

City Manager Report

November 2, 2020



HAPPY RETIREMENT
LEON SMITH!

**Thank you for 44 years of diligent service
to our residents!**

Stefen Wynn, M.P.A.
City Manager



Capital Improvement Projects

FY-2021 Begins Project Construction

Park Improvements:

Staff have been preparing for Park improvements and have been diligent in reviewing drawings, and preparing the site with safety as the number one priority. After evaluating the scope and scale of the improvements scheduled to take place at the park and knowing that areas of the park will remain open to visitors, staff have decided to improve the security fencing around the areas of the park receiving improvements.

In addition to procuring security fencing, staff are still awaiting permits from SJRWMD and the Army Corps of Engineers. There are also final details that are scheduled for discussion at the next Parks and Land Use Committee Meeting on November 9, 2020.

Staff are expected to receive the boundary survey of the park from Ghiotto Surveying on Monday, November 2, 2020. Staff have also received additional information about the space available for the Volleyball Courts and have reviewed the information provided to Council during the Workshop on October 19, 2020. Staff have been instructed that the agenda packet for the 11/9/2020 Parks and Land Use Meeting must be available for Council review by 11/5/2020.

Most importantly, the upcoming 90th Anniversary of the City's incorporation begins with a groundbreaking ceremony scheduled for November 2, 2020 at 4:45PM in Jarboe Park, near the Neptune House.

REVISED Construction Timeline:

10/12/2020	RFI Jarboe - 01 Sent to Staff, Engineer and Architect
10/16/2020	RFI Jarboe -01 Responses Received
10/19/2020	Council Workshop with RFI Jarboe -01 discussion & additional Information received by Council from resident, Final Details to be discussed in Parks and Land Use Committee
10/26/2020	CM rescheduled demolition to begin after security fencing is installed around the site
11/3/2020	Security Fencing Installation begins around Park Improvements
11/9/2020	Parks & Land Use Committee Meeting to discuss Final Details
11/16/2020	Demo begins on ball courts by City Staff
11/30/2020	ACON begins mobilizing on site; fencing is erected throughout construction areas around the park
12/7/2020	Site Work Begins for Tennis, Pickleball and Basketball Courts
12/14/2020	Court construction begins with Coast to Coast Recreation
12/7/2020	Site Work Begins on Pathway and Bridge Placement, pathway lighting conduit also installed
1/4/2021	Pathway Construction Begins; Curb installation as path is completed
3/31/2021	Proposed Major Construction Completion
5/7/2021	Punchlist Complete and Final Completion

01

Park Improvements:

*Update on Demolition
& Construction*

02

Construction Timeline:

*Revised Construction
Timeline and Schedule*

Capital Improvement Projects

FY-2021 Begins Project Construction Cont.

03

Contractor Agreement:

*Contractor for Park
Improvements
procurement process*

Contractor Agreement

The City of Neptune Beach intends to use a piggy-back agreement with ACON Construction based off of a Continuing Services Agreement between COJ and ACON for Design-Build Services for Active and Passive Park Projects. The Original Contract between the two and the RFQ from 2016 are attached to this report as, "**Attachment A.**"

The aforementioned agreement was submitted to the City of Neptune Beach on 10/27/2020 and is currently in review with the City Attorney. Pending legal approval, this document will be redlined as allowable within Florida Statute and will become a contract between the City of Neptune Beach and ACON Construction.

The City requested ACON Construction to provide the contact information for every subcontractor that they plan to use for the City's project. ACON had one subcontractor present at the pre-construction meeting in September; Steve Duke from Coast to Coast Recreation (Court Resurfacing and Construction Contractor).

04

Additional Costs:

*Quantities are finalized
by the Engineer*

Additional Costs

Security Fencing:

At my request, staff delayed demolition so that security fencing could be procured and installed along the perimeter of construction areas within the park. Staff received quotes from qualified vendors for renting construction fencing and found that it was more affordable to purchase the materials and install using labor from Public Works. **See Attachment B** for the location of security fencing.

The additional cost for security fencing will be between \$5,000 and \$6,000; three quotes for pricing the material has been received and a PA has been authorized.

Fill Dirt:

Quantity Estimates have been updated by the Engineer for Phase 1 (internal Phase 1A) and will cost: \$6,665.45. **See Attachment C** for Jarboe Park Quantity Estimates broken down by Phase.

Tree Transplanting

The landscape architect submitted a revised transplanting plan for the entirety of Phase 1 (Internal Phase 1A, 1B, and 1C) and there is a total of: (80) trees that need to be transplanted. Since the scope of work for the Landscape Architect didn't include evaluation of the condition of each tree scheduled for transplanting, the City asked an arborist to provide direction.

Phase 1A is the most robust of recommended tree transplanting with (59) scheduled to be moved. Staff are evaluating costs of transplanting the trees and comparing it to purchasing new trees. The arborist also identified a number of trees that were either diseased, dying, or dead. Staff anticipates an estimated cost of transplanting trees in Phase 1A at \$30,000 - \$45,000.

See Attachment D for Jarboe Transplanting Schedule; **See Attachment E** for Landscape Architect's drawings.

Agreements, Invoices, and Requests

NFUG-MOA; DKP Phase Updates; Local 630 Contract; RTA Consulting Bills; BTCA Request

North Florida Utilities Group MOA:

CONB participates in a regional coordinating group with (7) other utilities: the City of Atlantic Beach; the City of Jacksonville Beach; the City of Gainesville; the Town of Orange Park; Clay County; St. Johns County; and JEA.

The City of Neptune Beach entered into an agreement with the other water utility providers to show support for the combined efforts of the St. Johns River Water Management District and the Suwannee River Water Management District to assess the region's long-term sustainability of groundwater resources to meet future public water supply needs.

The agreement was last signed in 2017 and expired on September 30, 2020. The City received an agreement continuation request on October 8, 2020, and after researching the document and getting clarification on its intent, I signed the agreement on October 22, 2020.

The cost of participating in the agreement is based on the Annual Average Daily Flow for each community, CONB's AADF is 0.69 Millions of Gallons per Day. The City's annual cost is: \$1,981 for a total agreement cost of \$5,944.

See Attachment F for details on the MOA.

DKP Process Updates:

Phase 1 - Vision Plan

After receiving additional feedback during the Council Workshop on October 19, 2020; Council recommended giving residents more time to review the Final Draft of the Vision Plan. Staff have scheduled two roundtables and an additional City Council Workshop for November. The Roundtable is intended to be a truly interactive process and will be led by a facilitator. See Attachment G for a response to questions about elements of the Final Draft of the Vision Plan.

The intention of the Roundtable is to receive feedback about elements of the vision plan that Residents like and elements of the vision plan that Residents dislike. It's also important to know where each resident resides to gauge accurately why they may like or dislike an element of the vision plan. The Roundtable is also intended to deliver a consensus about individual pieces of the plan as well as the overall vision plan.



01

North Florida Utilities Group MOA:

Regional Coordinating Group to protect and evaluate groundwater resource

02

DKP Process Updates:

*Vision Phase 1;
Comprehensive Plan Phase 2;
and Code Rewrite Phase 3*

Agreements, Invoices, and Requests

NFUG-MOA; DKP Phase Updates; Local 630 Contract; RTA Consulting Bills; BTCA Request Cont.

DKP Process Updates:

02

Comprehensive Plan - Phase 2

A portion of the update to the Comprehensive Plan was funded by a Florida Department of Environmental Protection Resilience Planning Grant. The Council's original intent with the Dover, Kohl Process was to generate enough information for competitive grant applications. Already, at 95% complete for the first phase, the process has generated: \$66,000 in grant funding.

See Attachment H for the DEP RPG Final Award (R2106)

Code Rewrite - Phase 3

Phase three of the process is to be completed in tandem with each other and will have public input throughout the process.

Local 630 Contract:

The contract ratified by a majority vote of Union membership reflect the following changes discussed in the October 5, 2020 CM-Report: Compensatory Time; Specialty Pay; Personal Time Accrual; Boot Allowance; Paid Stewardship Training; and an Internally conducted Salary Study.

Final approval by the Council is needed to fully-execute the agreement.

See Tab 10-C on the Agenda Packet.

RTA Consulting Bills:

Gordon Schwartz, the CFO of RTA Consulting submitted a request for payment to the City for bills dating back to the Summer of 2019 earlier this Fall; and this last round of bills dates to March 2020 (during the beginning of the pandemic). The City acknowledged receipt of the bills, and submitted a response that this would take time to verify and audit. Historically, the City has found issues with the bills received from RTA Consulting and staff is ensuring that the requests received are legitimate and not double-billed.

The City has yet to receive a signed copy of the new agreement with RTA after the original expired in March.

Alleged Bills and Labor Expenses:

March 2020 \$25,562.58

May 2020 \$20,347.85

June 2020 \$16,251.74

July 2020 \$18,436.19

August 2020 \$14,522.09

September 2020 \$2,683.60

Total: \$97,804.05

See Attachment I for Bills

DKP Process Updates:

Vision Phase 1;

Comprehensive Plan Phase 2;

and Code Rewrite Phase 3

03

Local 630 Contract

Changes ratified by the Union

04

RTA Consulting Bills

Final Billing from RTA Consulting

Agreements, Invoices, and Requests

NFUG-MOA; DKP Phase Updates; Local 630 Contract; RTA Consulting Bills; BTCA Request Cont.

05

BTCA Request:

*Assistance Needed
for Christmas
Lighting in the Park.*

BTCA Request:

Each year the Beaches Town Center Agency hosts multiple fundraising events that fund holiday lighting and other activities to improve the Town Center. Due to COVID-19 many of those fundraisers were canceled or revised.

BTCA officials made the painful decision to cancel Dancin' in the Streets; the Fall Festival; Tour of Homes; Coastal Carnivale; and because of that they're finding themselves at a shortfall of funds for the upcoming holiday season.

There has been overwhelming community support to continue the holiday traditions between CONB and COAB within our shared space, and the BTCA requests Council's support for lighting the Town Center.

BTCA Requests a 3-way split between the agency, CONB and COAB for the Christmas Lights: \$10,666.67.

The CM recommendation is to approve \$11,000 in funding.

See Attachment J for the estimate from the vendor installing the Christmas Lights (Radiant Joy).



Personnel – Related

Staff Spotlight



01

Staff Spotlight

Staff Spotlight:

Brock Askey passed an exam to become a Certified Class “C” Wastewater Operator on 9/23/2020! Becoming a certified operator isn’t an easy feat, and requires extensive in-field training and classroom instruction.



Brock Askey, Class “C,” Wastewater Operator

Biography

For over 25 years Brock Askey has been a Sales & Marketing Leader spanning multiple fields and numerous markets. He joined the City of Neptune Beach in September of 2019 as a trainee in the Waste Water Management department. His past accomplishments include a Series 7, Series 3, Series 6, Series 65 and now he adds to that a Class C License in Waste Water Management.

He holds a Bachelor of Science in Hospitality Management with a minor in Business Administration from East Carolina University. His current studies include 2 courses in Waste Water Management from the University of San Diego and a week-long continuing education class expounding his knowledge on Secondary Treatment and Nutrient Control from The University of Florida.

His 5-year goal with the City of Neptune Beach looks towards an upper management position allowing to him to focus on Project Management; utilizing his conflict resolution, contract negotiation and decision-making skills for the benefit and long-term growth of the city he lives in.

When he's not working on Monthly Reports and Plant Operations, Brock spends his time as an avid runner, competitive golfer and mostly enjoys watching his kids participate in team sports.

Submitted by: Alan Kelly, Lead Operator

Neptune Trident Award



For Outstanding Service to the Community



116 1st St.

Neptune Beach, FL 32266

<https://www.ci.neptune-beach.fl.us/>

What is the Neptune 'Trident' Award?

Many communities in Florida offer an award to honor residents that have contributed to improving the quality of life for its residents.. Neptune Beach established this award in late 2020 as a way to recognize outstanding residents for their service to the community. Honoring the namesake of the City, the Neptune Trident is symbolic of King Neptune's trident and each tine represents a tenet on which this award is founded: Selflessness, Integrity, and Leadership.

Nominees for the award should demonstrate through their actions at least one of the three tenets described below:

Selflessness

Concerned more for others needs and wishes than with one's own. Actions are performed without any expectation of award for the person performing it. Any action shouldn't solely benefit family or friends, but generally should be performed for the benefit of the greater Neptune Beach Community.

Integrity

An inherent moral and ethical quality of being honest, truthfulness, and responsibility for one's actions. Caring for others in a way that intentionally chooses to grow in virtue, and demonstrates a commitment to good character and responsible citizenship. Being consistent with words and actions in a way that benefits others through demonstrable acts of: respect, kindness, resilience, responsibility, stewardship and service.

Leadership

More than leading groups of people towards a common goal, servant leadership is defined best from Robert Greenleaf. "A servant-leader focuses primarily on the growth and well-being of people and the communities to which they belong." The intent of a servant leader is to enrich the lives of individuals in their community with a desire to create a more just, equitable and caring world.



Nomination Criteria

General Criteria:

Nominees must be a resident of, or have a vested interest in, the City of Neptune Beach for a minimum of (12) months and have interest in the betterment of the city. Businesses, organizations, and agencies are eligible, but must have operated within the municipal limits of Neptune Beach for at least (3) years. Groups, Teams, and Former Residents of the City are also eligible, if they can demonstrate that they meet the criteria for award through their application.

Nominations are accepted on a rolling basis and are evaluated as they are received.

In making a decision the City Council may consider the following:

- Eligible applicants that have distinguished themselves in an artistic or cultural endeavor
- Eligible applicants that have contributed significantly to the heritage of Neptune Beach
- Eligible applicants that have brought widespread recognition to Neptune Beach
- Eligible applicants that have positively enhanced the name of the community
- Exceptional contributions to the Neptune Beach Community
- Service to the community can include: volunteering time, effort, expertise, or other resources

Nomination Procedure:

- Complete a nomination form (found on the Neptune Beach website)
- Only fully-completed nomination forms will be considered, each nominator is responsible for completing an application with all relevant details
- The City Clerk will contact the nominator for clarification, if necessary
- The City Manager & City Clerk will review all nominations and determine if the nomination meets the criteria for consideration
- The City Manager will forward eligible nomination to the Council for consideration at the next available Council Workshop
- Approved Nominations will be awarded at the next available City Council Meeting



The Award



Recipients will receive a crystal award shaped like a wave and states: the name of the award, the recipient, the date presented and the award logo seen on the second page of this package. Further, a record of all recipients will be kept on a legacy plaque displayed in City Hall and updated with nameplates for each recipient and the date of award.



8150-15

**DESIGN-BUILD SERVICES CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
ACON CONSTRUCTION CO., INC.
FOR
DESIGN-BUILD SERVICES FOR ACTIVE AND PASSIVE PARK PROJECTS**

THIS DESIGN-BUILD SERVICES CONTRACT (the "Contract") is made and entered into this 28 day of March, 2016 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (the "Owner"), and **ACON CONSTRUCTION CO., INC.**, a Florida profit corporation having a principal address at 3653 Regent Boulevard, Suite 400, Jacksonville, Florida 32224 (the "Design-Builder"), for design-build services for active and passive projects of Owner's Department of Parks, Recreation and Community Services (the "Project").

BACKGROUND FACTS

WHEREAS, Owner issued CDB-0008-16 Request for Qualifications No. CDB-0008-16, including all addenda issued thereto (the "RFQ"), a copy of which is on file with the City of Jacksonville's Procurement Division, for certain design-build services consisting of design, permitting, and construction services as more particularly described in Section 4 (Description of Services) of the RFQ (the "Services" or the "Work"); and

WHEREAS, based on Design-Builder's Statement of Qualifications to the RFQ (the "SOQ"), a copy of which is on file with the City of Jacksonville's Procurement Division, Design-Builder was selected by Owner as the better qualified of two (2) design-builders to perform the Services, and Owner awarded this Contract to Design-Builder pursuant to Chapter 126, *Ordinance Code*; and

WHEREAS, Owner and Design-Builder have negotiated mutually satisfactory terms for execution of the Services; now therefore

IN CONSIDERATION of the premises and the mutual covenants contained below, the parties agree as follows:

1. BACKGROUND FACTS AND CAPITALIZED TERMS. The Background Facts set forth above are true and correct and incorporated herein by this reference. Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the RFQ, the Design Criteria Package (the "DCP"), and the Specific Conditions attached hereto as **Exhibit A**; provided, however, if the RFQ, the DCP, and the Specific Conditions define the same term differently or different terms are defined in the same way, then such terms will be construed in the context of the document in which the term is defined.

2. INCORPORATION OF RFQ AND SOQ TERMS; ESTIMATED ANNUAL CONTRACT FUNDING. The RFQ and SOQ are incorporated herein by this reference and the terms and conditions set forth therein shall be binding upon the Design-Builder in this Contract. Design-Builder acknowledges that funding for each Specific Project will be established in the

Capital Improvement Program (CIP) for Fiscal Years 2016-2020. The annual funding projected for this Contract will not exceed **SIX MILLION AND 00/100 DOLLARS (\$6,000,000.00)** each fiscal year (October 1st through September 30th), and the Owner estimates from one (1) to thirty (30) Specific Projects during the Contract term; provided, however, that such projected funding and estimated projects are not a guarantee by Owner during the Contract term. To the extent that the estimated **SIX MILLION DOLLARS** or any lesser amount is available during any fiscal year for this Contract, the Owner, in its sole discretion, may rollover any unspent funding of the **SIX MILLION DOLLARS** into subsequent fiscal years.

3. PERFORMANCE OF SERVICES. Design-Builder shall perform the Services as specified in the RFQ and provide all material, equipment, tools, and labor necessary to complete the Work for Specific Projects as defined in the RFQ. The Services shall also include, but not be limited to, the start-up and proven commissioning of all systems to make a Specific Project a fully functioning facility, structure, or improvement. If any services, functions, or responsibilities not specifically described in Section 4 of the RFQ or this Contract are necessary for the proper performance and provision of the Work, they shall be deemed to be implied by and included within the Services to the same extent and in the same manner as if specifically described in this Contract. The Design-Builder shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Work. The Design-Builder accepts the special relationship established between itself and Owner by this Contract. The Design-Builder covenants with Owner that it is an expert in the design, permitting, and construction of Specific Projects to be requested herein by Owner, and will cooperate with Owner, its representatives, program managers, and construction managers in fostering the interests of Owner with respect to Specific Projects. The Design-Builder shall employ sound business administration and superintendence to complete Specific Projects in a manner consistent with the best interests of Owner.

4. TERM. This Contract shall commence on the Effective Date and shall continue and remain in full force and effect for five (5) years thereafter until March 27, 2021, or until earlier expiration or termination as provided in this Contract or the RFQ.

5. CONTRACT DOCUMENTS. In the event of any inconsistency, conflict, or ambiguity between or among the following specified contract documents (collectively the "Contract Documents"), the Contract Documents shall take precedence in the following order:

- a. All written modifications, amendments, including Project Specific Contract Amendments, and change orders to this Contract;
- b. This Contract, including all exhibits attached hereto and incorporated herein;
- c. SOQ;
- d. Specific Conditions;
- e. Design and construction documents prepared and approved in accordance with the DCP;
- f. DCP; and
- g. RFQ.

The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the GMP specified in each Project Specific Contract Amendment for each Specific Project. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict,

with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in this Section 5 hereof.

6. OWNERSHIP OF WORK PRODUCT.

a. Design-Builder shall deliver to Owner for approval and acceptance, and before being eligible for final payment of any amounts due: all drawings, maps, and plats; the originals of specifications; the approved as-built drawings if Design-Builder has performed contract administration; true copies of all computations, survey notes, and diaries; and, copies of memoranda and pertinent correspondence pertaining to the work (including a copy of all computer disks containing any of the aforementioned data). Design-Builder shall provide a copy of all CADD work on computer disks in the Autocad drawing format or the transfer DFX format. CADD work shall conform with the current CADD standards of the Engineering Division of Owner. All such documents described in this Section 6.a (collectively referred to as "Work Products") shall become the property of Owner. Design-Builder shall not be liable for any re-use of such Work Products for other than the specific purpose intended without Design-Builder's written verification or adaptation thereof. Design-Builder and Owner agree that said Work Products shall be considered as works made for hire under the United States copyright laws. Owner shall have the absolute and exclusive right to own and use all the Work Products together with any and all copyrights, patents, trademarks, and service marks associated with the Work Products. The use of the Work Products in any manner by Owner shall not support any claim by Design-Builder for additional compensation.

b. Upon termination of the Contract for any reason prior to Specific Project completion, all Work Products completed up through the date of termination and paid for by Owner under the terms of this Contract shall become the property of Owner as set forth in Section 6.a above.

c. In addition to any other indemnifications from the Design-Builder to Owner in the Contract Documents, Design-Builder will, at its expense, defend all claims, actions, or proceedings against Owner based on any allegation that the Work Products or any part of the Work Products constitutes an infringement of any copyright, patent, or any other intellectual property right, and will pay to Owner all costs, damages, charges, and expenses occasioned to Owner by reason thereof. Owner will give Design-Builder written notice of any such claim, action, or proceeding and, at the request and expense of Design-Builder, Owner will provide Design-Builder with available information, assistance, and authority for the defense. If in any action or proceeding the Work Products or any parts thereof are held to constitute an infringement, Design-Builder will forthwith either secure for Owner the right to continue using the Work Products or will, at Design-Builder's expense, replace the infringing items with non-infringing Work Products or make modifications as necessary so that the Work Products no longer infringe. Design-Builder will obtain and pay for all patent, copyright, and other intellectual property royalties and license fees required in respect of the Work Products.

