VILLAGE OF NORTH PALM BEACH
REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS **THURSDAY, APRIL 13, 2023**
501 U.S. HIGHWAY 1 **7:00 PM**

David B. Norris	Susan Bickel	Darryl C. Aubrey	Mark Mullinix	Deborah Searcy
Mayor	Vice Mayor	President Pro Tem	Councilmember	Councilmember

Chuck Huff	Leonard G. Rubin	Jessica Green
Village Manager	Village Attorney	Village Clerk

INSTRUCTIONS FOR "WATCH LIVE" MEETING

To watch the meeting live please go to our website page (link provided below) and click the "Watch Live" link provided on the webpage:

https://www.village-npb.org/CivicAlerts.aspx?AID=496

ROLL CALL

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

AWARDS AND RECOGNITION

APPROVAL OF MINUTES

1. Minutes of the Regular Session held March 9, 2023

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Members of the public may address the Council concerning items on the Consent Agenda or any non agenda item under Statements from the Public. **Time Limit: 3 minutes**

Members of the public who wish to speak on any item listed on the Regular Session or Workshop Session Agenda will be called on when the issue comes up for discussion. **Time Limit: 3 minutes**

Anyone wishing to speak should complete a Public Comment Card (on the table at back of Council Chambers) and submit it to the Village Clerk prior to the beginning of the meeting.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

2. **1ST READING OF ORDINANCE 2023-07 – CODE AMENDMENT – ORDER OF BUSINESS** Consider a motion to adopt on first reading Ordinance 2023-07 amending Article II, "Council," of Chapter 2, "Administration," of the Village Code of Ordinances by repealing Section 2-26, "Order of Business".

3. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2023-04 - COUNTRY CLUB BUDGET AMENDMENT** Consider a motion to adopt and enact on second reading Ordinance 2023-04 amending the Adopted Country Club Budget for Fiscal Year 2023 to utilize $200,000 in fee revenues to fund Capital Projects at the North Palm Beach Country Club Golf Course.

CONSENT AGENDA

The Consent Agenda is for the purpose of expediting issues of a routine or pro-forma nature. Councilmembers may remove any item from the Consent Agenda, which would automatically convey that item to the Regular Agenda for separate discussion and vote.

4. **RESOLUTION** – Approving a Blanket Purchase Order for the Public Works Department with Tire Soles of Broward, Inc. in the total amount of $50,000 for the purchase of tires and tubes for Village vehicles.

5. **RESOLUTION** – Accepting a proposal from Eaton Corporation to replace Emergency Uninterrupted Power System at the Public Safety Building at a total cost of $49,449.15; and authorizing execution of the Contract.

6. **RESOLUTION** – Amending Resolution No. 2023-08 to increase the cost of one Peterbilt Front Load Refuse Collection Truck purchased from Southern Sewer Equipment Sales and Service, Inc. by and additional $13,917.53 to $310,405.53 for the installation of additional safety equipment and a modification of the paint scheme.

7. Receive for file Minutes of the Golf Advisory Board meeting held 1/16/23.

8. Receive for file Minutes of the Environmental Committee meeting held 2/6/23.

9. Receive for file Minutes of the Recreation Committee meeting held 2/14/23.

10. Receive for file Minutes of the Business Advisory Board meeting held 2/21/23.

11. Receive for file Minutes of the Library Advisory Board Meeting held 2/28/23.

12. Receive for file Minutes of the Audit Committee meeting held 3/7/23.

OTHER VILLAGE BUSINESS MATTERS

13. **RESOLUTION – ARTIFICIAL TURF INSTALLATION AT ANCHORAGE PARK PLAYGROUND CONTRACT** Consider a motion to adopt a resolution for the installation of artificial turf at the Anchorage Park playground at a total cost of $66,019; authorizing execution of the Contract; and approving a Budget Amendment to fund the purchase.

14. **RESOLUTION – COMMUNITY CENTER SOFTBALL FIELDS CONVERSION TO TURF GRASS CONTRACT** Consider a motion to adopt a resolution approving a proposal from Haverland AG Innovations, Inc. to convert three existing softball infields to turf grass at the Community Center at a total cost of $133,782.17; authorizing execution of the Contract; and approving a Budget Amendment to fund the purchase.

