is **complete**, including Mittauer final report. Staff utilizes this data daily in evaluating collection system repairs and requests for sewer connections.
- Continuing to work with FDOT and Clay County on utility relocations associated with the First Coast Expressway and Clay County road expansions (CR 315 & CR 209 / Russel Road). Project schedules and designs continue to change. **The relocation of the utilities on CR 209 will not be at the city’s expense as the affected area is in an easement, not in the right-of-way. CR 315 relocation still under review.**
- **Senate Bill 64, The Surface Water Discharge Elimination Act:** In 2021 the Florida Senate approved SB 64, which requires wastewater treatment plants to eliminate surface water discharges by 2035, which has become a significant financial burden to utilities. This requires the city to eliminate effluent discharge from the Harbor Road and South wastewater treatment plants to the St. Johns River. While the city has been implementing reclaimed water projects for several years, there are not enough uses to take all of the city’s treated wastewater.

In November 2021, as required, the city submitted to FDEP a plan as to how surface water discharges will be eliminated. That plan, which is to re-pipe Magnolia Point irrigation to reclaimed water, was approved by FDEP. As Magnolia Point is a large user of potable / aquifer water for irrigation, this project has two benefits – reducing surface water discharges and reducing withdrawals from the Floridan Aquifer for irrigation.

Staff have applied for a loan / grant from the Drinking Water SRF Program for design and permitting of the Magnolia Point Reclaimed Water Project.

Potable Water:

- Staff and Mittauer have completed a full review of the future capital needs of the water system. A comprehensive capital improvement program (CIP) has been developed as part of the Water Master Plan. As in the past, the timing of many of these improvements is driven by future activities in Reynolds Industrial Park and other areas of our service territory. The city has received an FDEP – SRF loan for Planning and Engineering of several of the CIP improvements so that as the need for the improvements occur, the City is ahead of the game and can apply very quickly to SRF for actual construction dollars as “shovel-ready” projects. The total design project cost is \$356,800.00, with a \$178,400.00 (50%) principal forgiveness (grant), leaving an actual loan of \$180,100.00.
- Reynolds Water System Improvements:
 - New water mains along two primary streets to remedy fire hydrants that were inadequate.
 - New 12” water main crossing under SR 16 to replace aging mains that endanger the integrity of the road. This eliminated four existing crossings.
 - New water main along Red Bay Road eliminating existing aging and leaking pipes. In addition remediating fire hydrants that were inadequate.
 - New water main and sewer force main extension from Reynolds Park to and across the MOBRO complex. This extension is designed to supply water, fire protection & sewer needs to MOBRO and future developments to the east.
 - **Completed September 2021**

South Service Territory Improvements:

- New 12” water main loop from US17 along CR 209 S to the existing 12” water main that terminated at 4600 CR 209 S. This also included a new 4” sewer force main from US 17 along CR 209 S to the First Coast Expressway crossing. **Completed September 2021**
- The City has received grants from the State of Florida Hazard Mitigation Grant Program (HMGP) to install auxiliary generators at 17 sewage lift stations, and install generators / raise infrastructure at four additional stations. The grant funds 75% of the improvements. **Approximately 99% complete**
- Continued remediation of malfunctioning or out-of-service hydrants.
- Operated and maintained the Harbor Rd. and South Wastewater Treatment Plants as well as the Harbor Rd. and Reynolds Water Treatment Plants to meet the requirements of Regulatory Agencies.
- Continued to make process control adjustments at the Harbor Rd. and South WWTP in efforts to further lower Total Nitrogen and Total Phosphorus levels being discharged to the St. Johns River.
- Continued landscape maintenance at Water and Wastewater Treatment Facilities as well as lift stations.
- Continued preventative maintenance on all treatment facility generators.
- Completed 2 new services.
- Completed 54 water-related work orders.
- Completed 25 sewer related work orders.
- Responded to 61 utilities locate requests.

TOP 10 WATER CUSTOMERS DECEMBER 2023

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	St John's Landing	1	St John's Landing
2	Sheriff's Department	2	Sheriff's Department
3	Governors's Creek #436	3	Governors Creek #436
4	Kindred Health	4	Clay County Court House
5	Clay County Court House	5	Kindred Health
6	Premier Surface Design LLC	6	Clay High
7	R C Bannerman Learning Center	7	Dreh Holdings LLC
8	Springs Coin Laundry	8	Premier Surface Design LLC
9	Dreh Holdings LLC	9	Garber Realty/Car Wash
10	Garber Realty/Car Wash	10	Green Cove Springs Distributions

TOP 10 IRRIGATION CUSTOMERS DECEMBER 2023

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	Eco One INC	1	Eco One INC
2	Permabase Building Products	2	Permabase Building Products
3	Vallencourt Construction	3	Vallencourt Construction
4	Magnolia Point Investments	4	Magnolia Point Investments
5	Stephen Williams	5	Mobro Marine, INC
6	Magnolia Point Association	6	Stephen Williams
7	Governors Point Yacht Club	7	AMH Development non Res
8	Hut American Group LLC	8	Magnolia Point Association
9	Mobro Marine, INC	9	Governors Point Yacht Club
10	AMH Development non Res	10	Hut American Group LLC

TOP 10 SEWER CUSTOMERS DECEMBER 2023

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	St. John's Landing	1	Sheriff's Department
2	Sheriff's Department	2	St. John's Landing
3	Governors Creek#436	3	Governors Creek #436
4	Kindred Health	4	Kindred Health
5	CLAY County Court House	5	Clay County Court House
6	Premier Surface Design LLC	6	Dreh Holdings LLC
7	R C Bannerman Learning Center	7	Clay High
8	Spring Coin Laundry	8	Premier Surface Design LLC
9	Dreh Holdings LLC	9	Garber Realty/Car Wash
10	Garber Realty/Car Wash	10	R C Bannerman Learning Center

Wastewater Plant Capacity Status

South Plant: TMDL Capacity 0.350 MGD*,

- Current Loading 0.260 MGD*, 76% Capacity (November 2023 Annual Average)
- Current & Committed (.065) Loading 0.325 MGD*, 93% Capacity
- Current, Committed (.065) & Requested (0.40) Loading 0.362 MGD*, 103% Capacity

Committed flow: Rookery Phase 1 (.065)

Requested flow: Batton Lakes RV Park (0.40)

Harbor Road: TMDL Capacity 0.650 MGD*

- Current Loading 0.497 MGD*, 77% Capacity (November 2023 Annual Average)
- Current & Committed (0) Loading 0.497 MGD*, 77% Capacity
- Current, Committed & Requested (0) Loading 0.497 MGD*, 77% Capacity

*MGD = Million Gallons per Day

Note: No Reynolds growth or loading projections included in above.