7. CONTRACT TIME.

a. **Date of Commencement.** The Work on any Specific Project shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed (the "Date of Commencement") unless the parties mutually agree otherwise in writing. No Notice to Proceed shall be issued by Owner prior to the parties' execution of a Project Specific Contract Amendment for a Specific Project in accordance with Section 8 herein, and Owner shall assume no liability or obligation to Design-Builder prior to the issuance of a Notice to Proceed. For purposes of this Agreement, a "Notice to Proceed" shall mean the written notification by Owner to Design-Builder to proceed with the construction of a Specific Project.

b. **Substantial Completion and Final Completion.** For purposes of this Agreement, "Substantial Completion" shall be defined as in the Specific Conditions. Substantial Completion of each Specific Project shall be achieved by the date set forth in the Notice to Proceed for a Specific Project (the "Scheduled Substantial Completion Date"). Guaranteed Completion of each Specific Project shall be achieved by the date as set forth in the Project Specific Contract Amendment for each Project (the "Guaranteed Completion Date"). Design-Builder shall resolve all items on the Substantial Completion punch to Owner's satisfaction and acceptance by the Guaranteed Completion Date (the "GCD"). All of the dates set forth in this Section 7 (the "Contract Times") shall be subject to adjustment in accordance with the Specific Conditions.

c. **Time of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Project Specific Contract Amendment for each Specific Project.

d. **Liquidated Damages.** Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date contained in the Notice to Proceed and Project Specific Contract Amendment for a Specific Project, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by one (1) day after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner the amount specified in the Project Specific Contract Amendment as liquidated damages for each day that the Substantial Completion extends beyond the LD Date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving Substantial Completion by the Scheduled Substantial Completion Date and shall be Owner's sole remedy for the delay. Design-Builder understands and agrees that liquidated damages are to be paid not as a penalty, but as compensation to Owner as fixed and reasonable liquidated damages for losses that Owner will suffer because of such default, whether through increased administrative and engineering costs, interference with Owner's normal operations, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity. Liquidated damages may, at Owner's sole discretion, be deducted from any monies held by Owner that are otherwise payable to Design-Builder.

8. PROJECT SPECIFIC CONTRACT AMENDMENTS. Owner may enlist Services from the Design-Builder for a Specific Project or multiple Specific Projects together during the term of this Contract. Prior to Owner's issuing a Notice to Proceed for a Specific Project, Owner and Design-Builder will execute a Project Specific Contract Amendment in the form attached hereto as **Exhibit B**. Owner shall have no liability or obligations to Design-Builder prior to Owner's issuance of a Notice to Proceed for a Specific Project. All Project Specific Contract Amendments will be subject to approval by the City of Jacksonville's Competitive Sealed Proposal Evaluation Committee (CSPEC) and the Mayor or his designee. Each Project Specific Contract Amendment shall contain: (1) a specific description of the Project; (2) Guaranteed Maximum Price (GMP) in accordance with Section 10 herein which is equal to Design-Builder's Fee (as defined in Section 9.b.4 hereof) plus the negotiated lump sum Cost of the Work (as defined in Section 9.d hereof), subject to any adjustments made in accordance with the Specific Conditions; (3) a Scheduled Substantial Completion Date; (4) Guaranteed Completion Date; (5) the amount of liquidated damages in accordance with Section 7.d; and, (6) an updated Maximum Indebtedness amount under this Contract.

9. MAXIMUM INDEBTEDNESS; PAYMENTS TO DESIGN-BUILDER.

a. **Maximum Indebtedness.** Owner's maximum indebtedness under this Contract is an amount not to exceed **ZERO AND 00/100 DOLLARS (\$0.00)** ("Maximum Indebtedness). The Maximum Indebtedness amount shall be increased via a Project Specific Contract Amendment.

b. **Payments.**

1. Owner will pay Design-Builder for each Specific Project using either a two-phased approach where Owner will first pay Design-Builder an amount to perform a portion of the design elements based upon a DCP for a Specific Project as described in Section 4 of the RFQ to enable the Owner and Design-Builder to negotiate a GMP and GCD for the Specific Project, or a one-phased approach where Owner will negotiate a GMP and GCD, which shall include design services. Any such amount paid by Owner under either approach will be pursuant to a Project Specific Contract Amendment.
2. Upon Owner's acceptance of the GMP Proposal in accordance with Section 10 herein, Owner and Design-Builder will execute a Project Specific Contract Amendment and pay Design-Builder in accordance with the payment terms set forth in the Specific Conditions.
3. Notwithstanding the foregoing, Design-Builder acknowledges and agrees that Owner may not solicit Design-Builder to perform any Work pursuant to the terms hereof during the term of this Contract, and Owner makes no guarantee or representation as to the quantity of Specific Projects, if any, that Owner may solicit, or issue to, Design-Builder to perform Work during the term of this Contract.

Design-Builder further acknowledges and agrees that Design-Builder shall have no recourse, legal or otherwise, against Owner if Owner does not solicit Design-Builder to perform any Work or Specific Projects pursuant to this Contract.

4. **Design-Builder's Fee.** Design-Builder's Fee for each Specific Project shall be limited as follows:

- A. For Projects with a GMP less than \$100,000, Design Builder's Fee shall not exceed fifteen percent (15%) of the negotiated lump sum Cost of the Work for that Project, subject to negotiations between both parties.
- B. For Projects with a GMP between \$100,000 and \$500,000, Design-Builder's Fee shall not exceed ten percent (10%) of the negotiated lump sum Cost of the Work for that Project, subject to negotiations between both parties.
- C. For Projects with a GMP in excess of \$500,000, Design-Builder's Fee shall not exceed seven and a half percent (7.5%) of the negotiated lump sum Cost of the Work for that Project, subject to negotiations between both parties.

5. **Cost of the Work.** The term "Cost of the Work" shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work required for each Specific Project. The Cost of the Work shall include only the following:

- A. Wages of direct employees of Design-Builder performing the Work at the Sites or, with Owner's agreement, at locations off the Sites.
- B. Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and located at the Sites or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.
- C. Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices who are performing functions required to complete the Work. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a markup to compensate Design-Builder for the Project-related overhead associated with such personnel.
- D. Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions, and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent

such costs are based on wages and salaries paid to employees of Design-Builder covered under Section 9.b.5.C hereof.

6. The reasonable and documented portion of the cost of travel, accommodations, and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

7. Payments properly made by Design-Builder to subcontractors and design consultants for performance of portions of the Work, including any required insurance and bond premiums incurred by subcontractors and design consultants.

8. Costs, including transportation, inspection, testing, storage, and handling of materials, equipment, and supplies incorporated or reasonably used in completing the Work.

9. Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling, and removing such items.

10. Costs of removal of debris and waste from the Sites.

11. The reasonable costs and expenses incurred in establishing, operating, and demobilizing the Site(s) office(s), including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying, and DSL internet services.

12. Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment, and hand tools not customarily owned by the workers which are provided by Design-Builder at the Sites, whether rented from Design-Builder or others, and incurred in the performance of the Work.

13. Premiums for insurance and bonds required by this Agreement or the performance of the Work, including but not limited to errors and omissions insurance, including any subcontractors bonds as Design-Builder deems appropriate.

14. All fuel and utility costs incurred in the performance of the Work.

15. Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work.

16. Costs for permits, royalties, licenses, tests, and inspections incurred by Design-Builder as a requirement of the Contract Documents.

17. Deposits which are lost, except to the extent caused by Design-Builder's negligence.

18. Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property to the extent not covered by Design-Builder's insurance.

19. Other documented costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

20. Design-Builder Firm, when qualified, may self-perform all or a portion of the Work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit for the direct cost of the Work.

21. Costs of all reproductions used for bidding or information purposes required by the Specific Projects to directly benefit the Specific Projects.

22. Costs for watchmen and security services for the Specific Projects.

23. Costs for such temporary facilities during construction, as approved by Owner, including temporary water, heat, power, sanitary facilities, telephones, radios, and computers with software.

24. Costs for efficient logistical control of the Sites, including horizontal and vertical transportation and materials and personnel. Also, costs for adequate storage.

c. **Non-Reimbursable Costs.** The following shall be excluded from the Cost of the Work:

1. Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 9.b.5.C hereof.

2. Overhead and general expenses, except as provided for in Section 9.b hereof, or which may be recoverable for changes to the Work.

3. The cost of Design-Builder's capital used in the performance of the Work.

4. Once the parties have agreed on a GMP, costs that would cause the GMP, as may be adjusted in accordance with the Contract Documents, to be exceeded.

5. Any costs incurred by Design-Builder arising out of Design-Builder's, or its employees', agents', contractors' and subcontractors' errors, negligent or wrongful acts, or omissions in performing the Work.

10. GUARANTEED MAXIMUM PRICE.

a. **GMP Established after Execution of this Agreement**

1. **GMP Proposal.** Design-Builder shall submit a GMP Proposal to Owner for each Specific Project which shall include the following unless the parties mutually agree otherwise:

- A. A proposed GMP, which shall be the sum of:
 - 1) Design-Builder's Fee as defined in Section 9.b.4 hereof;
 - 2) the negotiated lump sum Cost of the Work as defined in Section 9.b.5 hereof, inclusive of any Design-Builder's Contingency, if applicable, as defined in this Section 10; and
 - 3) For purposes of this Agreement, "Contingency" means the amount set forth in the GMP, which amount shall not constitute more than fifteen percent (15%) of the GMP, and which amount is available for Design-Builder's exclusive use for costs that are incurred in performing the Work that are not included in a specific line item or which would be the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs include trade buy-out differentials, overtime, and acceleration. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. In no event shall the Contingency be used by Design-Builder to pay for Non-Reimbursable Costs, as defined in Section 9.c. Design-Builder shall provide Owner with notice of all anticipated charges against the Contingency, and any Contingency amount remaining unused upon Final Payment shall be returned to Owner.
- B. A list of the drawings and specifications, including all addenda, used as the basis for the GMP Proposal;
- C. A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications;

- D. The allowable construction time upon which the proposed GMP is based, and a schedule upon which the Scheduled Substantial Completion Date is based;
- E. A list of allowances and a statement of their basis;
- F. A schedule of alternate prices;
- G. A schedule of unit prices;
- H. A statement of Additional Services; and
- I. The time limit for acceptance of the GMP Proposal.

2. **Review and Adjustment to GMP Proposal.** After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.

3. **Acceptance of GMP Proposal.** If Owner accepts the GMP Proposal, as may be amended by Design-Builder and Owner, Owner shall submit the GMP Proposal to the City of Jacksonville's Competitive Sealed Proposal Evaluation Committee (CSPEC) for approval. Upon obtaining approval from CSPEC, Owner and Design-Builder will execute a Project Specific Contract Amendment in the amount of the GMP.

4. **Failure to Accept the GMP Proposal.** If Owner rejects the GMP Proposal or fails to notify Design-Builder in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

- A. Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 10.a.3 above;
- B. Owner may abandon pursuit of a Specific Project with this Design-Builder and terminate this Contract in accordance with the terms herein.

11. PROCEDURE FOR PAYMENT.

a. Progress Payments.

1. Design-Builder shall submit to Owner on the tenth (10th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the Specific Conditions.

2. Owner shall make payment within twenty-one (21) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the Specific Conditions, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the Specific Conditions.

3. Progress payments under this Section only will be made upon Owner's receipt from Design-Builder of updated schedules and reports submitted with each invoice, as set forth in Section 2.1.2 of the Specific Conditions.

b. Retainage on Progress Payments.

1. Owner will retain ten percent (10%) of each Application for Payment; provided, however, that when fifty percent (50%) of the Work has been completed by Design-Builder, Owner will consider, in its sole discretion, whether to retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for subcontractors completing their work early in the Specific Project. Retainage shall not be withheld on services or fees set forth in Section 9.c herein and for materials purchased by Design-Builder.

2. Upon Final Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the Specific Conditions, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to one and one-half (1 ½) times the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Final Completion.

3. **Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the Specific Conditions. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within twenty-one (21) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the Specific Conditions.

4. **Record Keeping and Finance Controls.** Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance

with generally accepted accounting principles and as provided in the Contract Documents and, specifically, Section 12.31 of the Specific Conditions. During the performance of the Work and for a period of three (3) years after receipt of final payment, Owner and Owner's accountants shall be afforded access from time to time, upon reasonable notice, to Design-Builder's records, books, correspondence, receipts, subcontracts, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after receipt of final payment.

12. TERMINATION.

a. Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Contract or any Specific Project. In such event, Design-Builder shall cease performing Work on the Specific Project and Owner shall pay Design-Builder for the following:

1. Up to receipt of notice of termination: (i) all Work actually, timely, and faithfully rendered on all Specific Projects, including that portion of Design-Builder's fees equal to the percentage of Work completed and (ii) for proven and documented costs or expenses in connection with the Work required for each Specific Project. Thereafter, until the date of termination, only for such services as are specifically authorized in writing by Owner, and

2. Fair compensation either by purchase or rental, at the election of Owner, for any equipment obtained by Design-Builder and used for the Specific Projects.

b. If Owner terminates this Contract pursuant to Section 12.a above and proceeds to design and construct the Specific Project through its employees, agents, or third parties, Owner's rights to use the Work Products shall be as set forth in Section 6 hereof.

13. REPRESENTATIVES OF THE PARTIES.

a. **Owner's Representatives.** Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes relating to this Contract:

Thomas Fallin, P.E.
Engineer and Construction Management Division
Public Works Department, City of Jacksonville
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8710
Email:ThomasF@coj.net

Owner shall designate various individuals as its Owner's Representative for each Specific Project performed under this Contract, which individual has the authority and responsibility set forth in Section 3.4 of the Specific Conditions. The Owner's Representative for each Specific Project shall be designated in the Project Specific Contract Amendment for each Project.

b. Design-Builder's Representatives.

Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes relating to this Contract:

Marianne Sypniewski, VP/Treasurer
ACON Construction Co., Inc.
3653 Regent Boulevard, Suite 401
Jacksonville, Florida 32224
904.565.9060 (Phone); 904.565.9080

Design-Builder shall designate various individuals as its Design-Builder's Representative for each Project performed under this Contract, which individual has the authority and responsibility set forth in Section 2.1.1 of the Specific Conditions. The Design-Builder's Representative for each Specific Project shall be designated in the Project Specific Contract Amendment for said Project.

14. NOTICES. Unless otherwise provided herein, any and all notices which are permitted or required in this Contract shall be in writing and shall be duly delivered and given when personally served or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail – return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein or such other address either party from time to time specifies in writing to the other.

If to the Owner: Engineering and Construction
 Management Division
 Department of Public Works
 214 N. Hogan Street
 Jacksonville, Florida 32202
 Attn: Director

With a copy to: Office of General Counsel
 Government Operations
 117 West Duval Street, Suite 480
 Jacksonville, Florida 32202

Attn: Corporation Secretary

If to Design-Builder: David Sypniewski, President/Secretary
ACON Construction Co., Inc.
3653 Regent Boulevard, Suite 401
Jacksonville, Florida 32224

With a copy to:

15. MISCELLANEOUS PROVISIONS.

- a. **Amendments.** All changes to, additions to, modifications of, or amendments to this Contract or any of the terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.
- b. **Headings.** The paragraph headings used in this Contract are for convenience purposes only and shall not be used in the interpretation of this Contract.
- c. **Exhibits.** All exhibits attached hereto are incorporated herein by this reference and made a part of this Contract.
- d. **Counterparts.** This Contract may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of the Contract, it shall not be necessary to produce or account for each counterpart.
- e. **Severability.** The provisions of this Contract are severable, and if any provision of any part hereof or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such provision or part hereof to other persons or circumstances shall not be affected thereby.
- f. **Dates and Time Periods.** Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday, or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday, or legal holiday.
- g. **Governing Law.** This Contract shall be governed and interpreted under the laws of the State of Florida. The venue shall be Duval County, Florida.
- h. **Approvals.** Design-Builder represents and warrants to Owner that Design-Builder has full right and authority to execute and perform its obligations under this Contract, and Design-Builder and the person(s) signing this Contract on Design-Builder's behalf represent and warrant to Owner that such person(s) are duly authorized to execute this Contract on Design-Builder's behalf without further consent or approval by anyone. Design-Builder shall deliver to Owner promptly upon request all documents reasonably

requested by Owner to evidence such authority.

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

Attest:

By: James R. McCain, Jr.
Corporation Secretary



CITY OF JACKSONVILLE

By: Lenny Curry
Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

In compliance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract, and that provision has been made for the payment of the monies provided therein to be paid from the following account:

See Next Page
Director of Finance
CITY Contract Number: _____

Form Approval:

By: James R. McCain, Jr.
Office of General Counsel

Witness:

By: Catherine Watson
Name: Catherine Watson

ACON CONSTRUCTION CO., INC.

By: David Sypniewski
Name: David Sypniewski
Its: President

Encumbrance and funding information for internal City use:


Account..... _____

Amount.....\$ _____

*This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be **encumbered** by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.*

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Director of Finance

City Contract # 8150-15 

Contract Encumbrance Data Sheet follows immediately.

Exhibit “A”

Special Conditions to immediately follow this page.

Specific Conditions (Design-Build Contract)

Table of Contents

Article 1: General.....	
Article 2: Design-Builder’s Services and Responsibilities	
Article 3: Owner’s Services and Responsibilities	
Article 4: Hazardous Conditions and Differing Site Conditions	
Article 5: Insurance and Bonds	
Article 6: Payment.....	
Article 7: Indemnification	
Article 8: Time	
Article 9: Changes to the Contract Price and Time.....	
Article 10: Contract Adjustments and Disputes.....	
Article 11: Stop Work and Termination for Cause	
Article 12: Miscellaneous	

1.Article 1

General

1.1 Mutual Obligations

1.1.1 Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Contract or Agreement* refers to the executed agreement between Owner and Design-Builder pursuant to a contract award issued by the City of Jacksonville's Procurement Division in accordance with the RFQ to perform design-build services for Specific Project(s).

1.2.2 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.3 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder or Subcontractor, to furnish design services required under the Contract Documents.

1.2.4 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.5 *Specific Conditions of Contract* refer to this *Specific Conditions of Contract*, which shall be incorporated into the Contract by reference and made a part thereof.

1.2.6 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Projects or Sites, the practices involved in the Projects or Sites, or any Work.

1.2.7 *Design Criteria Package or DCP* is defined in Section 2 of the RFQ and will be developed by Owner for each Specific Project is developed by or for Owner to describe Owner's requirements and objectives for the Specific Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. The DCP may include conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements.

1.2.8 *Specific Project or Project* is an individual assignment to be performed under the Contract. Each project shall be authorized by a Notice to Proceed after a Project Specific Contract Amendment has been executed by Owner and Design-Builder. Each Specific Project shall be performed under a Guaranteed Maximum Price (GMP) and Guaranteed Completion Date as specified in the Contract amendment. Owner shall have no liability or obligations to Design-Builder prior to Owner's issuance of a Notice to Proceed for a Specific Project.

1.2.9 *Site* is the land or premises on which the Project(s) is/are located.

1.2.10 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work required for the Projects and shall include materialmen and suppliers.

1.2.11 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work required for the Projects and shall include materialmen and suppliers.

1.2.12 *Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.13 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents to complete the Specific Projects. A Specific Project may be performed individually or multiple Specific Projects may be performed aggregately by Design-Builder

1.2.14 *RFQ* shall mean the CDB-_____ Request For Qualifications No._____ issued by Owner for the Work.

Unless otherwise defined in these Specific Conditions, all capitalized terms contained herein shall have the same meaning as given to them in the RFQ.

2. Article 2

Design-Builder's Services and Responsibilities

2.1 General Services

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner's Representative and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work for each Specific Project, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and (v) other items require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the GMP and within the Contract Time(s). In addition, Design-Builder shall provide Owner with a log of submittals, RFI's, Change Orders, and shop drawings.

2.1.3 Design-Builder shall prepare and submit a schedule for the execution of the Work for each Specific Project for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of and response to the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.2 Design Professional Services

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work for the Projects consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Specific Project. Notwithstanding the preceding sentence, if the parties agree upon specific performance standards for any aspect of the Work, which standards are to be set forth in a Project Specific Contract Amendment entitled "Performance Standard Requirements," the design professional services shall be performed to achieve such standards.

2.4 Design Development Services

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim

design submissions may include design criteria, drawings, diagrams and specifications setting forth the Specific Project requirements. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner "Construction Documents" setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth Section 2.4.1 above. After Owner's issuance of a Notice to Proceed, Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work; provided, however, nothing in this 2.4.4 authorizes work not expressly and in writing agreed to by Owner pursuant to an amendment to the Contract.

2.5 Legal Requirements

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) for any Specific Projects may be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of Notice to Proceed affecting the performance of the Work. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits

2.6.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Specific Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services

2.7.1 Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Specific Projects consistent with the Contract Documents. Owner may provide additional inspection and testing services, but Owner shall not be obligated to provide such services.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Specific Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Specific Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Specific Project or a portion of the Specific Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall perform periodic safety inspections of the Site and correct any conditions on the Site determined to be unsafe from said inspection as soon as practicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Specific Project or the Work.

2.9 Design-Builder's Warranty

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Design-Builder or anyone for whose acts Design-Builder may be liable. Nothing in this warranty is intended to limit any manufacturer's warranty which

provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents, at no additional cost to Owner.

2.10.2 Design-Builder shall, within fourteen (14) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such fourteen (14) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the fourteen (14) day periods identified herein shall be deemed inapplicable.

2.10.3 The one year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

3. Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule, as approved by Owner.

3.2 Furnishing of Services and Information

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, within ten (10) days after execution of the Contract, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 To the extent available, geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Specific Project and enable Design-Builder to perform the Work;

3.2.1.4 To the extent available, a legal description of the Site;

3.2.1.5 To the extent available, as-built and record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.3 Intentionally deleted.

3.4 Owner's Representative

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work.

3.5 Government Approvals and Permits

3.5.1 Design Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees necessary to perform and construct the Work.

3.6 Owner's Separate Contractors

3.6.1 Owner is responsible for all work performed on the Specific Project or at the Site by separate contractors under Owner's control. Owner shall require its separate contractors to reasonably cooperate with, and coordinate their activities so as not to unreasonably interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

4. Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions

4.1.1 Unless otherwise expressly provided herein or in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site that are not introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. Upon encountering any such Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Specific Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Specific Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Specific Project or Site.

4.1.4 Design-Builder may be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been materially adversely impacted by the presence of Hazardous Conditions.

4.1.5 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. Design-Builder and its Subcontractors shall comply with all Legal Requirements for the handling of such Hazardous Conditions and shall bear full responsibility for such Hazardous Conditions, including, but not limited to, payment and liability for the transportation, use and disposal of any hazardous materials under Design-Builder's control during the performance of the Work. Disposal of hazardous materials should only be at Owner approved facilities. Design-Builder shall provide Owner with appropriate documentation showing proper disposal of its hazardous materials.

4.1.6 In addition to the indemnity requirements in Article 7 below, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable or for violating any Legal Requirements for the handling of such Hazardous Conditions.

4.2 Differing Site Conditions

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder may be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than three (3) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

5.Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements

5.1.1 Design-Builder's Insurance Requirements shall be as set forth in the RFQ.

5.2 Bonds and Other Performance Security

5.2.1 Design-Builder's requirements as to performance and labor and material payment bonds shall be as set forth in the RFQ.

6.Article 6

Payment

6.1 Schedule of Values

6.1.1 Within ten (10) days after receipt of Notice to Proceed for a Specific Project, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work (the "Schedule of Values"). The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work, provided said progress is consistent with the Schedule of Values.