15. **RESOLUTION – COUNTRY CLUB CAPITAL PROJECTS CONTRACT** Consider a motion to adopt a resolution approving a proposal from BrightView Golf Maintenance, Inc. for Summer Capital Projects at the North Palm Beach Country Club Golf Course at a total cost of $183,877.50; authorizing execution of the Contract; and waiving the Village's purchasing policies and procedures.

COUNCIL AND ADMINISTRATION MATTERS

16. **MOTION –** Designation of voting delegate and alternates for PBC League of Cities

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

17. Audit Committee Annual Report

ADJOURNMENT

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.

DRAFT MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
MARCH 9, 2023

Present:

Deborah Searcy, Mayor
David B. Norris, Vice Mayor
Susan Bickel, President Pro Tem
Darryl C. Aubrey, Sc.D., Councilmember
Mark Mullinix, Councilmember
Chuck Huff, Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

ROLL CALL

Mayor Searcy called the meeting to order at 7:00 p.m. All members of Council were present. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Searcy gave the invocation and Vice Mayor Norris led the public in the Pledge.

AWARDS AND RECOGNITION

Mayor Searcy presented a proclamation for Let's Move Palm Beach County Month. A representative from Digital Vibez accepted the proclamation and thanked Council for their support.

Mayor Searcy asked for a consensus to rearrange the agenda by hearing the Consent Agenda and hearing a Heritage Day update before the Public Hearing portion of the agenda.

Council came to consensus to re-arrange the agenda per Mayor Searcy's request.

APPROVAL OF MINUTES

The Minutes of the Regular Session held February 9, 2023 were approved as written.

STATEMENTS FROM THE PUBLIC

Cindy Seaberg & Gilbert Whetstone, 625 Southwind Circle, expressed how pickle ball was a very popular sport and that there was a need for pickle ball courts within the Village. Ms. Seaberg recommended Osborne Park as a place for pickle ball courts to be installed and submitted a petition of signatures from residents who wish to have pickle ball courts installed within the Village.

STATEMENTS FROM THE PUBLIC *continued*

Bill Rose, 36 Yacht Club Drive, thanked Council for denying the Robbins LLC appeal of the denial for the proposed 200 Yacht Club Drive project. Mr. Rose expressed concerns regarding the lawsuit filed by Robbins LLC and whether or not the Special Magistrate that will hear the case would be willing to hear and take into consideration the concerns of residents who are opposed to the project.

Tim Hullihan, 840 Country Club Drive discussed the marketing analysis that was included in the Village's Master Plan and the new market analysis. Mr. Hullihan stated that any developer that wants to build in the Village should reference the twenty (20) page appendix titled "Principals of Urban Planning". Mr. Hullihan stated that renderings in the Master Plan should also be referenced when there are proposed projects or developments.

Chris Ryder, 118 Dory Road South, expressed his concerns that Council has ignored his requests to review and comment on the zoning code changes that were made in the spring of 2020. Mr. Ryder, gave a synopsis of the zoning code changes.

Benjamin Schreier, 137 Cruiser Road South, distributed a handout of one of the diagrams in the rendering of the US Highway 1 repurposing proposal of four lanes and recommended that two bicycle lanes were more than necessary and also recommended less lighting and more green space. Mr. Schreier discussed the recent code changes with regards to single-family home setbacks. Mr. Schreier recommended a review and possible change to the setback requirements for homes that were located on the golf course and at Lakeside Park

CONSENT AGENDA APPROVED

Item 10 was removed from the Consent Agenda and placed on the Regular Agenda. Thereafter, the Consent agenda, as amended was approved unanimously. The following items were approved:

Resolution approving a Contract to All Florida Tree and Landscape, Inc. for Arboricultural Services at the North Palm Beach Country Club Golf Course at a total cost not to exceed $45,000; and authorizing execution of the Contract.

Resolution approving a $25,000 increase in the Blanket Purchase Order issued to GT Supplies, Inc. for a total amount of $50,000 for dumpster repairs.