6.2 Monthly Progress Payments

6.2.1 On or before the date established in the Contract, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Specific Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 The Application for Payment shall constitute Design-Builder's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Specific Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments

6.3.1 On or before the date established in the Contract, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Contract.

6.4 Right to Stop Work

6.4.1 If Owner fails to pay Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof.

6.5 Design-Builder's Payment Obligations

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Article 7 hereof.

6.6 Substantial Completion

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete. Within ten (10) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents. If such Work is substantially complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Specific Project's security, maintenance, utilities and insurance pending final payment and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to one and one-half (1 ½) times the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion, upon consent of Surety.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Specific Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Contract, provided that Design-Builder has completed all of the Work in conformance with the Contract Documents.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 an affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 a general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 consent of Design-Builder's surety to final payment;

6.7.2.4 all operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

7. Article 7

Indemnification

7.1 Design Builder's General Indemnification of Owner - Design Services.

7.1.1. Design-Builder's indemnification obligations to Owner for design services shall be as set forth in the RFQ.

7.2 Design-Builder's General Indemnification of Owner - Construction Services.

7.2.1 Design-Builder's indemnification obligations to Owner for construction services shall be as set forth in the RFQ.

8. Article 8

Time

8.1 Obligation to Achieve the Contract Times

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Section 7 of the Contract.

8.2 Delays to the Work

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder also may be entitled, in Owner's reasonable discretion, to an appropriate adjustment of the Contract Price as set forth in Section 10.1 below; provided, however, that the Contract Price shall not be adjusted for those events set forth in Section 8.2.1 above that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

9. Article 9

Changes in the Project

9.1 **Change Orders.** The Owner, without invalidating the Contract, may order Changes in the Specific Project within the general scope of the Contract consisting of additions, deletions or other revisions, the GMP, and the Construction Completion Date, being adjusted accordingly. All changes in the Specific Project not covered by an authorized contingency shall be authorized by Change Order to the Project Specific Contract Amendment.

9.1.1 Change Order Definition - A Change Order is a written order on an approved change order form under the authorization of the City of Jacksonville to the Design-Builder signed by the Owner

issued after the issuance of Notice to Proceed authorizing a Change in the Specific Project, the Design-Builder's fee, or the Construction Completion date. Each adjustment in the GMP resulting from a change order shall clearly separate the amount attributable to the Cost of the Specific Project. Execution of a Change Order by the Design-Builder serves as a waiver and an accord and satisfaction of all issues related to the work identified in the Change Order.

9.1.2 Acceptable Ways Of Determining Increases Or Decreases In The GMP On Change Orders - The increase or decrease in the Guaranteed Maximum Price resulting from a change in the Specific Project shall be determined in one or more of the following ways:

9.1.2.1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Owner;

9.1.2.2 by unit prices stated in the Contract or subsequently agreed upon, if less;

9.1.2.3 by Cost of Work as defined in Section 9.D of the Contract and a mutually acceptable fixed or percentage fee if less than the negotiated fee; or

9.1.2.4 by the method provided in Subparagraph 9.1.3.

9.1.3 Itemized Accounting On Change Orders - If none of the methods set forth in Clause 9.1.2 is agreed upon, the Design-Builder, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner will establish an estimated cost of the work and the Design-Builder shall not perform any work whose cost exceeds that estimate without prior written approval by the Owner. In such case, and also under Article 9.1.2 above, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data organized and maintained consistent with reasonable generally accepted accounting principals and practices of the increase in the Cost of Work of the Specific Project as outlined in Section 9.D of the Contract. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Design-Builder to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

9.1.4 Adjustments In Unit Prices & GMP Due To Inequitable Quantity Changes - If unit prices are stated in the contract amendment or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Design-Builder, the applicable unit prices and Guaranteed Maximum Price may be equitably adjusted.

9.1.5 Concealed Conditions - Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered in work of the character provided for in the Contract, be encountered, the Guaranteed Maximum Price and the Construction Completion date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 9.1.

9.2 Claims For Additional Cost Or Time

All claims for additional cost or time shall be made by request for a change order submitted as provided in this Article 9. If there is any time delay or disruption during the Specific Project, the Substantial Completion date shall be extended by Change Order. Design-Builder must provide a time impact analysis justifying any request for equitable time extension.

Only delays or disruptions which are determined to extend the critical path for the schedule or constructing the Specific Project will result in a time extension. Neither the Owner nor the Design-Builder shall be considered to own the schedule float time.

No Owner's representative has the authority to allow or require constructive acceleration; actual acceleration shall only be compensable upon specific written approval by the Owner after receipt of an acceptable time impact analysis and evaluation of a recovery schedule that would reasonably justify such action

9.3 Minor Changes In The Project

The Owner's Representative will have authority to order minor changes in the Specific Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be effected by written order. Changes shall be approved by the Owner's Representative.

9.4 Emergencies

In any emergency affecting the safety of persons or property, the Design-Builder shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Design-Builder on account of emergency work shall be determined as provided in this Article 9.

10. Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief

10.1.1 Settlement of Claims. In any case where Design-Builder deems that extra compensation is due it for services or materials not clearly covered in the Contract, or not ordered in writing by the Owner as an additional service, Design-Builder shall notify the Owner in writing within seven (7) days of the time the request is made, and before it begins the work on which it bases the claim. Design-Builder shall not commence such work without prior written authorization from the Owner. If such authorization is not previously given, or the claim is not separately and strictly accounted for, Design-Builder hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim. Any dispute not otherwise settled shall be resolved by City of Jacksonville Executive Order 98-212. Design-Builder agrees that the Owner shall not be liable for any claim that Design-Builder fails to submit as timely notice a Request for Change Order as provided herein.

10.1.2 Exclusive Remedy of Claim. For work Design-Builder performs with its own forces, and in addition to the adjustments provided for in Articles 8 and 9, Design-Builder's exclusive remedy for delays or disruption in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Section 10.1.1 above, for an extension of the scheduled construction time. In the event of a change in such work, Design-Builder's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus the negotiated fee percentage for the Specific Project for overhead and profit. Design-Builder expressly agrees that the foregoing constitutes its sole and exclusive remedies for delays or disruptions and changes in such work, and eliminate any other remedies for claim for increase in the contract price relating to accidents, disruption or delays, changes in the work, damages, losses or additional compensation.

10.2 Duty to Continue Performance

10.2.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

11. Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work

11.1.1 Owner may, without cause and for its convenience, order Design-Build in writing to stop and suspend the Work on any Specific Project. Such suspension shall not exceed ninety (90) consecutive days or aggregate more than one-hundred twenty (120) days during the duration of the Specific Project.

11.1.2 Design-Build is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause

11.2.1 If Design-Build persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents (each of the foregoing an "Event of Default" or "Default"), then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an Event of Default, Owner may provide written notice to Design-Build that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Build's receipt of such notice. If Design-Build fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Build of its intent to terminate within an additional seven (7) day period. If Design-Build, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Contract terminated for default by providing written notice to Design-Build of such declaration.

11.2.3 Upon declaring the Contract terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Build hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor services, materials, equipment and other items. In the event of such termination, Design-Build shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Build. Notwithstanding the preceding sentence, Design-Build will only be entitled to be paid for Work performed prior to its Default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Build shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Build's Default.

11.2.4 If Owner improperly terminates the Contract for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Contract.

11.3 Design-Builder's Right to Stop Work

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop Work for the following reason:

11.3.1.1 Owner's failure to pay undisputed amounts properly due under Design-Builder's application for Payment within thirty (30) days after the due date.

11.3.2 Should the event set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If owner does not cure the problem within such seven (7) day period, Design-Builder may stop Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Contract for cause for the following reasons:

11.4.1.1 The Work has been stopped for ninety (90) consecutive days, or more than one-hundred twenty (120) days during the duration of the Specific Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible or the events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God..

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for ninety (90) consecutive days, or more than one-hundred twenty (120) days during the duration of the Specific Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problem set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Contract terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Contract for its convenience under Article 8 of the Contract.

11.5 Bankruptcy of Design-Builder

11.5.1 If Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future

material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Contract within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Contract, declare the Contract terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

12. Article 12

Miscellaneous

12.1 Amendments

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.2 Accuracy of Work

Design-Builder shall be responsible for the accuracy of its work, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of Design-Builder or subcontractors without additional compensation. Acceptance of the work by the Owner shall not relieve Design-Builder of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities. At any time during the construction of a Specific Project provided for by the Contract Documents or during any phase of work performed by others based on data furnished by Design-Builder under the Contract, Design-Builder shall confer with the Owner for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by Design-Builder. Design-Builder shall prepare all drawings or data to correct its errors and/or omissions without added compensation, even though final payment may have already been received therefore. Design-Builder shall be and shall remain liable, in accordance with applicable law, for all damages to the Owner caused by Design-Builder's breach of contract or its negligent performance of any of the services furnished under the Contract. Design-Builder shall not be responsible for any time delays in a Specific Project caused by circumstances beyond Design-Builder's control.

12.3 Public Utilities and Permitting Authorities

Where privately, publicly or cooperatively owned utility companies will require re-arrangements in connection with the proposed construction, and when certain permits will be required for construction, Design-Builder shall make the necessary contacts and confer with the owners of such utilities regarding the requisite revisions in their facilities, apprising the Owner of the results of all such contacts. Design-Builder shall make no commitments with utilities or permitting authorities which are binding upon the Owner. Owner shall conduct all negotiations with public utilities and authorities. However, Design-Builder shall participate in such negotiations at the request of the Owner.

12.4 Independent Contractor

In the performance of the Contract, Design-Builder shall be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venturer or associate of the Owner. Design-Builder shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of the Contract.

12.5 Ethics Provision For Professional Services

Design-Builder, by affixing its signature to the Contract represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in Chapter 602, Ordinance Code, and the provisions of the Jacksonville Purchasing Code contained in Chapter 126, Ordinance Code.

12.6 Cooperation With Counsel for the City

Design-Builder acknowledges that the Owner is represented by the Office of General Counsel. During the term of the Contract, it may be necessary to attend meetings or participate in telephone calls or discussions with counsel for the Owner for issues related to a Specific Project. Design-Builder may also have its counsel at such meetings, and it is agreed by the parties that neither side will claim that a conflict exists or that counsel may not represent its client on the basis of any such meeting, duty or conference.

12.7 Harmony

Design-Builder hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by Design-Builder and his Subcontractors for work on a Specific Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of a project. Design-Builder further agrees that this provision will be included in all subcontracts of the Subcontractors as well as Design-Builder's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

12.8 Apprentices

If Design-Builder employs apprentices on a project, the behavior of the Design-Builder and the Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. Design-Builder will include a provision similar to the foregoing sentence in each subcontract.

12.9 Unauthorized Immigrants

Owner shall consider the employment by Design-Builder of unauthorized immigrants a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract in accordance with the termination for cause provision above.

12.10 Prompt Payment to Subcontractors and Suppliers

12.10.1 Generally. When Design-Builder receives payment from Owner for labor, services, or materials furnished by subcontractors and suppliers hired by Design-Builder, Design-Builder shall remit payment due (less proper retainage) to those subcontractors and suppliers within 10 calendar days after Design-Builder's receipt of payment from Owner. Nothing herein shall prohibit Design-Builder from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Design-Builder may withhold the disputed portion of any such payment only after Design-Builder has provided notice to Owner and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Owner and said subcontractor or supplier within 10 calendar days after Design-Builder's receipt of

payment from Owner. Design-Builder shall pay all undisputed amounts due within the time limits imposed by this section.

12.10.2 Jacksonville Small and Emerging Business ("JSEB") Enterprise Participation.

Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Design-Builder shall pay all contracts awarded with certified JSEBs as defined therein their pro-rata share of their earned portion of the progress payments made by Owner under the applicable contract within seven (7) business days after Design-Builder's receipt of payment from Owner (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB at the time of payment. As a condition precedent to progress and final payments to Design-Builder, Design-Builder shall provide to Owner, with its requisition for payment, documentation that sufficiently demonstrates that Design-Builder has made proper payments to its certified JSEBs from all prior payments that Design-Builder has received from Owner. Design-Builder shall not unreasonably withhold payments to certified JSEBs if such payments have been made to the Design-Builder. If Design-Builder withholds payment to its certified JSEBs, which payment has been made by Owner to Design-Builder, Design-Builder shall return said payment to Owner. Design-Builder shall provide notice to Owner and to the certified JSEB whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Owner and said subcontractor or supplier within five (5) calendar days after Design-Builder's receipt of payment from Owner. Design-Builder shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the Owner as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

12.10.3 Third Party Liability. The prompt payment requirements hereunder shall in no way create any contractual relationship or obligation between the Owner and any subcontractor, supplier, JSEB, or any third-party, nor create any Owner liability for Design-Builder's failure to make timely payments hereunder. However, Design-Builder's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to Owner. As a result of said breach, the Owner, without waiving any other available remedy it may have against Design-Builder, may: (i) issue joint checks; and (ii) charge Design-Builder a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEBs and Chapter 218, Florida Statutes, for non-JSEBs, whichever is greater.

12.11 Audit Provisions

Chapter 126.109 of the Purchasing Code: A person providing capital improvements, contractual services, supplies or professional services with a value in excess of eight thousand dollars, computed on a cumulative basis for all the transactions during a fiscal year of the Owner, and purchased by the Owner pursuant to a method of purchase other than by formal competitive bid, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the Owner to allow access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

Form 6 – Price Sheet

NAME OF CONSULTANT ACON Construction Co., Inc.

Proposal Number CDB-0008-16, Design-Build Services for Active and Passive (Park) Projects

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on a project-by-project basis with the Project Specific Amendment

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer):	\$ <u>130.00</u> hr.
Project Manager (Responsible Professional):	\$ <u>110.00</u> hr.
XXXXXXXXXXXXXXXXXXXX Estimator	\$ <u>80.00</u> hr.
XXXXXX QC Manager	\$ <u>80.00</u> hr.
Inspector Superintendent	\$ <u>75.00</u> hr.
XXXXXXXXXXXXXXXXXXXX Admin Assistant	\$ <u>75.00</u> hr.
Clerical	\$ <u>50.00</u> hr.

3. Other Direct Project Costs per Unit (please specify)

To be negotiated

4. Estimated percentage of total fee to be performed by sub-contractors 35-50% %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Form 6 – Price Sheet

NAME OF CONSULTANT VRL Architects, Inc.

Proposal Number CDB-0008-16, Design-Build Services for Active and Passive (Park) Projects

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on a project-by-project basis with the Project Specific Amendment

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer):	\$ <u>145.00</u> hr.
Project Manager (Responsible Professional):	\$ <u>123.00</u> hr.
Registered Professional Engineer / Architect	\$ <u>108.00</u> hr.
Engineer Drafter	\$ <u>45.00</u> hr.
Inspector	\$ <u>123.00</u> hr.
Design	\$ <u>80.00</u> hr.
Engineering Technician	\$ <u>50.00</u> hr.
Clerical	\$ <u>50.00</u> hr.

3. Other Direct Project Costs per Unit (please specify)

As negotiated

4. Estimated percentage of total fee to be performed by sub-contractors _____ %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Form 6 – Price Sheet

NAME OF CONSULTANT Hanson Professional Services Inc.

Proposal Number CDB-0008-16, Design-Build Services for Active and Passive (Park) Projects

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on a project-by-project basis with the Project Specific Amendment

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer):	\$180.00 hr.
Project Manager (Responsible Professional):	\$165.00 hr.
Registered Professional Engineer	\$145.00 hr.
Engineer	\$125.00 hr.
Inspector	\$100.00 hr.
Engineering Technician	\$84.00 hr.
Clerical	\$58.00 hr.

3. Other Direct Project Costs per Unit (please specify)

4. Estimated percentage of total fee to be performed by sub-contractors 0%

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Form 6 – Price Sheet

NAME OF CONSULTANT Clary & Associates, Inc.

Proposal Number CDB-0008-16, Design-Build Services for Active and Passive (Park) Projects

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on a project-by-project basis with the Project Specific Amendment

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer):	\$ <u>190.00</u> hr.
Project Manager (Responsible Professional):	\$ <u>165.00</u> hr.
Registered Professional Engineer	\$ _____ hr.
Engineer	\$ _____ hr.
Inspector	\$ _____ hr.
Engineering Technician	\$ _____ hr.
Clerical	\$ <u>55.00</u> hr.

3. Other Direct Project Costs per Unit (please specify)

3 Man Field Crew \$155.00/hour

Cadd Technician \$95.00/hour

4. Estimated percentage of total fee to be performed by sub-contractors _____ %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Form 6 – Price Sheet

NAME OF CONSULTANT Environmental Services, Inc.

Proposal Number CDB-0008-16, Design-Build Services for Active and Passive (Park) Projects

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on a project-by-project basis with the Project Specific Amendment

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer):	\$ <u>200.00</u> hr.
Project Manager (Responsible Professional):	\$ <u>110.00</u> hr.
Senior Scientist	\$ <u>75.00</u> hr.
Project Scientist	\$ <u>60.00</u> hr.
Environmental Technician	\$ <u>50.00</u> hr.
CAD/GIS Analyst	\$ <u>80.00</u> hr.
Clerical	\$ <u>70.00</u> hr.

3. Other Direct Project Costs per Unit (please specify)

CAD/GIS Usage	\$30.00/hr.	Aerial Photography	\$50	0-15 acres
GPS	\$50.00/day		\$100	16-50 acres
ATV Usage	\$50.00/day		\$200	51-100 acres
Boat Usage	\$100.00/day		\$300	101-999 acres
All Subcontracted Services	Cost + 15%		\$500	1000+ acres

4. Estimated percentage of total fee to be performed by sub-contractors 0 %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Form 6 – Price Sheet

NAME OF CONSULTANT Haddad Engineering, Inc.

Proposal Number CDB-0008-16. Design-Build Services for Active and Passive (Park) Projects

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on a project-by-project basis with the Project Specific Amendment

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer):	\$ <u>\$180.00</u> hr.
Project Manager (Responsible Professional):	\$ <u>\$180.00</u> hr.
Registered Professional Engineer	\$ <u>\$117.00</u> hr.
Engineer	\$ <u>\$90.00</u> hr.
Inspector	\$ <u>\$90.00</u> hr.
Engineering Technician	\$ <u>\$65.00</u> hr.
Clerical	\$ <u>\$54.00</u> hr.

3. Other Direct Project Costs per Unit (please specify)

4. Estimated percentage of total fee to be performed by sub-contractors _____ %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Form 6 – Price Sheet

NAME OF CONSULTANT CSI Geo, Inc

Proposal Number CDH-0008-16, Design-Build Services for Active and Passive (Park) Projects

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on a project-by-project basis with the Project Specific Amendment

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer):	\$ <u>191.16</u> hr.
Project Manager (Responsible Professional):	\$ <u>151.47</u> hr.
Registered Professional Engineer	\$ <u>141.48</u> hr.
Engineer	\$ <u>109.65</u> hr.
Inspector	\$ <u>86.66</u> hr.
Engineering Technician	\$ <u>71.50</u> hr.
Clerical	\$ <u>45.76</u> hr.

3. Other Direct Project Costs per Unit (please specify)

Please see CSI Geo Published Fee Schedule

4. Estimated percentage of total fee to be performed by sub-contractors _____%

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Exhibit "B"

Project Specific Contract Amendment Form

[INSERT NUMBER] AMENDMENT TO
DESIGN-BUILD CONTRACT

THIS _____ **AMENDMENT TO DESIGN-BUILD CONTRACT** ("*Amendment*") is entered into and effective the day of _____, 20____, between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (the "Owner"), and _____ ("Design-Builder").

BACKGROUND FACTS

A. Owner and Design-Builder entered into that certain Design-Build Contract dated _____ for Design-Builder to perform the Services as more particularly described in CDB-0006-16 Request For Qualifications issued by Owner (the "*Contract*"); and

B. Owner and Design-Builder desire to amend the Contract to incorporate the Specific Project terms negotiated by the parties as set forth herein.

NOW, THEREFORE, in mutual consideration of the provisions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Contract as follows:

13. 1. Background Facts. The Background Facts as set forth above are agreed to be true and correct and incorporated herein by this reference.

A. Maximum Indebtedness.

14. Owner's maximum indebtedness under the Contract is an amount not to exceed (\$ _____ .00) ("Maximum Indebtedness). The Maximum Indebtedness amount shall be increased via a Project Specific Contract Amendment.

5. Scheduled Substantial Completion Date. In accordance with Section 7.B of the Contract, the Scheduled Substantial Completion Date for the Specific Project as agreed upon by the parties is _____ (____) days following the date of Owner's issuance of the Notice to Proceed for the Specific Project.

6. Guaranteed Maximum Price. In accordance with Section 10 of the Contract, the Guaranteed Maximum Price for the Specific Project as agreed upon by the parties is \$ _____.

7. Guaranteed Completion Date. In accordance with Section 7.B of the Contract, the Guaranteed Completion Date for the Specific Project as agreed upon by the parties is _ (____) days following the Scheduled Substantial Completion Date for the Specific Project.

8. Liquidated Damages. In accordance with Section 7.D of the Contract, the liquidated damages for each day that Substantial Completion extends beyond the LD Date for the Specific Project as agreed upon by the parties is \$ _____.

9. Designated Representatives. In accordance with Section 13 of the Contract, Owner's Representative for the Specific Project shall be (insert name, address, and phone/fax number):

In accordance with Section 13 of the Contract, Design-Builder's Representative for the Specific Project shall be (insert name, address, and phone/fax number):

15.

16. 10. Authority. Design-Builder represents and warrants to Owner that Design-Builder has full right and authority to execute and perform its obligations under the Contract as amended by this Amendment, and Design-Builder and the person(s) signing this Amendment on Design-Builder's behalf represent and warrant to Owner that such person(s) are duly authorized to execute this Amendment on Design-Builder's behalf without further consent or approval by anyone. Design-Builder shall deliver to Owner promptly upon request all documents reasonably requested by Owner to evidence such authority.

11. Effectiveness; Ratification of the Agreement. The Effective Date shall be the latter date that either Owner or Design-Builder executes this Amendment. The provisions of the Contract shall remain in full force and effect except as expressly provided in this Amendment.

17. 12. Entire Agreement. This Amendment is the entire agreement of the parties regarding the modifications to the Contract provided herein, and supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successor, legal representatives and assigns.

18. 13. Counterpart Execution. This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page was intentionally left blank by the parties.]

EXHIBIT A – SPECIFIC PROJECT DESCRIPTION/WORK

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

FOR OWNER:

CITY OF JACKSONVILLE, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida

Attest:

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry
Mayor

In compliance with the *Ordinance Code* of the Owner of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract, and provision has been made for the payment of the monies provided therein to be paid from the following account:

Director of Finance
CITY Contract Number: _____

Form Approval:

By: _____
Office of General Counsel

FOR DESIGN-BUILDER:

Attest:

By: _____
Corporate Secretary

By: _____
Name: _____
Its: _____

As Witnessed:

By: _____

Form 6 – Price Sheet
DO NOT SUBMIT WITH YOUR PROPOSAL

NAME OF CONSULTANT _____

Proposal Number _____

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer): \$ _____ hr.

Project Manager (Responsible Professional): \$ _____ hr.

Registered Professional Engineer \$ _____ hr.

Senior Inspector \$ _____ hr.

Inspector \$ _____ hr.

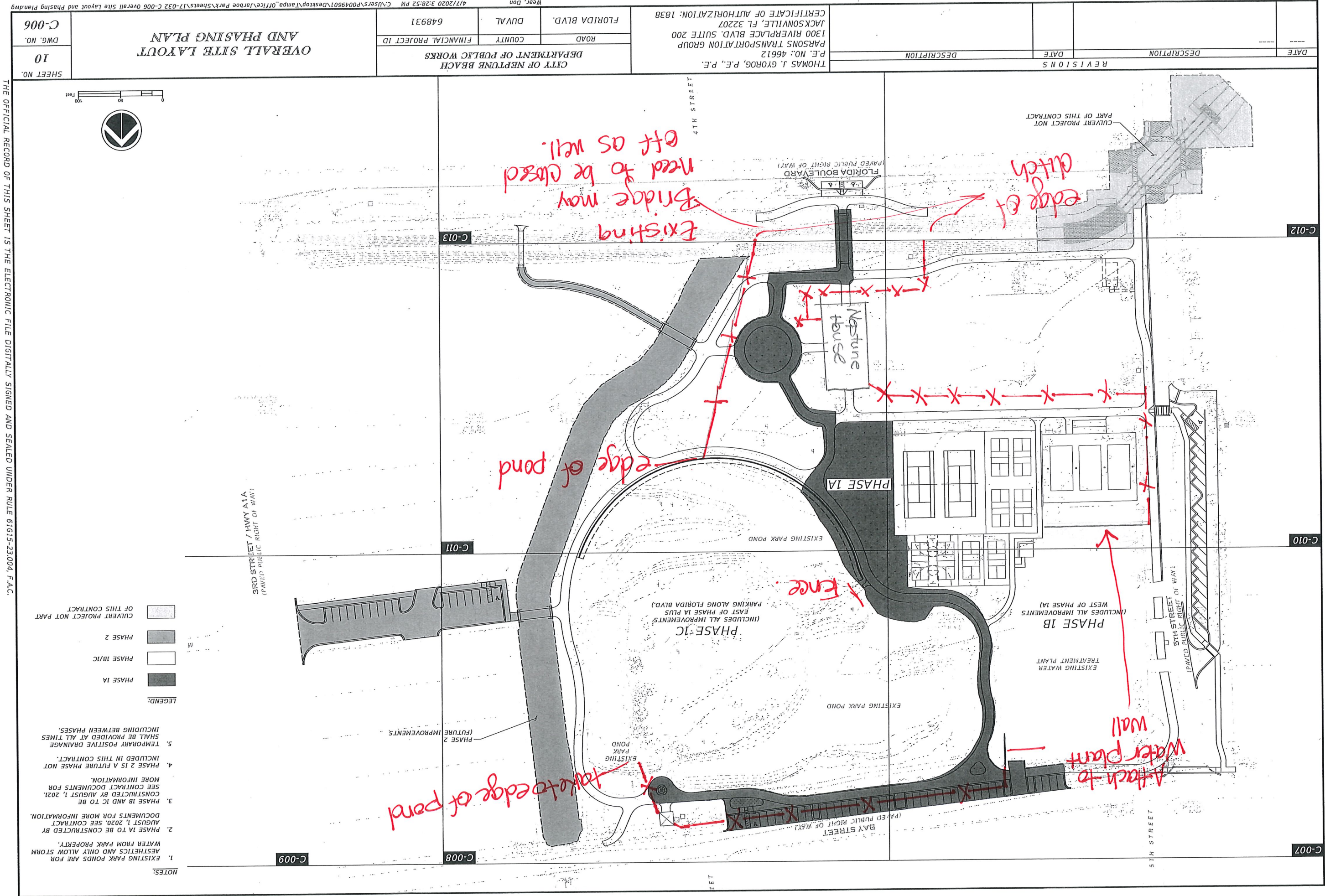
Engineering Technician \$ _____ hr.

Clerical \$ _____ hr.

3. Other Direct Project Costs per Unit (please specify)

4. Estimated percentage of total fee to be performed by sub-contractors _____ %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Cost Estimate for Jarboe Park												
Pay Item	Item Description	Quantity - 1A	Quantity - 1B	Quantity - 1C	Quantity - 2	Unit	Unit Price	Total - 1A	Total - 1B	Total - 1C	Total - 2	
102-1	TTCP - Flaggers and Misc. Items					LS	- \$	12,420.00	\$ 9,660.00			
102-60	TTCP - Work Zone Signs	450.00	450.00			ED	0.27 \$	121.50	\$ 121.50	\$ -	\$ -	
102-74-2	TTCP - Barricades	500.00	500.00			ED	0.34 \$	170.00	\$ 170.00	\$ -	\$ -	
104-1	Artificial Coverings/Rolled Erosion Control Products	912.16	312.91	566.52	343.74	SY	0.87 \$	793.58	\$ 272.23	\$ 492.87	\$ 299.05	
104-6	Temporary Slope Drain/Runoff Control Structure	50.00				LF	3.75 \$	187.50	\$ -	\$ -	\$ -	
104-10-3	Sediment Barrier	1,431.15	380.52	1,586.90	62.32	LF	1.16 \$	1,660.13	\$ 441.40	\$ 1,840.80	\$ 72.29	
104-11	Floating Turbidity Barrier	40.89				LF	12.43 \$	508.31	\$ -	\$ -	\$ -	
104-15	Soil Tracking Prevention Device	1.00				EA	2,844.10 \$	2,844.10	\$ -	\$ -	\$ -	
104-18	Inlet Protection System	3.00				EA	80.72 \$	242.16	\$ -	\$ -	\$ -	
110-1-1	Clearing & Grubbing and Demolition (Removal of Existing Asphalt)	2.24	0.30	1.00	0.29	AC	14,654.55 \$	32,838.84	\$ 4,330.20	\$ 14,688.93	\$ 4,261.56	
110-3	Demolition - Removal of Existing Bridge (includes relocation - East Bridge)				212.63	SF	43.45 \$	-	\$ -	\$ -	\$ 9,238.83	
110-4-10	Demolition - Removal of Existing Concrete	1,719.15	249.70	877.93	1,060.16	SY	17.77 \$	30,549.29	\$ 4,437.20	\$ 15,600.86	\$ 18,839.05	
-	Demolition - Relocate Old City Hall Bldg.					LS	-		\$ 5,000.00			
-	Electric Service Relocation (Old City Hall Bldg.)					LS	-		\$ 1,200.00			
120-1	Site & Pond Grading - Cut	112.02	7.10	1,023.52		CY	7.91 \$	886.08	\$ 56.16	\$ 8,096.04	\$ -	
120-5	Channel Grading - Cut				3,051.46	CY	57.07 \$	-	\$ -	\$ -	\$ 174,146.82	
120-6	Site, Pond & Channel Grading - Fill	864.52	183.77	3,307.84	519.40	CY	7.71 \$	6,665.45	\$ 1,416.87	\$ 25,503.45	\$ 4,004.57	
-	Sand Fill - Volleyball Court	380.25				TN	33.00 \$	12,548.25	\$ -	\$ -	\$ -	
160-4	Stabilization (10.67' wide s/w) - Sidewalk & Parking Lots	2,404.90	1,945.84	1,241.60	1,067.89	SY	7.65 \$	18,397.52	\$ 14,885.68	\$ 9,498.22	\$ 8,169.32	
285-701	Base OBG 1 (8.67' wide s/w) - Sidewalk & Parking Lots	1,958.02	1,362.02	1,026.63	1,068.04	SY	12.00 \$	23,496.19	\$ 16,344.24	\$ 12,319.51	\$ 12,816.50	
285-703	Base OBG 3 - Turf Block Parking (includes gravel fill and bedding sand)	593.84	307.88			SY	15.00 \$	8,907.66	\$ 4,618.13	\$ -	\$ -	
334-1-11	Asphalt (8.67' wide s/w, 1.5" thickness) - Sidewalk & Parking Lots	161.54	112.37	84.70	88.11	TN	100.00 \$	16,153.63	\$ 11,236.66	\$ 8,469.66	\$ 8,811.34	
400-1-2	Concrete Endwall With U-Type Wings			1.14		CY	1,439.27 \$	-	\$ -	\$ 1,640.77	\$ -	
400-2-11	Volleyball Seating Wall - Concrete	14.71				CY	1,440.00 \$	21,185.10	\$ -	\$ -	\$ -	
400-4-5	North Bridge - Foundation - Concrete				13.60	CY	1,277.25 \$	-	\$ -	\$ -	\$ 17,370.60	
400-4-5	Central Bridge - Foundation - Concrete				13.60	CY	1,277.25 \$	-	\$ -	\$ -	\$ 17,370.60	
400-4-5	East Bridge - Foundation - Concrete				1.40	CY	1,277.25 \$	-	\$ -	\$ -	\$ 1,788.15	
400-4-5	West Bridge - Foundation - Concrete	13.60				CY	1,277.25 \$	17,370.60	\$ -	\$ -	\$ -	
415-1-3	Volleyball Seating Wall - Reinforcing Steel					LB	2.00 \$	-	\$ -	\$ -	\$ -	
415-1-5	North Bridge - Foundation - Reinforcing Steel				810.00	LB	1.09 \$	-	\$ -	\$ -	\$ 882.90	
415-1-5	Central Bridge - Foundation - Reinforcing Steel				810.00	LB	1.09 \$	-	\$ -	\$ -	\$ 882.90	
415-1-5	East Bridge - Foundation - Reinforcing Steel				112.00	LB	1.09 \$	-	\$ -	\$ -	\$ 122.08	
415-1-5	West Bridge - Foundation - Reinforcing Steel	810.00				LB	1.09 \$	882.90	\$ -	\$ -	\$ -	
460-5	North Bridge (New)					LS	-				\$ 43,150.00	
-	North Bridge - Mobilization & Installation					LS	-				\$ 15,000.00	
460-5	Central Bridge (New)					LS	-				\$ 47,018.00	
-	Central Bridge - Mobilization & Installation					LS	-				\$ 15,000.00	
460-5	West Bridge (New)					LS	- \$	66,619.00				
-	West Bridge - Mobilization & Installation					LS	- \$	22,500.00				
425-1-359	City Std Curb Inlet		1.00			EA	2,200.00 \$	-	\$ 2,200.00	\$ -	\$ -	
425-1-541	Inlets, DT Bot, Type D, <10'	1.00	1.00			EA	4,471.27 \$	4,471.27	\$ 4,471.27	\$ -	\$ -	
425-1-549	Inlets, DT Bot, Type D, Modify			1.00			8,000.00 \$	-	\$ -	\$ 8,000.00	\$ -	
425-1-561	Inlets, DT Bot, Type F, <10'		1.00		1.00	EA	6,094.12 \$	-	\$ 6,094.12	\$ -	\$ 6,094.12	
425-2-91	Manholes, J-8, <10'	2.00	1.00			EA	5,000.00 \$	10,000.00	\$ 5,000.00	\$ -	\$ -	
425-5	Adjust Existing Sanitary Manholes	2.00	1.00			EA	300.00 \$	600.00	\$ 300.00	\$ -	\$ -	
430-175-112	12" PVC Pipe (Schedule 80)			32.00		LF	50.00 \$	-	\$ -	\$ 1,600.00	\$ -	
430-175-118	Pipe Culvert, Optional Material, Round, 18" S/CD		60.00		19.00	LF	95.86 \$	-	\$ 5,751.60	\$ -	\$ 1,821.34	
430-175-124	Pipe Culvert, Optional Material, Round, 24" S/CD			42.00		LF	81.66 \$	-	\$ -	\$ 3,429.72	\$ -	
430-175-130	Pipe Culvert, Optional Material, Round 30" S/CD	210.00	111.00			LF	104.45 \$	21,934.50	\$ 11,593.95	\$ -	\$ -	
430-982-125	Mitered End Section, Optional Round, 18" CD				1.00	EA	1,893.40 \$	-	\$ -	\$ -	\$ 1,893.40	
430-982-129	Mitered End Section, Optional Round, 24" CD			1.00			1,631.00 \$	-	\$ -	\$ 1,631.00	\$ -	
430-982-133	Mitered End Section, Optional Round, 30" CD	1.00				EA	2,533.33 \$	2,533.33	\$ -	\$ -	\$ -	
520-1-10	COJ Curb & Gutter	101.80	1,325.31		595.54	LF	20.04 \$	2,039.99	\$ 26,559.12	\$ -	\$ 11,934.58	
520-2-4	Type D Curb	952.65				LF	43.53 \$	41,468.68	\$ -	\$ -	\$ -	
522-1	Sidewalk - Concrete	1,468.29	509.88		277.81	SY	39.63 \$	58,188.20	\$ 20,206.39	\$ -	\$ 11,009.53	
522-2MOD	Sidewalk - Concrete Ribbon (8" by 5.5" on each side)	250.93	102.54	149.64		SY	55.15 \$	13,838.67	\$ 5,655.27	\$ 8,252.44	\$ -	
522-2	Curb Ramps - Sidewalk 6"	7.10	6.36			SY	60.32 \$	428.51	\$ 383.81	\$ -	\$ -	
527-2	Curb Ramps - Detectable Warnings	16.00	7.93		8.00	SF	30.25 \$	483.95	\$ 239.92	\$ -	\$ 242.00	
530-3-4	Riprap, Rubble, F&I, Ditch Lining				16.91	TN	108.09 \$	-	\$ -	\$ -	\$ 1,827.41	
530-74	Bedding Stone				12.15	TN	117.48 \$	-	\$ -	\$ -	\$ 1,427.05	
542-70	Concrete Bumper Guards (at ada parking spaces only)	2.00	1.00		1.00	EA	32.29 \$	64.58	\$ 32.29	\$ -	\$ 32.29	
548-12	Pond Retaining Wall	133.99		321.01		SF	34.83 \$	4,666.70	\$ -	\$ 11,180.78	\$ -	
700-1-11	Single post sign, T&I ground mount, up to 12 sf	2.00	13.00	2.00	1.00	AS	328.68 \$	657.36	\$ 4,272.84	\$ 657.36	\$ 328.68	
700-1-50	Single post sign, relocate		3.00			AS	208.23 \$	-	\$ 624.69	\$ -	\$ -	
711-11-123	Thermoplastic, standard, white, solid, 12" for crosswalk and roundabout		157.25			LF	2.79 \$	-	\$ 438.72	\$ -	\$ -	
711-11-125	Thermoplastic, standard, white, solid, 24" for stop line and crosswalk		35.40			LF	4.83 \$	-	\$ 170.99	\$ -	\$ -	
711-11-170	Thermoplastic, standard, white, arrow		1.00			EA	65.19 \$	-	\$ 65.19	\$ -	\$ -	
711-14-125	Thermoplastic, preformed, white, solid, 24" for crosswalk		30.02			LF	17.76 \$	-	\$ 533.12	\$ -	\$ -	
711-16-101	Thermoplastic, standard-other surfaces, white, solid, 6"	0.14	0.12		0.06	GM	4,238.85 \$	573.48	\$ 493.61	\$ -	\$ 234.12	
711-16-160	Thermoplastic, (accessibility symbol S', etc)	2.00	1.00		1.00	EA	100.99 \$	201.98	\$ 100.99	\$ -	\$ 100.99	
711-16-201	Thermoplastic, standard-other surfaces, yellow solid, 6"		0.13			GM	4,222.50 \$	-	\$ 536.36	\$ -	\$ -	
711-16-421	Thermoplastic, standard-other surfaces, blue, solid, 6"	0.08	0.01		0.01	GM	4,238.85 \$	326.58	\$ 59.52	\$ -	\$ 45.08	
-	Lighting Component Total					LS	-	\$ 220,000.00				
-	Proposed Pickleball/Basketball (multi-use) & Tennis Courts Widening					LS	-	\$ 46,800.00				
-	Resurface Existing Pickleball & Tennis Courts					LS	-	\$ 14,940.00				
-	Court Posts, Netting and Misc.					LS	-	\$ 10,000.00				
-	Fencing - Courts					LS	-	\$ 40,000.00				
-	Playground - Younger Children 2-5 Equipment (includes mulch)					LS	-	\$ 63,576.75				
-	Playground - Older Children 5-12 Equipment					LS	-	\$ 102,890.17				
-	Adult and Senior Fitness Equipment					LS	-	\$ 43,776.95				
-	Site Furnishings: Standard Benches	10.00		3.00		EA	2,883.00 \$	28,830.00	\$ -	\$ 8,649.00	\$ -	
-	Site Furnishings: Backless Benches	18.00				EA	2,393.00 \$	43,074.00	\$ -	\$ -	\$ -	
-	Site Furnishings: Trash/Recycling Receptacles	6.00		1.00		EA	2,469.00 \$	14,814.00	\$ -	\$ 2,469.00	\$ -	
-	Site Furnishings: Water Fountains	3.00				EA	4,770.00 \$	14,310.00	\$ -	\$ -	\$ -	
-	Site Furnishings: Bicycle Repair Station	1.00				EA	1,658.00 \$	1,658.00	\$ -	\$ -	\$ -	
-	Site Furnishings: Bicycle Racks	8.00		2.00		EA	429.00 \$	3,432.00	\$ -	\$ 858.00	\$ -	
-	Site Furnishings: Information Kiosks	4.00			1.00	EA	2,838.00 \$	11,352.00	\$ -	\$ -	\$ 2,838.00	
-	Site Furnishings: Park Pavilion	2.00				EA	20,000.00 \$	40,000.00	\$ -	\$ -	\$ -	
-	Site Furnishings: Joggling Board	1.00				EA	850.00 \$	850.00	\$ -	\$ -	\$ -	
-	Landscaping: 8" Trees	40.00	9.00	25.00	8.00	EA	3,000.00 \$	120,000.00	\$ 27,000.00	\$ 75,000.00	\$ 24,000.00	
-	Landscaping: 4" Trees	14.00				EA	650.00 \$	9,100.00	\$ -	\$ -	\$ -	
-	Landscaping: 18-22 Cabbage Palms	84.00	25.00		22.00	EA	525.00 \$	44,100.00	\$ 13,125.00	\$ -	\$ 11,550.00	
-	Landscaping: Ornamental Grass	564.00	224.00		126.00	EA	8.75 \$	4,935.00	\$ 1,960.00	\$ -	\$ 1,102.50	
-	Landscaping: Groundcovers	724.00	62.00		212.00	EA	18.25 \$	13,213.00	\$ 1,131.50	\$ -	\$ 3,869.00	
-	Landscaping: Sod	66,216.00	6,291.00	31,652.00	9,374.00	SF	0.45 \$	29,797.20	\$ 2,830.95	\$ 14,243.40	\$ 4,218.30	
-	Landscaping: Irrigation System	198,799.00	55,708.00	57,553.00	60,495.00	SF	0.20 \$	39,759.80	\$ 11,141.60	\$ 11,510.60	\$ 12,099.00	
SUB-TOTALS:								\$ 1,421,634.44	\$ 227,163.11	\$ 245,632.41	\$ 495,911.96	
10% UNKNOWNNS								\$ 142,163.44	\$ 22,716.31	\$ 24,563.24	\$ 49,591.20	
3% MOBILIZATION								\$ 46,913.94	\$ 7,496.38	\$ 8,105.87	\$ 16,365.09	
5% CEI								\$ 80,535.59	\$ 12,868.79	\$ 13,915.08	\$ 28,093.41	
TOTALS:								\$ 1,691,247.41	\$ 270,244.59	\$ 292,216.60	\$ 589,961.66	
GRAND TOTAL:								\$ 2,843,670.26				

Tree No. (See Plan)	Tree Size (Inches DBH)	Common Name (<i>Botanical Name</i>)	Condition	Recommended Action	Protected Status by Ordinance
------------------------	---------------------------	---------------------------------------	-----------	--------------------	-------------------------------

TRANSPLANTED CABBAGE PALMS

PHASE 1A

23	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	1
24	8			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	2
25	16			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	3
27	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	4
27A	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	5
27B	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	6
27C	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	7
28	18			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	8
29	14			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	9
31	18			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	10
32	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	11
33	18			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	12
34	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	13
35	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	14
36	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	15
37	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	16
38	13			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	17
39	10			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	18
53	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	19
54	13			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	20
55	17			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	21
56	13			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	22
58	18			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	23
59	16			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	24
60	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	25
84	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	26
132	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	27
134	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	28
135	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	29
136	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	30
137	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	31
139	16			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	32
140	14			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	33
141	17			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	34
142	21			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	35
145	18			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	36
146	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	37
147	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	38
149	13			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	39
151	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	40
152	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	41
161	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	42
162	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	43
163	9			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	44
164	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	45
165	11			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	46
166	11			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	47
167	10			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	48
168	11			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	49
169	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	50
170	14			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	51
171	14			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	52
172	17			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	53
173	14			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	54
189	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	55
191	18			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	56
192	18			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	57
193	10			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	58
194	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	59
QTY SUBTOTAL							59

PHASE 1B

6	14			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	1
7	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	2
8	10			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	3
8A	13			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	4
9	13			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	5
10	13			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	6
11	10			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	7
12	14			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	8
13	9			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	9
14	11			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	10
15	16			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	11
19	20			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	12
179	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	13
180	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	14
QTY SUBTOTAL							14

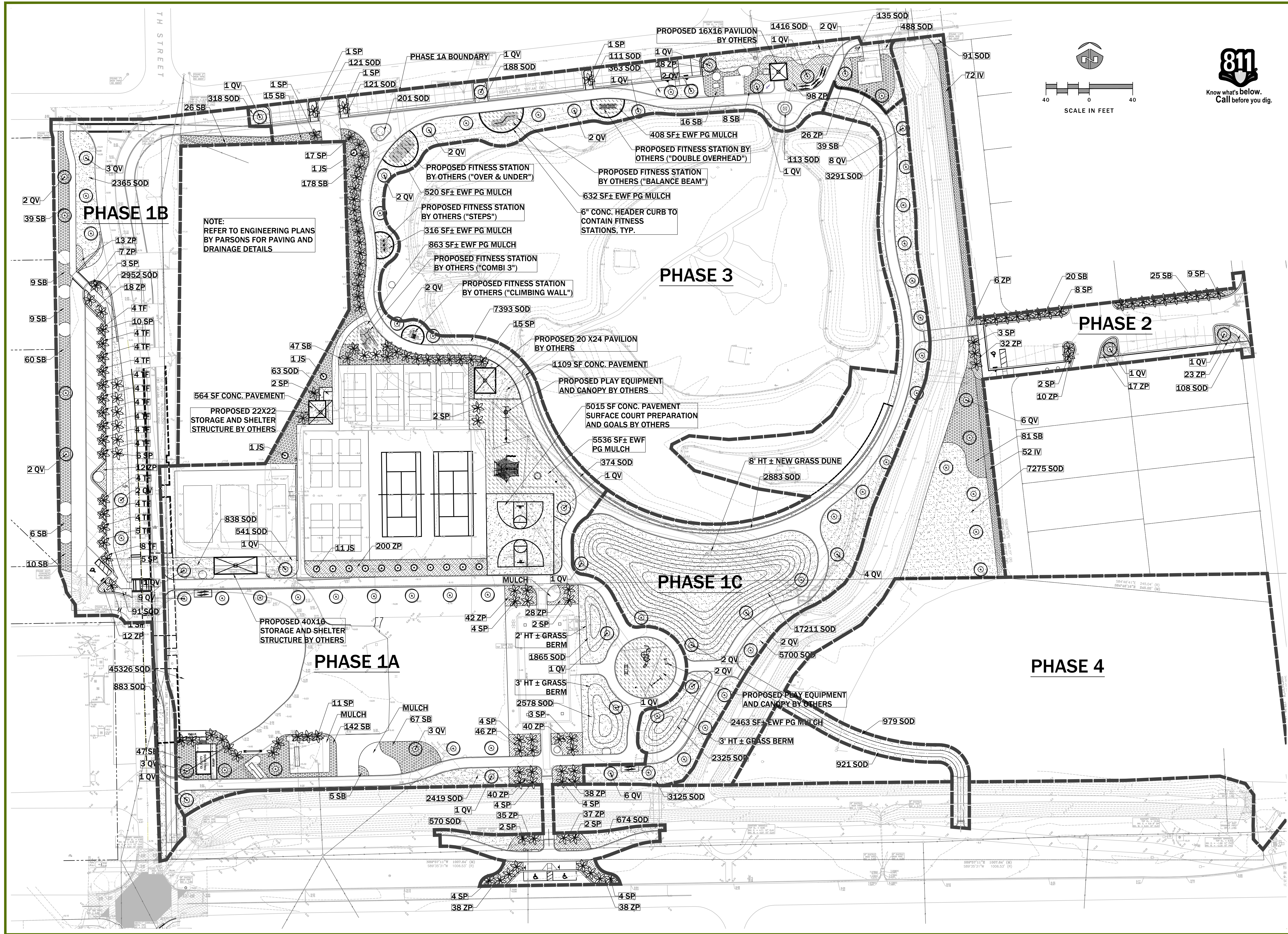
PHASE 1C

None

PHASE 2

77	16			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	1
78	10			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	2
71	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	3
72	14			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	4
73	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	5
74	13			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	6
75	14			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	7
QTY SUBTOTAL							7

PHASE 1 TOTAL: 73
PHASE 2 TOTAL: 7
SITE TOTAL: 80



Plans Prepared By:

Pittman
LANDSCAPE ARCHITECTURE
116 First Street
Neptune Beach, Florida 32266
ALFRED J. PITTMAN, R.A.
LANDSCAPE ARCHITECT
FL REG NO. LA0003601

Plans Prepared Under the Direction of:

REV	SUBMITTAL	DATE	REVISIONS
1	09-10-19	Civil Base Plan Update	
2	10-31-19	Civil Base Plan Update	
3	03-04-20	Civil Base Plan Update	
4	04-27-20	Civil Base Plan and Phasing Update	
5	07-09-20	Update for play/fitness layout	
6	07-13-20	Update for play/fitness layout	
7	07-27-20	Update for fitness and phasing	
8	07-29-20	Update for fitness and phasing	

PROJECT NAME

Jarboe Park Landscape Plans
Phase 1 and 2
Neptune Beach, Florida

SHEET TITLE

LANDSCAPE PLAN

CLIENT

City of Neptune Beach
116 First Street
Neptune Beach, Florida 32266

SHEET NO.

LA-1

PLANT INSTALLATION

1. Contractor shall furnish all labor, materials, and insurance to complete the work as shown in the plan.
2. Contractor is responsible for acquiring all required permits and associated fees to complete the work.
3. Contractor shall locate and visibly mark all buried utilities prior to construction and notify the landscape architect of any conflicts.
4. Contractor shall demolish and remove from the premises all pavement, sod and other materials required to implement the plan.
5. All work shall be completed in a timely manner and in accordance with standard industry practices.
6. Contractor shall coordinate a work plan with the owner or agent and the landscape architect prior to starting work and shall comply with all state and federal requirements for work safety.
7. Contractor shall coordinate an approved staging area with the owner prior to starting the work and shall maintain a clean and orderly site throughout the construction period and shall properly dispose of all trash and removed materials.
8. Contractor shall proceed with approved work in an orderly and timely fashion.
9. Contractor shall prevent offsite erosion, both by wind and rain, during construction using adequate means such as silt fencing, hay bales, and drain socks.
10. Contractor shall provide all new materials in first quality condition.
11. Substitutions shall be rejected unless approved by the landscape architect prior to installation.
12. Contractor shall repair and/or replace at contractor's cost and in an expedient manner any utilities, pipes, conduit, cables, fences, pavement, plant material, or any other existing property within or abutting the project site damaged by contractor during the course of the project.
13. Contractor shall notify the owner and landscape architect at least one week in advance for a substantial completion inspection. The landscape architect shall provide a punch list to the contractor outlining items to be completed by the contractor.
14. Contractor shall complete punch list items in timely manner before calling for a final inspection by the owner and the landscape architect.
15. Final payment for the work shall not be issued until a final inspection is completed and approved by the landscape architect and/or the owner.
16. All work shall be warranted against defects and failure for at least 1 year following the final acceptance.
17. Contractor shall clean site of all construction debris, materials, and trash. Disturbed areas shall be fine-graded and landscaped according to the plans, or sodded with variety specified in 18.1. Site must be clean and neat before a final acceptance and payment will be issued.

1. Contractor shall ensure protection of existing trees and plants to be preserved within the project area and along the project boundaries prior to all clearing or construction activity using a tree barricade as specified in the plans, or if not specified in the plans, according to Florida Department of Transportation **Index Number 544 Landscape Installation** (<http://www.fdot.gov>). A slit fence may serve as a barricade where such measures are required and provide full protection of the critical protection zone as defined in index 544.
2. Provide 6" pine straw mulch to uniformly cover all bare, cleared, eroded, or disturbed areas within each tree protection area. Keep mulch 12" away from base of each tree.
3. Notify the landscape architect prior to any construction activity where protection cannot be provided or must be modified to due to conflicting construction activity.
4. Notify the landscape architect prior to site clearing and construction of any trees or other valuable plants noted on the plans that may warrant protection, especially large trees located on adjacent properties whose roots and canopy occupy space within the project area.
5. Tree barricade shall remain in place for the duration of the project until landscape installation commences whereupon the contractor may remove barricades as needed to prepare final grades and install landscaping according to the plans. Remaining tree barricades shall be removed at the completion of the project.

QTY*	ABV	BOTANICAL NAME	COMMON NAME	SIZE / SPECS	SPACING	SHADE	ORIGIN	INCHES/AREA
TREES								
14	JS	<i>Juniperus silicicola</i>	Southern red cedar	4" cal / 12-14" ht	As shown	Yes	Native	56
40	QV	<i>Quercus virginiana</i>	Live oak	8" cal / 18-22" ht	As shown	Yes	Native	320
4	SP	<i>Sabal palmetto</i>	Cabbage palm	18-20' CT Regenerated w/ boots	As shown	No	Native	
80	SP	<i>Sabal palmetto</i>	Cabbage palm	TRANSPLANTED. Refer to TM-1	As shown	No	Native	
								Total:
								320 56
SHRUBS AND GROUNDCOVERS								
564	SB	<i>Spartina bakeri</i>	Sand cordgrass	18-24" ht	5' OC		Native	
724	ZP	<i>Zamia pumila</i>	Coontie palm	18-24" ht	3.5' OC		Native	
66,216	SOD	<i>Cynodon dactylon</i> 'Celebration'	Celebration Bermudagrass	Certified Solid Sod	SF		Exotic	

QTY*	ABV	BOTANICAL NAME	COMMON NAME	SIZE / SPECS	SPACING	SHADE	ORIGIN	INCHES/AREA
TREES								
9	QV	<i>Quercus virginiana</i>	Live oak	8" cal / 18-22' ht	As shown	Yes	Native	72
25	SP	<i>Sabal palmetto</i>	Cabbage palm	18-20' CT Regenerated w/ boots	As shown	No	Native	
								Total: 72
SHRUBS AND GROUNDCOVERS								
159	SB	<i>Spartina bakeri</i>	Sand cordgrass	18-24" ht	5' OC		Native	
65	TF	<i>Tripsacum floridanum</i>	Darf fakahatchee grass	18-24" ht	3' OC		Native	
62	ZP	<i>Zamia pumila</i>	Coontie palm	18-24" ht	3.5' OC		Native	
6,291	SOD	<i>Cynodon dactylon</i> 'Celebration'	Celebration Bermudagrass	Certified Solid Sod	SF		Exotic	

1. Contractor shall minimize soil compaction to all new planting areas by limiting access to those areas designated for planting purposes only. Contractor shall not store, clean, or empty equipment or materials within any area specified for preservation or new plant installation.
2. Prior to plant installation, contractor shall conduct a soil test in at least three locations on the site that best represent the plant distribution and conditions shown on the planting plan. The soil test shall be conducted by an independent laboratory qualified to test soils. The test shall be conducted to determine:
 - 2.1. Soil type
 - 2.2. Soil pH
 - 2.3. Nutrient content
 - 2.4. Recommended amendments
3. Contractor shall furnish a copy of the soil report(s) along with the contractor's recommended amendments to the landscape architect and the owner prior to initiating plant installation. Contractor shall not initiate plant installation without a written or verbal response from the landscape architect or owner indicating receipt of the report and agreement with the amendment approach.
4. At a minimum, contractor shall provide 5-8 percent organic pine bark compost uniformly throughout the planting soils prior to plant installation. Do not apply synthetic fertilizer to any planting area without the approval of the landscape architect or owner.

West Boundary Residential Buffer
Property frontage: 384 lf
Required trees @ 1/50 lf: 8 shade
Provided trees: 9 (5 exist), 9 shade
Required landscape area (10 sf/lf): 3,840 sf
Provided landscape area: 3,840 sf
Opaque buffer: 6' ht. opaque privacy fence
existing/provided



QTY*	ABV	BOTANICAL NAME	COMMON NAME	SIZE / SPECS	SPACING	SHADE	ORIGIN	INCHES/ AREA
TREES								
14	JV	<i>Juniperus virginiana</i>	Eastern red cedar	4" cal / 12-14' ht	As shown	Yes	Native	56
82	QV	<i>Quercus virginiana</i>	Live oak	8" cal / 18-22' ht	As shown	Yes	Native	584
51	SP	<i>Sabal palmetto</i>	Cabbage palm	18-20" CT Regenerated w/ boots	As shown	No	Native	
80	SP	<i>Sabal palmetto</i>	Cabbage palm	TRANSPLANTED. Refer to TM-1	As shown	No	Native	
								Total: 640
SHRUBS AND GROUNDCOVERS								
124	IV	<i>Ilex vomitoria</i>	Yaupon holly	3-4" ht	5' OC		Native	
849	SB	<i>Spartina bakeri</i>	Sand cordgrass	18-24" ht	5' OC		Native	
65	TF	<i>Tripsacum floridanum</i>	Darf fakahatchee grass	18-24" ht	3' OC		Native	
874	ZP	<i>Zamia pumila</i>	Coontie palm	18-24" ht	3.5' OC		Native	
113,533	SOD	<i>Cynodon dactylon</i> 'Celebration'	Celebration Bermudagrass	Certified Solid Sod	5F		Exotic	

QTY*	PCT	ABV	BOTANICAL NAME	COMMON NAME	SIZE / SPECS	SPACING	SHADE	ORIGIN	INCHES/AREA
TREES									
25		QV	<i>Quercus virginiana</i>	Live oak	8" cal / 18-22' ht	As shown	Yes	Native	200
									Total: 200
SHRUBS AND GROUNDCOVERS									
31.652		SOD	<i>Cynodon dactylon</i> 'Celebration'	Celebration Bermudagrass	Certified Solid Sod	SF		Exotic	

QTY*	ABV	BOTANICAL NAME	COMMON NAME	SIZE / SPECS	SPACING	SHADE	ORIGIN	INCHES/AREA
TREES								
8	QV	<i>Quercus virginiana</i>	Live oak	8" cal / 18-22' ht	As shown	Yes	Native	64
22	SP	<i>Sabal palmetto</i>	Cabbage palm	18-20' CT Regenerated w/ boots	As shown	No	Native	
								Total: 64
SHRUBS AND GROUNDCOVERS								
124	IV	<i>Ilex vomitoria</i>	Yaupon holly	40-48" ht	5' OC		Native	
126	SB	<i>Spartina bakeri</i>	Sand cordgrass	18-24" ht	5' OC		Native	
88	ZP	<i>Zamia pumila</i>	Coontie palm	18-24" ht	3.5' OC		Native	
9,374	SOD	<i>Cynodon dactylon</i> 'Celebration'	Celebration Bermudagrass	Certified Solid Sod	SF		Exotic	

*Horizontal area only; refer to grading plans and adjust quantities per final topography

Plans Prepared Under the Direction of:



Landscape Architect Business LC26000443
ISA Certified Arborist FL-5742A
ph 904 327 7718
fax 904 739 3068
www.PittmanLA.com

ALFRED B. PITTMAN, PLA
LANDSCAPE ARCHITECT
FL REG NO. LA-0001601

FIRST SUBMITTAL: 07-03-2019

REVISIONS	
1	09-10-19 Civil Base Plan Update
2	10-31-19 Civil Base Plan Update
3	03-04-20 Civil Base Plan Update
4	04-27-20 Civil Base Plan and Phasing Update
5	07-13-20 Update for play/fitness layout
6	07-27-20 Update for fitness and phasing
7	10-22-20 Update to enable transplanting
8	00-00-00 Comments

Jarboe Park Landscape Plans

Phase 1 and 2

SHEET TITLE

PLANTING SPECIFICATIONS

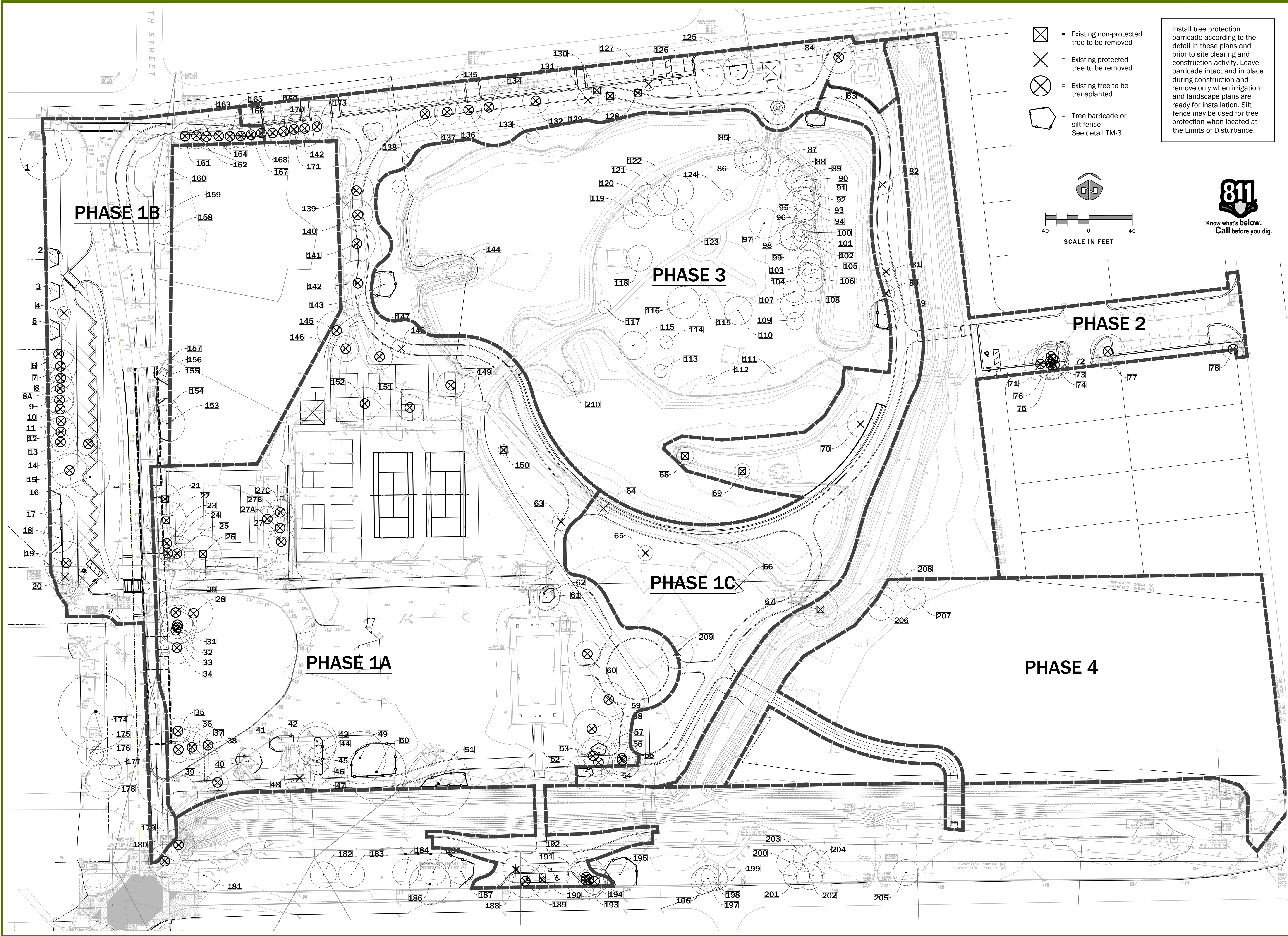
CLIENT

City of Neptune Beach

116 First Street
Neptune Beach, Florida 32266

SHEET NO.

LA-2



Plans Prepared By:

Pittman
LANDSCAPE ARCHITECTURE
Landscape Architect License: LC0000443
Pittman, Alabama 36068
Phone: 205.937.7745
Fax: 205.739.3868
www.pittmanla.com

Plans Prepared Under the Direction of:

ALFRED D. PITTMAN, R.A.
LANDSCAPE ARCHITECT
FL REG NO. LC003601

PHASE SUBMITTAL:

07-23-2019

REVISED:

09-10-19
03-31-19
03-04-20
04-27-20
10-22-20
00-00-00
00-00-00

REVISIONS:

Civil Base Plan Update
Civil Base Plan Update
Civil Base Plan Update
Civil Base Plan and Paving Update
Update to enable transplanting
Comments
Comments

PROJECT NAME:

Jarboe Park Landscape Plans
Phase 1
Neptune Beach, Florida

SHEET TITLE:

**TREE PRESERVATION, REMOVAL,
AND TRASPLANTING PLAN**

CLIENT:

City of Neptune Beach
116 First Street
Neptune Beach, Florida 32266

SHEET NO.:

TM-1

TREE EVALUATION AND MITIGATION TABLE

Project Name: JARBOE PARK
Project Location: Florida Boulevard, Neptune Beach, FL
Protected Tree Jurisdiction: City of Neptune Beach, Florida
Development Type: Municipal Property
Date of Preparation: 07-03-19, 10-31-19, 2-5-20, 10-22-20
Date(s) of Tree Evaluation: Not evaluated
Evaluator: Alfred B. Pittman Certified arborist (FL-5641A) and Landscape Architect (Florida LA-1601)
PITTMAN LANDSCAPE ARCHITECTURE
4049 San Servera Drive North
Jacksonville, Florida 32217

Notes: Tree locations and sizes based on tree survey prepared by Ghiotto & Associates, Inc., dated 01-2020. This evaluation supercedes the tree survey where discrepancies arise.

Recommended Action and final inches and mitigation amounts are based on the proposed site plan and are subject to change based on final site design and impact to surveyed trees.

Unless otherwise noted, protected trees identified for removal are due to unavoidable impact from proposed new construction.

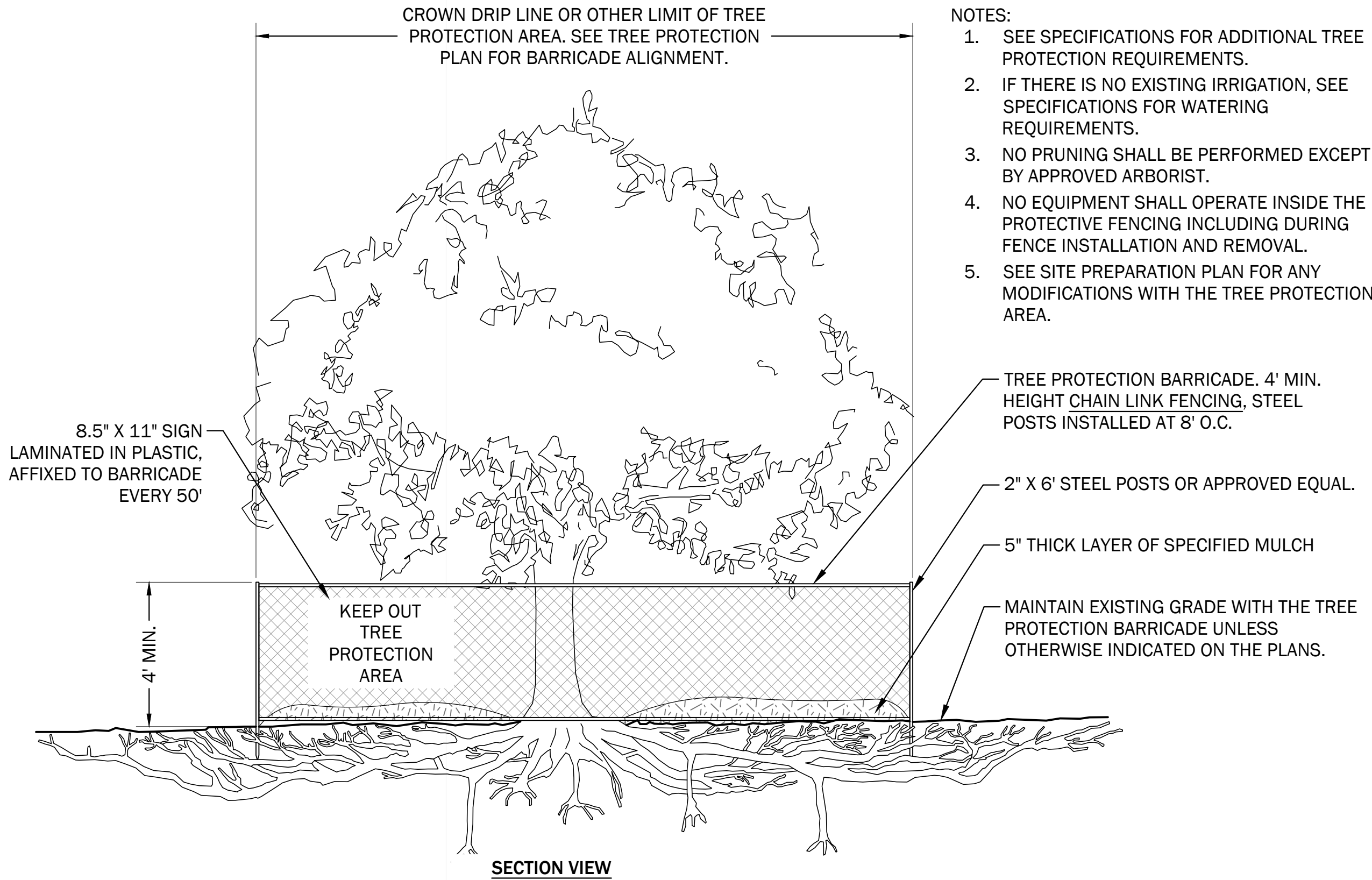
Tree No. (See Plan)	Tree Size (Inches DBH)	Common Name (<i>Botanical Name</i>)	Condition	Recommended Action	Protected Status by Ordinance	Removed Regulated Tree Inches >6"	Understory <15'R Mature canopy Tree Inches	Canopy >15'R Mature canopy Tree Inches
1	24			Pine (<i>Pinus spp.</i>)	Not evaluated	Preserve	N	
2	6			Live oak (<i>Quercus virginiana</i>)	Not evaluated	Preserve	Y	
3	6			Live oak (<i>Quercus virginiana</i>)	Not evaluated	Preserve	Y	
4	6			Crape myrtle (<i>Lagerstroemia indica</i>)	Not evaluated	Remove for construction	Y	6
5	7			Live oak (<i>Quercus virginiana</i>)	Not evaluated	Preserve	Y	
6	14			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
7	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
8	10			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
8A	13			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
9	13			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
10	13			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
11	10			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
12	14			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
13	9			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
14	11			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
15	16			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
16	18			Live oak (<i>Quercus virginiana</i>)	Not evaluated	Preserve	Y	
17	14			Live oak (<i>Quercus virginiana</i>)	Not evaluated	Preserve	Y	
18	14			Live oak (<i>Quercus virginiana</i>)	Not evaluated	Preserve	Y	
19	20			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
20	15			Oak (<i>Quercus spp.</i>)	Not evaluated	Remove for construction	Y	15
21	14			Pindo palm (<i>Butia capitata</i>)	Not evaluated	Remove for construction	N	
22	18			Pindo palm (<i>Butia capitata</i>)	Not evaluated	Remove for construction	N	
23	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
24	8			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
25	16			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
26	17			Pindo palm (<i>Butia capitata</i>)	Not evaluated	Remove for construction	N	
27	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
27A	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
27B	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
27C	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
28	18			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
29	14			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
31	18			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
32	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
33	18			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
34	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
35	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
36	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
37	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
38	13			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
39	10			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
40	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
41	11			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
42	18			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
43	18			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
44	8			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
45	10			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
46	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
47	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
48	14			Live oak (<i>Quercus virginiana</i>)	Not evaluated	Remove for construction	Y	14
49	24			Live oak (<i>Quercus virginiana</i>)	Not evaluated	Preserve	Y	
50	28			Live oak (<i>Quercus virginiana</i>)	Not evaluated	Preserve	Y	
51	31			Live oak (<i>Quercus virginiana</i>)	Not evaluated	Preserve	Y	
52	16			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
53	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
54	13			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
55	17			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
56	13			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
57	16			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
58	18			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
59	16			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
60	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
61	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
62	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
63	8			Oak (<i>Quercus spp.</i>)	Not evaluated	Remove for construction	Y	8
64	6			Red maple (<i>Acer rubrum</i>)	Not evaluated	Remove for construction	Y	6
65	7			Oak (<i>Quercus spp.</i>)	Not evaluated	Remove for construction	Y	7
66	6			Oak (<i>Quercus spp.</i>)	Not evaluated	Remove for construction	Y	6
67	16			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Remove for construction	N	
68	8			Weeping willow (<i>Salix babylonica</i>)	Not evaluated	Remove for construction	Y	8
69	7			Weeping willow (<i>Salix babylonica</i>)	Not evaluated	Remove for construction	Y	7
70	12			Oak (<i>Quercus spp.</i>)	Not evaluated	Remove for construction	Y	12
71	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
72	14			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
73	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	

Tree No. (See Plan)	Tree Size (Inches DBH)	Common Name (Botanical Name)	Condition	Recommended Action	Protected Status by Ordinance	Removed Regulated Tree Inches >6"	Understory <15'R Mature canopy Tree Inches	Canopy >15'R Mature canopy Tree Inches
74	13	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
75	14	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
76	16	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
77	16	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
78	10	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
79	14	Live oak (<i>Quercus virginiana</i>)	Not evaluated	Preserve	Y			
80	8	Oak (<i>Quercus</i> spp.)	Not evaluated	Remove for construction	Y	8		1
81	9	Oak (<i>Quercus</i> spp.)	Not evaluated	Remove for construction	Y	9		1
82	9	Oak (<i>Quercus</i> spp.)	Not evaluated	Remove for construction	Y	9		1
83	8	Oak (<i>Quercus</i> spp.)	Not evaluated	Preserve	Y			
84	15	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
85	15	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
86	13	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
87	13	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
88	11	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
89	10	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
90	14	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
91	11	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
92	10	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
93	13	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
94	16	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
95	10	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
96	10	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
97	14	Oak (<i>Quercus</i> spp.)	Not evaluated	Preserve	Y			
98	12	Crape myrtle (<i>Lagerstroemia indica</i>)	Not evaluated	Preserve	Y			
99	13	Crape myrtle (<i>Lagerstroemia indica</i>)	Not evaluated	Preserve	Y			
100	9	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
101	12	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
102	9	Oak (<i>Quercus</i> spp.)	Not evaluated	Preserve	Y			
103	11	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
104	6	Crape myrtle (<i>Lagerstroemia indica</i>)	Not evaluated	Preserve	Y			
105	12	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
106	13	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
107	10	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
108	12	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
109	8	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
110	13	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
111	3	Red maple (<i>Acer rubrum</i>)	Not evaluated	Preserve	N			
112	4	Red maple (<i>Acer rubrum</i>)	Not evaluated	Preserve	N			
113	6	Crape myrtle (<i>Lagerstroemia indica</i>)	Not evaluated	Preserve	Y			
114	6	Oak (<i>Quercus</i> spp.)	Not evaluated	Preserve	Y			
115	13	Red maple (<i>Acer rubrum</i>)	Not evaluated	Preserve	Y			
116	15	Oak (<i>Quercus</i> spp.)	Not evaluated	Preserve	Y			
117	6	Crape myrtle (<i>Lagerstroemia indica</i>)	Not evaluated	Preserve	Y			
118	12	Live oak (<i>Quercus virginiana</i>)	Not evaluated	Preserve	Y			
119	12	Weeping willow (<i>Salix babylonica</i>)	Not evaluated	Preserve	Y			
120	15	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
121	14	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
122	14	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
123	10	Oak (<i>Quercus</i> spp.)	Not evaluated	Preserve	Y			
124	5	Oak (<i>Quercus</i> spp.)	Not evaluated	Preserve	N			
125	14	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
126	14	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
127	6	Bald cypress (<i>Taxodium distichum</i>)	Not evaluated	Remove for construction	Y			
128	4	Bald cypress (<i>Taxodium distichum</i>)	Not evaluated	Remove for construction	N			
129	5	Bald cypress (<i>Taxodium distichum</i>)	Not evaluated	Remove for construction	N			
130	5	Bald cypress (<i>Taxodium distichum</i>)	Not evaluated	Remove for construction	N			
131	10	Bald cypress (<i>Taxodium distichum</i>)	Not evaluated	Remove for construction	Y			
132	12	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
133	6	Oak (<i>Quercus</i> spp.)	Not evaluated	Preserve	Y			
134	12	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
135	12	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
136	12	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
137	12	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
138	8	Live oak (<i>Quercus virginiana</i>)	Not evaluated	Preserve	Y			
139	16	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
140	14	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
141	17	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
142	21	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
143	11	Live oak (<i>Quercus virginiana</i>)	Not evaluated	Preserve	Y			
144	8	Weeping willow (<i>Salix babylonica</i>)	Not evaluated	Preserve	Y			
145	18	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
146	12	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
147	12	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
148	9	Live oak (<i>Quercus virginiana</i>)	Not evaluated	Remove for construction	Y	9		1
149	13	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
150	5	Oak (<i>Quercus</i> spp.)	Not evaluated	Remove for construction	N			
151	12	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
152	15	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
153	17	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
154	11	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N			
155	7	Easter red cedar (<i>Juniperus virginiana</i>)	Not evaluated	Preserve	Y			
156	6	Easter red cedar (<i>Juniperus virginiana</i>)	Not evaluated	Preserve	Y			
157	6	Easter red cedar (<i>Juniperus virginiana</i>)	Not evaluated	Preserve	Y			
158	9	Crape myrtle (<i>Lagerstroemia indica</i>)	Not evaluated	Preserve	Y			
159	6	Crape myrtle (<i>Lagerstroemia indica</i>)	Not evaluated	Preserve	Y			
160	9	Crape myrtle (<i>Lagerstroemia indica</i>)	Not evaluated	Preserve	Y			
161	12	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
162	12	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
163	9	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
164	12	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
165	11	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
166	11	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
167	10	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
168	11	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
169	12	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
170	14	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
171	14	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
172	17	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			
173	14	Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N			

Tree No. (See Plan)	Tree Size (Inches DBH)	Common Name (<i>Botanical Name</i>)	Condition	Recommended Action	Protected Status by Ordinance	Removed Regulated Tree Inches >6"	Understory <15'R Mature canopy Tree Inches	Canopy >15'R Mature canopy Tree Inches
174	36			Live oak (<i>Quercus virginiana</i>)	Not evaluated	Preserve	Y	
175	12			Live oak (<i>Quercus virginiana</i>)	Not evaluated	Preserve	Y	
176	7			Live oak (<i>Quercus virginiana</i>)	Not evaluated	Preserve	Y	
177	10			Live oak (<i>Quercus virginiana</i>)	Not evaluated	Preserve	Y	
178	16			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
179	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
180	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
181	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
182	12			Crape myrtle (<i>Lagerstroemia indica</i>)	Not evaluated	Preserve	Y	1
183	12			Crape myrtle (<i>Lagerstroemia indica</i>)	Not evaluated	Preserve	Y	1
184	12			Crape myrtle (<i>Lagerstroemia indica</i>)	Not evaluated	Preserve	Y	1
185	12			Crape myrtle (<i>Lagerstroemia indica</i>)	Not evaluated	Preserve	Y	1
186	9			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
187	12			Crape myrtle (<i>Lagerstroemia indica</i>)	Not evaluated	Preserve	Y	1
188	12			Crape myrtle (<i>Lagerstroemia indica</i>)	Not evaluated	Remove for construction	Y	1
189	15			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
190	12			Crape myrtle (<i>Lagerstroemia indica</i>)	Not evaluated	Remove for construction	Y	1
191	18			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
192	18			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
193	10			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
194	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Transplant	N	
195	16			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
196	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
197	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
198	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
199	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
200	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
201	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
202	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
203	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
204	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
205	12			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
206	12			Sycamore (<i>Platanus occidentalis</i>)	Not evaluated	Preserve	Y	
207	10			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
208	9			Cabbage palm (<i>Sabal palmetto</i>)	Not evaluated	Preserve	N	
209	15			Sycamore (<i>Platanus occidentalis</i>)	Not evaluated	Remove for construction	Y	15
210	4			Live oak (<i>Quercus virginiana</i>)	Not evaluated	Preserve	N	

Totals	163	8	11
--------	-----	---	----

Tree Mitigation	
Removed Regulated Tree Inches	163
Replacement Tree Inches (see Plant List)	640
Tree Mitigation Requirement	0
Tree Fund Payment @ \$185/inch	\$0.00



TREE PROTECTION BARRICADE

NTS

- NOTES:
- SEE SPECIFICATIONS FOR ADDITIONAL TREE PROTECTION REQUIREMENTS.
 - IF THERE IS NO EXISTING IRRIGATION, SEE SPECIFICATIONS FOR WATERING REQUIREMENTS.
 - NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
 - NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.
 - SEE SITE PREPARATION PLAN FOR ANY MODIFICATIONS WITH THE TREE PROTECTION AREA.



Plans Prepared Under the Direction of:

ALFRED D. PITTMAN, R.A.
LANDSCAPE ARCHITECT
FL REG NO. LC003601

REV	SUBMITAL	DATE	REVISIONS
1	09-10-19	Civil Base Plan Update	
2	10-31-19	Civil Base Plan Update	
3	03-04-20	Civil Base Plan Update	
4	04-27-20	Civil Base Plan and Paving Update	
5	10-22-20	Update to enable transplanting	
6	00-00-00	Comments	
7	00-00-00	Comments	
8	00-00-00	Comments	

PROJECT NAME

Jarboe Park Landscape Plans
Phase 1
Neptune Beach, Florida

SHEET TITLE

TREE MITIGATION TABLE

CLIENT

City of Neptune Beach
116 First Street
Neptune Beach, Florida 32266

SHEET NO.

TM-3

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF ATLANTIC BEACH, CLAY COUNTY UTILITY AUTHORITY, CITY OF
GAINESVILLE, CITY OF JACKSONVILLE BEACH, JEA, CITY OF NEPTUNE
BEACH, TOWN OF ORANGE PARK, AND ST. JOHNS COUNTY
TO ASSESS GROUNDWATER RESOURCE SUSTAINABILITY IN NORTHEAST
FLORIDA**

WHEREAS, the St. Johns River Water Management District (SJRWMD) and the Suwannee River Water Management District (SRWMD) are undertaking and continuing water supply planning processes using growth projections, groundwater and resource impact models, and other technical tools that will affect local governments and utilities throughout the region and specifically developing MFL Prevention and Recovery Plans that local governments and utilities may be a participant; and

WHEREAS, the City of Atlantic Beach, Clay County Utility Authority, City of Gainesville, City of Jacksonville Beach, JEA, City of Neptune Beach, Town of Orange Park, and St. Johns County (hereinafter referred to as "OWNERS"), desire to jointly and collaboratively evaluate regional long-term sustainability of groundwater resources to meet future public water supply needs relative to the St. Johns River Water Management District's (SJRWMD) and Suwannee River Water Management District's (SRWMD) water supply planning processes; and

WHEREAS, the OWNERS support protecting and sustaining the natural systems and groundwater resources; and

WHEREAS, the OWNERS have a responsibility to provide cost effective public water supply alternatives; and

WHEREAS, it is more efficient for the OWNERS to cost share in this effort and to avoid duplication of effort; and

WHEREAS, the OWNERS need to engage engineering consultants and legal support services and desire to designate JEA to administer these contracts; and

WHEREAS, pursuant to Section 21.04(t) of the City of Jacksonville Charter, JEA is authorized to provide the services described herein; and

WHEREAS, the OWNERS have agreed to enter into this agreement (the "Agreement") for the purpose of setting forth the terms and conditions which will govern their mutual obligations in furtherance of the foregoing Recitals; and

WHEREAS, the OWNERS had previously entered into a Memorandum of Agreement Between City of Atlantic Beach, Clay County Utility Authority, City of Gainesville, City of Green Cove Springs, City of Jacksonville Beach, JEA, City of Neptune Beach, Town of Orange Park, and St. Johns County to Assess Groundwater Resource Sustainability in Northeast Florida (the "2017 MOA"). The 2017 MOA will terminate on September 30, 2020. Upon execution of

this Agreement the 2017 MOA shall terminate as of the Effective Date of this Agreement and the parties shall be bound only by this Agreement and not the 2017 MOA.

NOW, THEREFORE, the OWNERS and JEA agree as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by this reference to the same.

2. **Services.** JEA hereby agrees to administer consultant and legal services contracts for the OWNERS as described in the Scope of Services (the "Scopes"), which will be attached as consultant Exhibit A hereto, after being approved and finalized by JEA and all OWNERS, and which shall become a part hereof when attached hereto. The OWNERS and JEA understand that Exhibit A may be modified and/or additional Scopes may be added at a future date, in accordance with the provisions set forth in paragraphs 4, 6 and 8 herein. In the role of administrator of the consultant and legal contracts, JEA will (1) act as the primary contact for the contracts, (2) will relay the prioritization of tasks as set by the OWNERS, (3) coordinate progress meetings and other activities relating to project status and (4) pay the invoices submitted by the consultants, subject to the reimbursement of the costs by the other OWNERS, in the percentages as set forth in paragraph 6 herein.

3. **Limitations.** Prioritization of tasks included in the Scopes and overall direction to consultant and legal service providers will be determined jointly by the OWNERS. Decisions will require a majority vote of the OWNERS before JEA directs consultants accordingly. Each OWNER will have one vote. JEA will coordinate regular progress meetings for conference calls and meetings with consultant and legal service providers to provide OWNERS with project status updates and obtain OWNER votes, as needed.

4. **Costs.** OWNERS shall be limited to an overall, combined total cost not to exceed \$1,500,000 over the term of this Agreement (the "Total Costs Amount") as presented in Table 1. These costs are anticipated to be incurred at approximately \$500,000 per year for each of the three (3) years of the Agreement (Fiscal Years 2021, 2022, and 2023). Exhibit A contains a draft scope of services for these activities. This scope will be updated and adjusted as needed by the committee. Decisions to add additional services within the Scopes, but subject to and limited by the Total Costs Amount, will require at least a majority vote of the OWNERS. The addition of Scopes above the Total Costs Amount will require written modification of this Agreement and the approval of a majority of the OWNERS. In the event that additional Scopes above the Total Costs Amount are so approved, any dissenting OWNER may elect to withdraw from this Agreement in accordance with the requirements of paragraph 10 hereof.

5. **Effective Date.** The Effective Date of this Agreement shall be October 1, 2020.

6. **Reimbursement of Expenses.** OWNERS will reimburse JEA on up to a monthly basis and within 30 days of invoicing by JEA in consideration of this Agreement based on actual costs incurred during the preceding period. Costs to each OWNER will be paid proportionally to each utility's 2019 total annual average daily flow for the duration of this Agreement, as follows:

Table 1: Percentage Reimbursement and Cost

Owner	2019 Flow AADF (MGD)	Reimbursement (%)	Total Annual Cost	Total Cost Amount
City of Atlantic Beach	2.36	1.36%	\$6,804	\$20,412
Clay County Utility Authority	12.51	7.22%	\$36,090	\$108,270
City of Gainesville	23.90	13.78%	\$68,924	\$206,772
City of Jacksonville Beach	2.36	1.36%	\$6,810	\$20,429
JEA	118.35	68.27%	\$341,343	\$1,024,028
City of Neptune Beach	0.69	0.40%	\$1,981	\$5,944
Town of Orange Park	0.87	0.50%	\$2,506	\$7,519
St. Johns County	12.32	7.11%	\$35,542	\$106,626
Total	173.36	100.00%	\$500,000	\$1,500,000

Note: AADF is annual average daily flow

JEA will not charge OWNERS any additional fees for contract administration. If any OWNER fails to reimburse JEA for its percentage share, interest shall be assessed at the rate of 8% per year. If an OWNER fails to pay its percentage share for two (2) consecutive months, this MOA shall be void as between JEA and such Defaulting OWNER. Defaulting OWNER shall thereafter cease to be a part of the OWNERS group, and shall not be entitled to attend any meetings, have any vote on matters, and obtain any information or reports prepared by consultants. The Defaulting OWNER shall continue to be liable to JEA for payment of its percentage share of the costs incurred, plus accrued interest, but the defaulting OWNER shall not be liable for any cost or expenses from the date it is no longer a part of the OWNERS group. If an OWNER defaults or separates from the group in accordance with paragraph 10, JEA shall re-allocate the reimbursement percentages set forth above, and each OWNER shall thereafter be responsible for the revised percentage of the fees.

In lieu of cost reimbursement, JEA may allow OWNERS to provide in-kind services, on a case-by-case basis, and as unanimously agreed by OWNERS when said in-kind services have or will directly support and offset costs of the Scopes within the limitations of the Total Costs Amount in paragraph 4 above and any approved additional services.

7. Notification. Correspondence to JEA, project administration questions, and payment, as well as any other notice, shall be directed as follows:

Tom Bartol, PE
JEA
21 W. Church St. T-8
Jacksonville, Florida 32202
(904) 665-6373
barttj@jea.com

Notices to and from the other OWNERS and voting shall be made by the following individuals, or a designee of each respective OWNER, at the addresses shown:

Steve Swann City Engineer City of Atlantic Beach 800 Seminole Road Atlantic Beach, FL 32233 904-247-5874 sswann@coab.us	Leon Smith Director of Public Works City of Neptune Beach 2010 Forest Avenue Neptune Beach, Florida 32266 (904) 270-2422 dpw@nbfl.us
Jeremy Johnston Executive Director Clay County Utility Authority 3176 Old Jennings Road Middleburg, Florida 32068 (904) 272-5999 jjohnston@clayutility.org	Chuck Pavlos Public Works Director Town of Orange Park 2042 Park Avenue Orange Park, Florida 32073 (904) 264-7411 cpavlos@townop.com
Rick Hutton Supervising Engineer W/WW Division Gainesville Regional Utilities 4747 N Main Street Gainesville, FL 32609 (904) 393-1612 huttonrh@gru.com	Bill Young Utility Director St. Johns County 1205 SR 16 St. Augustine, Florida 32084 (904) 209-2700 byoung@sjcfl.us
Kayle Moore Engineer City of Jacksonville Beach 1460A Shetter Avenue Jacksonville Beach, Florida 32250 (904) 247-6219 kmoore@jaxbchfl.net	

8. Modification. This Agreement may be modified only upon mutual, written agreement signed by all of the OWNERS.

9. Additional Parties as OWNERS. OWNERS may be added to the Agreement in the future. Decisions to add additional OWNERS will require at least a majority vote of the OWNERS. If an OWNER is added, JEA shall re-allocate the reimbursement percentages set forth in paragraph 6 above, and each OWNER shall thereafter be responsible for the revised percentage of the fees. OWNERS may also agree to allow participation of other entities in this collaborative effort without becoming an OWNER and at no cost, but only after unanimous agreement by OWNERS.

10. Separation. Any OWNER may withdraw from this Agreement before termination by giving not less than 30 days' written notice to all OWNERS. In the event of withdrawal, the withdrawing OWNER shall be responsible for its share of all services up to the date of termination plus its remaining share of active phase(s) of work being performed under the Scopes. Payment in full for the remaining balance shall be due within thirty (30) days of separation. The withdrawing OWNER will not be responsible for costs associated with any phases of the Scopes not yet started and future costs for phases not yet started will be redistributed among the remaining OWNERS within the limitations of the Annual Cost and Total Cost Amount OWNER allocation described above.

11. Execution. This Agreement may be executed in multiple counterparts, each of which shall be considered an original document for all purposes.

12. Termination. This Agreement shall terminate on September 30, 2023 or upon the completion of the Scopes, whichever shall first occur, unless terminated earlier by the procedures set forth herein. In the event of termination before completion of the Scopes, the OWNERS shall be responsible for their respective shares of services performed to the date of termination, and no compensation previously paid for services performed in accordance with this Agreement shall be refundable by JEA.

AGREED TO on this ____ day of _____, _____
Memorandum of Agreement to assess groundwater resource sustainability in Northeast
Florida

Signature Pages Follow

DATE:

CITY OF ATLANTIC BEACH

Shane Corbin
City Manager
City of Atlantic Beach
800 Seminole Rd.
Atlantic Beach, Florida 32233

DATE:

CLAY COUNTY UTILITY AUTHORITY

Jeremy Johnson
Executive Director
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

DATE:

CITY OF GAINESVILLE

Anthony Cunningham
Water/Wastewater Officer
Gainesville Regional Utilities
301 SE 4th Avenue
Gainesville, Florida 32601

DATE:

CITY OF JACKSONVILLE BEACH

Mike Staffopoulos
City Manager
City of Jacksonville Beach
11 North Third Street
Jacksonville Beach, Florida 32250

DATE:

JEA

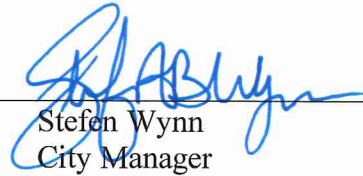
JEA

21 W. Church Street, JEA Tower 16th Floor
Jacksonville, Florida 32202

DATE:

10/22/2020

CITY OF NEPTUNE BEACH



Stefan Wynn

City Manager

City of Neptune Beach

116 First Street

Neptune Beach, Florida 32266

DATE:

TOWN OF ORANGE PARK

Sarah Campbell
Town Manager
Town of Orange Park
2042 Park Avenue
Orange Park, Florida 32073

DATE:

ST. JOHNS COUNTY

Hunter Conrad
County Administrator
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

October 21, 2020

To: City of Neptune Beach, Strategic Planning Committee

Through: Kristina Wright, Community Development Director

From: Dover, Kohl & Partners

Memo: Addressing Beach Access Point Recommendations in the Final Draft Vision Plan

BACKGROUND

Following the presentation and release of the Draft Vision Plan, public comments were accepted between July 1, 2020 and July 31, 2020 (though a few mail-in responses received beyond that period were also included). These comments were compiled and summarized in a memo, 'Summary of Written Public Comments on the Neptune Beach Draft Community Vision Plan' (August 13, 2020), which was presented to City Staff and leadership at two separate strategic Planning Committee Meetings. The memo was shared on the Vision Plan website, emailed to the 540+ subscribers of the Vision Plan email list, and it was also included in the Final Draft Vision Plan as Appendix B.

WHY WERE RECOMMENDATIONS FOR BEACH ACCESS POINTS ADDED?

We received specific comments on the Draft Vision Plan requesting that we address beach access and parking for beach goers. This was also something we heard when meeting with students at Fletcher Middle School. Most of the students do not live on the beach and several mentioned the lack of bicycle parking at beach access points. We also received many comments emphasizing the need to add more vehicle parking in general and several comments about parking issues for the neighborhood East of 3rd Street. These echoed complaints we've heard throughout the process regarding the congestion of parked cars along the small streets of that neighborhood. We've included a list of the specific comments we received regarding these topics at the end of this memo. To address these concerns we looked more closely at parking overall and at beach access from all of the existing entry points, beyond what had been previously shown and discussed for the Beaches Town Center.

WHAT ARE THE NEW RECOMMENDATIONS AND HOW DO THEY ADDRESS THE FEEDBACK?

In the 'Mobility & Parking' section of the plan we added some new information on pages 152-154, including a discussion of the pros and cons of dispersed versus centralized parking solutions, information regarding parking benefit districts, and a new map, Figure 4.60: Beaches Town Center & Beach Parking Map. This map shows where existing BTC paid on-street parking is, where paid parking could potentially be expanded (i.e. down 1st Street), where there is limited free on-street parking east of third, where redevelopment could create opportunities for new off-street public parking and/or a parking garage in the future, and where there are existing private surface parking lots that could participate in a shared parking program. The discussion of centralized versus dispersed parking is especially important because it highlights how dispersing small amounts of parking can reduce traffic congestion and overall impact to the surrounding neighborhood.

In the 'Open Spaces & Recreation' section of the plan we also added pages 120-121 to specifically address the comments about beach access. These pages include a map and survey of all of the existing 25 beach access points in Neptune Beach, describing which ones have bicycle parking, elevated dune walkovers, and dedicated parking, including ADA accessible spaces. Also included are two illustrations of how the city could design and utilize the public right-of-way at beach entry points to improve access. They show how the right-of-way could accommodate trash and recycling bins, a public bench and lighting, ADA parking spaces, regular vehicular and/or golf cart spaces, and bicycle parking. The rationale behind this recommendation is that by creating **dedicated off-street parking** spaces and dispersing them in very small quantities (3-5 spaces) incrementally along the beach, while at the same time

limiting public on-street parking in the neighborhood to residents only (except on 1st Street), that would help reduce the negative impact of beach goers searching for parking and obstructing the streets east of 3rd Street, while still providing space for visitors to park or get dropped off. It's important to note that vehicular parking is only one aspect of this recommendation. Equally, if not more important, is the addition of bicycle parking and trash/recycling bins.

Completely eliminating or greatly reducing on-street parking options for visitors in the neighborhood east of 3rd Street without providing an alternative for people who cannot walk or the bike to the beach would create equity and accessibility concerns. A centralized location for public off-street surface or structured parking west of 3rd Street would certainly help to address these concerns in the long term. However, centralized parking solutions are further away on the implementation horizon and not only require substantial up-front capital investment from the City, but also the redevelopment of large commercial properties and a willingness by those property owners to cooperate and partner with the City. Ideally, in the long-term, there would be a little bit of both. If properly designed with upgraded landscaping, overnight parking restrictions, and permeable pavers, small quantities of public parking at beach access points, paired with some future centralized parking west of 3rd Street (be it a parking garage or a simple surface parking lot), would more than meet the needs of current and future residents and visitors.

HOW TO ADDRESS NEW CONCERNS FROM RESIDENTS WHO LIVE EAST OF 3RD STREET?

We are glad to hear from residents following the presentation and release of the Final Draft Plan regarding their concerns about the addition of the beach access point recommendations. This means that the public process is working exactly as intended! During our presentation of the Final Draft to City Council, we thoroughly highlighted all of the things that have been added or changed since the First Draft Vision Plan. This would help them and the public to flag anything they do not like or that they perhaps need more information about before adoption. There are a couple of options for what we can do to address the recent responses from residents who live east of 3rd Street who are concerned about the recommended beach access point improvements. These include:

1. Delete these pages completely from the plan
2. Keep the illustrations as they are, but specify that these improvements would apply only to a small number of beach access points (specific locations can be discussed or agreed upon by residents)
3. Revise the illustrations and text to specify that the non-ADA parking spaces are for golf carts only
4. Reduce the number of or entirely eliminate the parking spaces illustrated, keeping only the addition of bicycle parking, a public bench, lighting, and trash/recycling bins

We will defer to direction from City staff and Council regarding which resolution to pursue.

LIST OF RELEVANT COMMENTS FROM THE FIRST DRAFT VISION PLAN PUBLIC INPUT

Which of the ideas and recommendations presented are you most excited about?

- "Additional parking for visitors for beach access and access to NB businesses with bike / mobility lanes conducive to locals."

Which ideas and recommendations presented do you think the City should prioritize for implementation?

- "parking and safe walking"
- "street and parking improvements"
- "Parking and additional development of local restaurants and shopping"
- "Opening beach access and adding bike rack and a couple of parking spaces. Completing the King's Road bridge, and getting the Senior Center up and running."

- “I see nothing of significance to provide/improve beach accesses south of NBTC, and east of 3rd street. It is not feasible for them to bike over a mile with young children to visit our own beaches.”
- “Everything that reduces traffic, improves traffic flow and safety and add more parking space.”
- “Parking - which isn't really addressed in the plan at all.”
- “#1 Parking #2 walkability/bike lanes for Atlantic/3rd/Penman #3 Family oriented mixed use development of Atlantic Blvd and Florida Blvd”

What ideas from the mobility and parking section look the most promising to you for Neptune Beach? Is there additional information about new modes of transportation and parking technology that you would like to see included?

- “Dedicated LSV or golf cart parking would be great way to encourage use of LSV's vs cars. I would only be interested in having electric scooters or the like available if there were specific pick up and drop off spots. Don't want them laying all over the streets having to be collected.”
- “I want the beach and town center accessible by bike trail which will reduce parking needs. I like Golf cart parking with dedicated plug-in spots, lots of locked bike racks, and shared scooter stations.”
- “Parking issues west of Third St. don't exist. East of Third St have the smallest lots and the most people. New designs of development need to start with where you plan to park all of your vehicles. Beach people mostly work over the ditch so cars are essential during the work week, but not so much on the weekends. How do you balance the needs to use a car to get to Neptune Beach with where do you park once you're here? Not only for the residents but also visitors.”
- “Golf carts”
- “I didn't pay close attention in this section. Just would like to see more golf cart/scooter/bike parking”
- “Golf cart parking - the Mayport electric vehicles manufacturing is ramping up the beach sells. I see golf carts on the horizon.”
- “7.Transportation- More emphasis should be placed upon placing bike racks and parking for citizens to enjoy the beach. Suggestions for all beach approaches to have bike racks and that safer means of traveling main arteries and crossing to the ocean be in place. Deference should be given to green mobility means over car parking.”

Are there any other issues or concerns that you want the team to address?

- “Again I was surprised that I did not see any discussion of Beach access points. I did not feel that west of 3rd was given much attention and it will affect us more I feel than east of 3rd.”
- “More parking. Safer streets for pedestrians especially at 3rd and Atlantic.”
- “Sidewalks, sidewalks, sidewalks. Everywhere possible. Plus, how to manage all the improper parking into the lanes of traffic, especially East of 3rd on the side streets, because this is a safety issue. Many NB residents from all over the city come to the beach, so they walk or bicycle down the side streets. All too often too many side streets are congested with cars/trucks parked partially, or completely into the street. I shudder at the possibility of someone getting hit by a car backing out of a driveway, swerving around a vehicle sticking out into the lane of traffic, etc.”
- “Yes. We need more parking. We do not need to eliminate the small amount of parking we now have by adding more buildings or Businesses.”
- “Parking around Jarboe Park is problematic in that there are limited access points to the park, street parking likely to be snatched up by beachgoers and the west parking lot across 5th street is too far to be beneficial. It also limits the city property and management ability without a staging area anywhere in the city limits.”

- “1) improvements to Beach Access/Bike racks; 2) more beautification efforts west of Penman Road; and 3) STORMWATER IMPROVMENTS”

Do you have any additional ideas for improving Neptune Beach that you feel should be incorporated into this Vision Plan?

- “I think it is all a great idea, the problem is this is a tiny community and most people are not willing to change anything. All residents west of Penman seem to have no say in anything. There is no parking to go to the beach for most residents like us who live 3/4 of a mile to the shore. Very disappointed in that. We drive all the way to Fernandina Beach because we cannot even go to our own beach.”
- “Neptune Beach should remain a residential community with low density and space for outdoor activities. It is a bedroom community with 3 distinct areas. East of 3rd, West of 3rd, and west of Penman. Each has its own issues that need to be addressed, but these issues would benefit all of us as we all travel and live here. Parking for residents to use the beach is really not addressed for anyone living west of 3rd. We raise our babies here and need to be able to access the beach, and the marshes easily and safely.”
- “Major Beach Parking - I did not see a plan for that in any major way. NO to moving parking from west side to east side. NO to 1st street parking meters. NO to residential parking permits.”

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): _____ Agreement Number: _____

2. Parties **State of Florida Department of Environmental Protection,**
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____
(Grantee)

3. Agreement Begin Date: _____ Date of Expiration: _____

4. Project Number: _____ Project Location(s): _____
(If different from Agreement Number)

Project Description: _____

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: _____

6. Department's Grant Manager	Grantee's Grant Manager
Name: _____	Name: _____
_____ or successor	_____ or successor
Address: _____	Address: _____
_____	_____
_____	_____
Phone: _____	Phone: _____
_____	_____
Email: _____	Email: _____

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input type="checkbox"/> Attachment 2: Special Terms and Conditions
<input type="checkbox"/> Attachment 3:
<input type="checkbox"/> Attachment 4: Public Records Requirements
<input type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D:
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

LEGAL REVIEWING ENTITY

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing initial funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

Attachment 1

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than five (5) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. R2106**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is going to conduct a neighborhood scale vulnerability analysis for the City of Neptune Beach (“City”) utilizing locally-relevant sea-level rise (SLR) data, frequent or “nuisance” flooding, storm surge areas, and the 100 and 500-year coastal flood zones. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a fixed price Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Comprehensive General Liability Insurance.**

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000

Automobile Liability for Company-Owned Vehicles, if applicable

\$200,000/300,000

Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation.**

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: R2106**

ATTACHMENT 3

I. TITLE PAGE

1. PROJECT TITLE: City of Neptune Beach Community Resilience Planning

2. GRANTEE Contact Information:

Organization Name: City of Neptune Beach

Name of Authorized Signer: Leon Smith

Title: Interim City Manager

Address: 116 First Street

City: Neptune Beach

Zip Code: 32266

Area Code and Telephone Number: 904.270.2400 ext. 31

E-mail Address: cm@nbfl.us

3. GRANT MANAGER Contact Information:

Organization Name: City of Neptune Beach

Name: Colin Moore

Title: Grant and Resiliency Coordinator

Address: 116 First Street

City: Neptune Beach

Zip Code: 32266

Area Code and Telephone Number: 904.270.2400 ext. 44

E-mail Address: colinmoore@nbfl.us

4. FISCAL AGENT Contact Information:

Organization Name: City of Neptune Beach

Name: Peter Kajokas

Title: Director Finance

Address: 116 First Street

City: Neptune Beach

Zip Code: 32266

Area Code and Telephone Number: 904.270.2400

E-mail Address: cfo@nbfl.us

5. FEID No. (a.k.a. Tax ID#): 59-6000384 Seq No. 011

6. WORK PERFORMED BY: (Select only one)

☐ Grantee ONLY
☒ Subcontractor ONLY
☐ BOTH the Grantee & Sub-Contractor
☐ To Be Determined

7. SUBCONTRACTORS CONTACT INFORMATION: *(If applicable & known)*

Organization Name: UF|IFAS Program for Resource Efficient Communities (PREC)

Name: Pierce Jones, PhD.

Title: Professor & Director, Program for Resource Efficient Communities

Address: University of Florida, PO Box 110940

City: Gainesville

Zip Code: 32611

Area Code and Telephone Number: 352.392.5684

E-mail Address: piercejones@ufl.edu

8. PROJECT LOCATION:

A. List of County(ies): Duval

B. List of City(ies)/Town(s)/Village(s): City of Neptune Beach (with alignment participation by the Cities of Atlantic Beach and Jacksonville Beach)

C. State Lands Lease Agreement Number(s): N/A

Provide lease agreement number(s) for any work that will be performed on State Lands. If work will not be on any state lands, please indicate N/A.

Remainder of this page intentionally left blank.

II. WORK PLAN

9. **PROJECT SUMMARY:** This Project will conduct a neighborhood scale vulnerability analysis for the City of Neptune Beach (“City”) utilizing locally-relevant sea-level rise (SLR) data, frequent or “nuisance” flooding, storm surge areas, and the 100 and 500-year coastal flood zones. Supplemental data layers will include vulnerable population locations and demographics, as well as available land use, building characteristics, and infrastructure.

This analysis will enable the City to identify, describe, visualize, and assign focus areas for adaptation (Adaption Action Areas or AAAs) and community-wide resilience planning. Project results will facilitate public education and engagement in the resilience planning process. The Final Project Report will include recommended Comprehensive Plan policies and strategies—based on local vulnerabilities—to implement the State’s “Peril of Flood” legislation and improve community resilience.

10. **PROJECT DESCRIPTION:**

The Project Team will identify areas and populations vulnerable to coastal flooding based on current and projected inundation hazards and risks using a location-specific, web-based, mapping and decision support tool created by the University of Florida (UF). This tool combines parcel-level property and building data with high resolution SLR, storm surge, flood zone projections and social vulnerability data. In addition, publicly available land use, zoning infrastructure and other locally relevant spatial data will be incorporated to facilitate a best practice analysis.

The assessment will identify and delineate focus areas for potential AAAs based on at-risk populations, housing, and infrastructure. The Project Team will present the results to the City’s Citizens Flood Mitigation Advisory Council stakeholders’ group for discussion and to foster engagement in the resilience planning process.

11. **PROJECT NEED AND BENEFIT:**

- A. **Explain the demonstrated need, which the project addresses.** All coastal areas in Florida are vulnerable to SLR and storm-driven natural hazards. The City is no exception. Further, the North Florida Region is currently laboring in an effort to establish a regional “coalition,” like those being established in other coastal regions of the State. These regional collaborations have shown themselves to be effective approaches to improved community dialoguing and education. This Project will provide analysis and supporting data for City staff and citizens to evaluate and adopt productive policies and programs into the City’s Comprehensive Plan to enhance community resilience in the face of changing climatic conditions. It is also hoped that the community conversation initiated by this Project will not only foster a larger conversation in the region but support the formation of and bolster the foundation for a regional resilience effort.
- B. **Explain how the proposed project meets the purpose of one or more of the Goals and Priorities for FRCP.** This Project satisfies identified requirements in Priority 1 and positions the City to address aspects of Priorities 3 and 4, including a vulnerability assessment, online decision support tools for resilience planning, and identified focus areas for potential AAAs.
- C. **Discuss how the project is feasible and can be completed by the grant period deadline.** The combination of City staff local knowledge and UF expertise combines to make this a very practical and achievable Project. UF has experience and familiarity with relevant data, mapping tools, and a history of facilitating stakeholder engagement and advocacy. The Project Team has sufficient support capacity to initiate and complete the proposed Project during the proposed Grant period.
- D. **Explain how this project is addressing social vulnerability or vulnerability of historic resources or stormwater management systems.** The decision support tool includes a social vulnerability index

(SVI) data layer containing information and analysis of Census-based socioeconomic characteristics of vulnerable populations. This information is incorporated into the Citywide vulnerability assessment. This study provides an opportunity to evaluate social vulnerability and existing data on stormwater management systems at the community or neighborhood scale as a subset of the Census tract level analysis. This will more accurately reflect the degree and location of social vulnerabilities throughout the entire barrier island. In addition, the methodology serves as a template to apply to other coastal areas within the County and the North Florida Region.

12. DESCRIPTION OF PROJECT OUTCOMES:

Anticipated outcomes include:

- A parcel level analysis of housing structure and flood hazard vulnerabilities within the study area.
- Providing a workshop to present vulnerability assessment results and implications.
- Fostering public participation by gathering comments and reactions.
- A summary report of vulnerability assessment methods and evaluation activities.

13. BUDGET SUMMARY: Allowable budget categories and form of payment with the costs for this project are listed in the table below.

BUDGET SUMMARY BREAKDOWN

Budget Categories	Payment	Task 1	Task 2	Task 3	Grant Amount Awarded
Salaries & Fringe	Fixed Price	\$0	\$0	\$0	\$0
Contractual Services*	Fixed Price	\$24,000	\$24,000	\$18,000	\$66,000
GRANT AGREEMENT TOTAL		\$24,000	\$24,000	\$18,000	\$66,000

- A. Describe how the project costs was determined:** Contractor/UF estimates of Project Team time needed to complete tasks.
- B. Contractual Services Selection*:** Upon a selected Sub-Contractor(s) (if applicable), the Grantee will Provide a signed certification statement giving a description of the procurement process that was utilized for the selection of the sub-contractors. The description must include:
- a. What procurement process was utilized
 - b. Justification as to how & why you made your final selection.
 - c. For competitively obtained Sub-Contractor also include:
 - i. A list of all entities that you received bids/quotes from,
 - ii. Names and addresses of those entities that provided bids/quotes,
 - iii. Actual amounts of the bids/quotes that were submitted.

14. PROJECT TIMELINE: All tasks are to be completed and submitted no later than the task/deliverable due date listed in the table below. Requests for any change must be submitted prior to the current task/deliverable due date listed in the project timeline. Requests are to be sent via separate email to the Department's Grant Manager, with the details of the request being made and the reason for the request.

PROJECT TIMELINE

Task No.	Task Title	Deliverable Due Date	Task Amount
1	Vulnerability Assessment	11/30/2020	\$24,000
2	Alignment and Assessment Presentation Workshops	01/31/2021	\$24,000

3	Final Project Assessment and Report	04/27/2021	\$18,000
Total			\$66,000

- 15. PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline. The Department's Grant Manager will review the task/deliverables to verify that they meet the specifications in the Grant Work Plan and this task description, to include any work being performed by any sub-contractor(s). Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.
- 16. CONSEQUENCES FOR NON-PERFORMANCE:** The Department will reduce each Task Funding Amount by 5% for every day that the task/deliverable(s) is not received on the specified due date in the most recent Project Timeline, for the Agreement. Should a Change Order or Amendment be requested on the date of or after the most current task/deliverable due date, the 5% reduction of that Task Funding Amount will be imposed until the date of the requested change is received, via email by the Department.
- 17. PAYMENT REQUEST SCHEDULE:** Grantee may submit a request for the Task Funding Amount to be paid using the Exhibit C, after all deliverables for that task have been approved by the Department. Request(s) for payment must include the Exhibit A showing 100% completion of that task and must be submitted within 45 days of the task/deliverable due date. Please refer to the [website Grants page](#) for "How to Request Payment", and "Checklist for Requesting Payment"

Or

Grantee may submit one request for the Grant Amount Awarded, by using the Exhibit C, after the project is 100% completed. The request for the Grant Amount Awarded, must include an Exhibit A showing 100% completion for all tasks, and must be submitted within 45 days of the last task/deliverable due date.

- 18. FUNDING SOURCE:** Grantee agrees to include on all publications, printed reports, audiovisuals (including videos, slides, and websites except that unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the DEP logo (which can be found on the Department's website at <https://floridadep.gov/resilience> or by contacting the Department's Grant Manager for a copy) and the following statement on, the following language.

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection, Florida Resilient Coastlines Program, by a grant provided by the Office of Resilience and Coastal Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line shall identify the month and year of the publication.

III. TASKS & DELIVERABLES

Task #1

A. Title: Vulnerability Assessment

- B. Goal:** Identify and delineate areas and populations vulnerable to flood hazards within the City.
- C. Description:** The Project Team will hold a kick-off meeting to prepare an initial public outreach workshop to review the primacy of the Comprehensive Plan, Florida Statutory requirements, and drivers of responsibility to implement and advance the “Peril of Flood” provisions of F.S. Ch. 163. The City and UF will collaborate to compile and integrate parcel data, (e.g., geography and relevant structure and value attributes), inundation/hazard data (e.g., SLR, storm surge, flood zones, and flooded lands), SVI, with locally-relevant and publicly-available infrastructure data into the web-based tool. This data will then be analyzed to assess the City’s geospatial vulnerability to flooding hazards and risks.
- D. Deliverable(s):** The Grantee will submit all deliverables for each task via **one pdf document** to the Department’s Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline.
- 1) Initial kick-off meeting agenda and sign-in sheets indicating location, date, and time of meeting.
 - 2) Agenda and any presentation(s) from the kick-off meeting.
 - 3) Brief summary report from the kick-off meeting including:
 - a. City-wide analysis of vulnerable housing, infrastructure, and populations, at the neighborhood and parcel level.
 - b. Visualizations and map products to support public review and foster participation in mitigation and resilience planning.

Task #2

- A. Title:** Alignment and Assessment Presentation Workshops
- B. Goal:** To inform and engage City stakeholders in flood hazard vulnerability issues, potential mitigation actions, community resilience considerations, and gather feedback on draft policy language in compliance with the Peril of Flood legislation requirements. To align this flooding resilience Project with other flooding resilience efforts being done or proposed by the other cities on the barrier island (Atlantic Beach and Jacksonville Beach), to assure consistency of approach and response to future climate change scenarios.
- C. Description:** The Project Team, will draft policy language, organize no fewer than two workshops (depending on logistics and scheduling) to present the results of the assessment, gather stakeholder feedback on potential policy and strategy language, and outline next steps to improve community resilience. The Project Team will describe and illustrate the City’s current “Peril of Flood” implementation status and undertake engagement processes to facilitate discussion about SLR, new and proven nature-based adaptation options, and socio-cultural vulnerability and potential strategies.
- D. Deliverable(s):** The Grantee will submit all deliverables for each task via **one pdf document** to the Department’s Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline.
- 1) Draft Goals, Objectives, and Policies (GOPs) for adoption into the comprehensive plan to comply with the Peril of Flood requirement.
 - 2) Timeline for Presentation of the GOPs to the local governing body.
 - 3) Public workshop agendas and sign-in sheets, indicating location, date and time of each workshop.
 - 4) Presentation(s) from each workshop/meeting.
 - 5) Brief summary report from each workshop/meeting including attendee input and outcomes.

- 6) Any materials created at each workshop/meeting (as applicable).

Task #3

A. Title: Final Project Assessment and Report

B. Goal: Produce a Final Report summarizing the findings of the vulnerability analysis and the community engagement process leading to draft policy language and alignment of resilience approaches among the three (3) barrier-island municipalities.

C. Description: The Project Team will produce a summary Final Report. The Report will summarize the Project activities, processes, stakeholder feedback, and lessons learned. The Final Report will include the City's Vulnerability Assessment, integrated recommendations for alignment of resilience approaches among the three (3) barrier island cities and resulting draft policy language in compliance with the Peril of Flood legislation requirements.

D. Deliverable(s): The Grantee will submit all deliverables for each task via **one pdf document** to the Department's Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline.

1) Final report summary of the vulnerability analysis to include:

- a. City of Neptune Beach Vulnerability Assessment draft language to be provided to local government for approval.
- b. Integrated recommendations report for alignment of the resilience approaches of the Cities of Atlantic Beach, Jacksonville Beach, and Neptune Beach.
- c. Summary report of community engagement workshops being provided to local government.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2020/2021	37.098	Florida Resilient Coastal Program	\$66,000	100593
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

				Total Award	\$66,000	
--	--	--	--	-------------	----------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE FLORIDA RESILIENT COASTLINES PROGRAM**

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request the Grantee must provide a copy of acquired and approved permits for the project.
2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3, Grant Work Plan; and all other attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Florida Resilient Coastlines Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of the Agreement end date and notify the Grantee in writing if determined ineligible.
3. The Department reserves the right to reduce any fixed priced line item payment in the Agreement, Attachment 3, Grant Work Plan, where in the actual costs incurred are more than 5% less than the original budgeted fixed price value set forth in this Agreement.
4. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11, Subcontracting, Attachment 2, and, paragraph 9. c. Contractual Costs (Subcontractors), Attachment 1, Grantee shall provide the following for or all sub-contractual agreements that the Grantee executes for this project:
 - a. A valid link or documentation that outlines their entity's procurement processes that is required in Attachment 1, paragraph 9. c.
 - b. A signed certification statement by the Grantee's designated grant manager, indicating the procurement process that was utilized per their entities' policies and procedures, for all sub-contractors. The certification must include a listing of all sub-contractor quotes/bids amounts, with the company name, address, and the details of how/why they made their determinations for those sub-contractors that were selected and utilized for this Agreement.
5. The following replaces paragraph 8. Payment g. Final Payment Request, Attachment 1, Standard Terms and Conditions:
 - a. Final Payment Request. A final payment request must be submitted to the Department no later than fifteen (15) days following the completion of the project or the expiration date of the Agreement to ensure the availability of funds for payment, which ever date comes first.
6. The following replaces paragraph 10, Status Reports, Attachment 1, Standard Terms and Conditions:
 - a. Status Reports. The Department may require the Grantee to submit the status report on Exhibit A, Progress Report Form, to the Department's Grant Manager, with every task completion, and submittal of deliverables. The Exhibit A, Progress Report Form, must include a description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and the percentage of the work that has been completed to date.
 - b. Quarterly Reports. The Grantee shall submit status reports quarterly on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and the percentage of the work that has been completed to date. Quarterly status reports are due no later than five (5) days following the

completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review required reports submitted by Grantee within thirty (30) days.

- c. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Quarterly Report described above, only in instances where the next quarterly report falls after the project completion date.
7. Attachment 3, Grant Work Plan, 15. Performance Measures shall require that all deliverables and reports submitted to DEP will be Americans with Disabilities Act (ADA) also known as 508 Compliant, in all formats provided.
8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes.
 - a. The copyright in any work developed under this Agreement.
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
9. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation and settlement agreements.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	R2106		
Grantee Name:	City of Neptune Beach		
Grantee Address:	116 First Street, Neptune Beach, FL 32266		
Grantee's Grant Manager:	Colin Moore	Telephone No.:	904-270-2400 x44
Project Title:	Community Resilience Planning		
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)	Report Type: (Select only one)	Quarterly Status Update
<p>INSTRUCTIONS: Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task; indicate the percentage of the task that has been completed to date.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1: Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p> <p>Percentage of task completed:</p> <p>Task 2: Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p> <p>Percentage of task completed:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. R2106 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.	R2106	
Payment Request No.		Request Date:
Grantee's Grant Manager Name:	Colin Moore	
Grantee Name & Mailing Address for Payment:	City of Neptune Beach 116 First Street Neptune Beach, FL 32266	
Task No(s).		Total Task Amount(s) Requested:
Performance Period - Date Range:		

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	BUDGETED AMOUNT	AMOUNT OF THIS REQUEST	PAYMENTS RECEIVED	REMAINING AMOUNT
Salaries/Wages				\$ -
Fringe Benefits				\$ -
Indirect Cost				\$ -
Contractual (Subcontractors)				\$ -
Fixed Price				\$ -
TOTALS	\$ -	\$ -	\$ -	\$ -

GRANTEE CERTIFICATION

1. The disbursement amount requested is for allowable costs for the project described in Attachment 3 of the Agreement.
2. All costs included in the amount requested have been satisfactorily performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RESILIENT COASTLINES PROGRAM**

**INSTRUCTIONS FOR COMPLETING
EXHIBIT C**

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with R####.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

REQUEST DATE: This is the date you are submitting the report to DEP.

GRANTEE'S GRANT MANAGER: This is the person identified as grant manager in the grant agreement.

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address to which you want the state warrant (payment) sent.

TASK NO.: Enter the number of the TASK for which you are requesting payment. **NOTE: More than one task may be submitted for payment request. However, Part II and Part III REQUIRE a separate table for each task requesting payment for.**

TOTAL AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS CLAIM*" column.

PERFORMANCE PERIOD - Date Range: This is the beginning and ending date of the reporting period requesting reimbursement for. **NOTE: This date can not be before the Grant Execution Date, nor after the Grant End Date.**

GRANT EXPENDITURES SUMMARY SECTION:

Enter the total amount budgeted as approved in Attachment 3 in the "*BUDGETED AMOUNT*" line.

Enter the amount of this request as approved in Attachment 3 in the "*AMOUNT OF THIS REQUEST*" line.

Enter the total cumulative amount of this request and all previous payments on the "*PAYMENTS RECEIVED*" line.

The amount for the "*REMAINING AMOUNT*" line, will automatically calculate and populate.

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out for all listed tasks during the invoice period for which you are requesting reimbursement.

This must be by budget category as in the currently approved budget in Attachment 3 (Project Work Plan), or amendment of your grant Agreement.

Do not claim expenses in a budget category that does not have an approved budget.

Do not claim items that are not specifically identified in the current Budget section of Attachment 3.

NOTE: Shaded areas in tables are auto calculated, and are indicated with "\$ -".

GRANTEE CERTIFICATION: Must have the original signature of both the Grantee's Grant Manager and the Grantee's Fiscal Agent as identified in the grant agreement.

REQUIRED BACK-UP DOCUMENTATION FOR EACH TASK REQUESTING PAYMENT FOR:

Completed all parts of Exhibit C showing requested funds for payment - **Parts II & III Not required for Fixed Price Agreements.**

***NOTE:** Parts II & III have an example line entered in the table. You may delete this line of text out in copied tables for additional tasks.*

Completed Exhibit A (Progress Report) showing requested task to be 100% completed, for requested funds.

Copies of all invoices to the Grantee.

Proof of Payment (Copies of canceled checks, front and back, Bank Statement, or EFT verification) - **Not required for Fixed Price Agreements.**

If a sub-contractor was used for any work on the project, a copy of the signed agreement between the sub-contractor and Grantee must be submitted to DEP before payments will be processed.

Other supporting documentation, as needed.

CONTRACTUAL DETAIL

Complete one table per Task containing Contractual Reimbursement Requests

Add rows as needed for each table. Add tables as needed, if more than one task is included in this invoice.

Be sure to attach the executed agreement(s) between the Grantee and Sub-contractors (if not previously submitted).

Be sure to attach original invoices to the Grantee, and proof of payment documents.

Formulas are included in some of the spreadsheet cells, denoted with "\$ - " .

Task Number:									
Contractual Services									
Performance Period or Date Completed	Sub-contractor Name	Description of Good/Services Provided	Sub- contractor Invoice Number	Sub- contractor Invoice Date	Amount Paid (Total on the check paid)	Payment Method Used	Check # or CC Type (If applicable)	Proof of Payment Provided	Amount Claimed (Not to exceed task budgeted amount)
1/10/19 - 4/15/19	EXAMPLE - John Smith	Completed Shareholder Meeting 1 and reports	15846	05/01/19	\$ 15,000.00	Check	24589	Cancelled Check	\$ 2,500.00
							Contractual Total		\$ -

SALARY AND FRINGE DETAIL

Complete one table for each task containing Salary, Fringe, and Indirect Cost Reimbursement Requests.
Add rows as needed for each table. Add tables as needed, if more than one task is included in this invoice.
Be sure to attached timesheets showing hours worked for each task, with the employee name.
Be sure to attached a copy of employee's pay stubs as proof of payment showing employee name and date payment was made.
Formulas are included in some of the spreadsheet cells, denoted with "\$ - " .

Task Number:										
Salary										
Position Title	Employee Name	Performance Period or Date Completed	Total Hours Worked	Hourly Wage	Total Amount Paid	Date Paid	Payment Type Used	Check # or CC Type (If applicable)	Proof of Payment Provided	Amount Claimed
Example	John Doe	1/12/19 - 3/10/19	84.00	\$ 25.00	\$ 3,500.00	3/30/2019	Check	24589	Cancelled Check	\$ 2,100.00
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
							TOTAL SALARY		\$ -	
Fringe										
Position Title	Employee Name	Performance Period or Date Completed	Fringe Rate (% of Salary)	Fringe Amount	Total Amount Paid	Date Paid	Payment Type Used	Check # or CC Type (If applicable)	Proof of Payment Provided	Amount Claimed
Example	John Doe	1/12/19 - 3/10/19	15.00%	\$ 315.00	\$ 450.00	3/30/2019	Check	24589	Cancelled Check	\$ 315.00
0	0	0		\$ -		1/0/1900	0	0	0	\$ -
0	0	0		\$ -		1/0/1900	0	0	0	\$ -
0	0	0		\$ -		1/0/1900	0	0	0	\$ -
0	0	0		\$ -		1/0/1900	0	0	0	\$ -
0	0	0		\$ -		1/0/1900	0	0	0	\$ -
0	0	0		\$ -		1/0/1900	0	0	0	\$ -
							TOTAL FRINGE		\$ -	
Indirect										
Description of Indirect Costs		Performance Period or Dates Utilized	Indirect Rate (%) of Salary & Fringe	Indirect Amount Incurred		Eligible Amount	Amount Claimed			
EXAMPLE - Printing and postage		1/12/19 - 3/10/19	5.00%	\$ 120.75		\$ 120.75	\$ 120.75			
						\$ -	\$ -			
					TOTAL INDIRECT	\$ -				

EXHIBIT F

DEP AGREEMENT NO. R2106

Community Resilience Planning

City of Neptune Beach

Final Project Report



This report funded in part, through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Month & year

Exhibit F, DEP Agreement #: R2106

1 of 4

Final Project Report

Community Resilience Planning

Executive Summary

Methodology

Outcome

--

Further Recommendations

--

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**INSTRUCTIONS FOR COMPLETING
ATTACHMENT F
FINAL PROJECT REPORT FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with R####.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. One electronic copy shall be submitted to the Department's Grant Manager, for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Florida Department of Environmental Protection
EXHIBIT G
PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT No. R2106

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name _____

Address _____

City _____ State _____ Zip _____

Phone Number: (____) _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or art work(s) being submitted and am 18 years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to, promotion of the Florida Department of Environmental Protection, including, but not limited to, through publications, websites, social media venues and advertisements and distributed to the media and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns. I have read and understand the terms of this release.

Owner Signature: _____ Date: _____

Photo/Video/Audio/Artwork Recording Filename(s): _____

Location of photo/video/audio recording/artwork: _____

Name of Person Accepting Work Submission: _____

Exhibit G, DEP Agreement #: R2106

1 of 1



RTA CONSULTING, INC.

221 N Hogan Street, Suite 376
Jacksonville, Florida 32202
(904)545-0999 rtarimmer@earthlink.net

Invoice No. NBPMAR20

INVOICE

Customer

Name CITY OF NEPTUNE BEACH
Address 116 First St
City Neptune Beach State FL ZIP 32266
Attention Peter Kojakas

Date 4/25/2020
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	<u>SCOPE - Reimbursement for Operating Expenses</u> Labor Reimbursement North Beaches Parking Operations March 2020	\$ 25,562.58	\$25,562.58

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name
CC #
Expires

SubTotal	\$25,562.58
Shipping & Handling	\$0.00
Taxes Florida	
TOTAL	\$25,562.58

Office Use Only

Payment Due Upon Receipt

*A Creative Common Sense Approach to Resolving Your Transportation
and Parking Issues*



RTA CONSULTING, INC.

221 N Hogan Street, Suite 376
Jacksonville, Florida 32202
(904)545-0999 rtarimmer@earthlink.net

Invoice No. NBPMAY20

INVOICE

Customer

Name CITY OF NEPTUNE BEACH
Address 116 First St
City Neptune Beach State FL ZIP 32266
Attention Carl LaFleur

Date 6/10/2020
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	<u>SCOPE - Reimbursement for Operating Expenses</u> Labor Reimbursement North Beaches Parking Operations May 2020	\$ 20,347.85	\$20,347.85

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name
CC #
Expires

SubTotal	\$20,347.85
Shipping & Handling	\$0.00
Taxes Florida	
TOTAL	\$20,347.85

Office Use Only

Payment Due Upon Receipt

*A Creative Common Sense Approach to Resolving Your Transportation
and Parking Issues*



RTA CONSULTING, INC.

221 N Hogan Street, Suite 376
Jacksonville, Florida 32202
(904)545-0999 rtarimmer@earthlink.net

Invoice No. NBPJUNE20

INVOICE

Customer

Name CITY OF NEPTUNE BEACH
Address 116 First St
City Neptune Beach State FL ZIP 32266
Attention Carl LaFleur

Date 7/4/2020
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
	<u>SCOPE - Reimbursement for Operating Expenses</u>		
1	Labor Reimbursement North Beaches Parking Operations June 2020	\$ 16,251.74	\$16,251.74
SubTotal			\$16,251.74
Shipping & Handling			\$0.00
Taxes Florida			
TOTAL			\$16,251.74

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name
CC #
Expires

SubTotal \$16,251.74
Shipping & Handling \$0.00
Taxes Florida
TOTAL \$16,251.74

Office Use Only

Payment Due Upon Receipt

*A Creative Common Sense Approach to Resolving Your Transportation
and Parking Issues*



RTA CONSULTING, INC.

221 N Hogan Street, Suite 376
Jacksonville, Florida 32202
(904)545-0999 rtarimmer@earthlink.net

Invoice No. NBPJULY20

INVOICE

Customer

Name CITY OF NEPTUNE BEACH
Address 116 First St
City Neptune Beach State FL ZIP 32266
Attention Carl LaFleur

Date 8/5/2020
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
	<u>SCOPE - Reimbursement for Operating Expenses</u>		
1	Labor Reimbursement North Beaches Parking Operations July 2020	\$ 18,436.19	\$18,436.19

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name
CC #
Expires

SubTotal	\$18,436.19
Shipping & Handling	\$0.00
Taxes Florida	
TOTAL	\$18,436.19

Office Use Only

Payment Due Upon Receipt

*A Creative Common Sense Approach to Resolving Your Transportation
and Parking Issues*



RTA CONSULTING, INC.

221 N Hogan Street, Suite 376
Jacksonville, Florida 32202
(904)545-0999 rtarimmer@earthlink.net

Invoice No. NBPAUG20

INVOICE

Customer

Name CITY OF NEPTUNE BEACH
Address 116 First St
City Neptune Beach State FL ZIP 32266
Attention Carl LaFleur

Date 9/15/2020
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	<u>SCOPE - Reimbursement for Operating Expenses</u> Labor Reimbursement North Beaches Parking Operations Aug 2020	\$ 14,522.09	\$14,522.09

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name
CC #
Expires

SubTotal	\$14,522.09
Shipping & Handling	\$0.00
Taxes Florida	
TOTAL	\$14,522.09

Office Use Only

Payment Due Upon Receipt

*A Creative Common Sense Approach to Resolving Your Transportation
and Parking Issues*



RTA CONSULTING, INC.

221 N Hogan Street, Suite 376
Jacksonville, Florida 32202
(904)545-0999 rtarimmer@earthlink.net

Invoice No. NBPSEPT20

INVOICE

Customer

Name CITY OF NEPTUNE BEACH
Address 116 First St
City Neptune Beach State FL ZIP 32266
Attention Carl LaFleur

Date 9/30/2020
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
	<u>SCOPE - Reimbursement for Operating Expenses</u>		
1	Final Reimbursement North Beaches Parking Operations	\$ 2,683.60	\$2,683.60

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name
CC #
Expires

SubTotal	\$2,683.60
Shipping & Handling	\$0.00
Taxes Florida	
TOTAL	\$2,683.60

Office Use Only

Payment Due Upon Receipt

*A Creative Common Sense Approach to Resolving Your Transportation
and Parking Issues*



**Radiant Joy (904)955-5953
4048 Huntington Forest Blvd
Jacksonville, FL 32257-7562
radiantjoylighting@gmail.com**

**City of Atlantic Beach
1200 Sandpiper Lane
Atlantic Beach, FL 32233**

10-1-20

2020-2021 Christmas lighting

Installation of Lights on 270 Palms @ \$100 Each	\$27000.00
Installation of decorations	\$ 1500.00
Sivester palm tree	\$ 3500.00

Total	\$32000.00
--------------	-------------------

Thank You for your business!

**Jesse Gabisch
Radiant Joy Lighting
4048 Huntington Forest Blvd.
Jacksonville, FL 32257**