Resolution appointing the Village's Representative and Alternate Representative to the Public Risk Management of Florida ("PRM") Board of Directors.

Resolution approving a Contract with Impact Sport Surfaces, Inc. for the resurfacing of the gymnasium floor at the Community Center at a total cost of $62,970; and authorizing execution of the Contract.

Resolution approving and ratifying a Memorandum of Understanding with the Palm Beach County Police Benevolent Association, Inc. to amend Article 15 of the Collective Bargaining Agreement pertaining to paid holidays; and authorizing the Village Manager to execute the Memorandum of Understanding.

Receive for file Minutes of the Environmental Committee meeting held 1/9/23.

Receive for file Minutes of the Recreation Advisory Board meeting held 1/10/23.

Receive for file Minutes of the Business Advisory Board meeting held 1/17/23.

Receive for file Minutes of the Library Advisory Board meeting held 1/24/23.

Heritage Day Update

Mayor Searcy asked Director of Leisure Services Zak Sherman to give an update on the upcoming Heritage Day festivities.

Mr. Sherman gave an update and timeline on the upcoming Heritage Day events and festivities that would be taking place on March 31st through Saturday, April 1st.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

A motion was made by Councilmember Mullinix and seconded by Councilmember Aubrey to adopt on first reading Ordinance 2023-05 entitled:

ORDINANCE 2023-05 COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE VILLAGE OF NORTH PALM BEACH COMPREHENSIVE PLAN TO FACILITATE REDEVELOPMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Councilmember Mullinix and seconded by Vice Mayor Norris to adopt on first reading Ordinance 2023-06 entitled:

ORDINANCE 2023-06 CODE AMENDMENT – C3 REGIONAL BUSINESS DISTRICT ZONING REGULATIONS

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE III, "DISTRICT REGULATIONS," OF APPENDIX C (CHAPTER 45) OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 45-34.1 TO REVISE THE ZONING REGULATIONS FOR THE C-3 REGIONAL BUSINESS DISTRICT TO FACILITATE REDEVELOPMENT AND PROVIDE FOR A NEW PLANNED UNIT DEVELOPMENT PROCEDURE; AMENDING SECTION 45-35.1, "PLANNED UNIT DEVELOPMENT," TO ALLOW FOR USE BY PROPERTIES WITHIN THE C-3 ZONING DISTRICT UNDER SPECIFIED CIRCUMSTANCES; AMENDING ARTICLE VII, "NONCONFORMING USES OF LAND AND STRUCTURES," BY AMENDING SECTION 45-65 TO REMOVE A REFERENCE TO THE C-3 ZONING DISTRICT; AMENDING ARTICLE VIII, "LANDSCAPING," BY AMENDING SECTIONS 45-90, "LANDSCAPE REQUIREMENTS FOR SITE PERIMETERS," AND SECTION 45-91, "LANDSCAPE REQUIREMENTS FOR BASE OF FOUNDATION," TO MODIFY THE REQUIREMENTS FOR THE C-3 ZONING DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Alex Ahrenholz, Principal Planner began a presentation to explain the purpose of the ordinances. Mr. Ahrenholz presented maps of the area and properties that would be affected by the proposed Twin Cities Mall project. Mr. Ahrenholz presented pictures and discussed the existing site conditions uses that were adjacent to the site. Mr. Ahrenholz discussed and explained the C-3 Zoning District of the Village's Zoning Map. Mr. Ahrenholz gave an overview of the site's history and a map that showed the developmental changes from past to present. Mr. Ahrenholz discussed and explained how the site had the opportunity to connect to surrounding neighborhoods and provide a pedestrian-oriented gathering place once again.

ORDINANCE 2023-05 COMPREHENSIVE PLAN AMENDMENT *continued*

ORDINANCE 2023-06 CODE AMENDMENT – C3 REGIONAL BUSINESS DISTRICT ZONING REGULATIONS *continued*

Mr. Ahrenholz gave a timeline and background of input and studies that had taken place from 2016 to present with regards to the proposed development of the site. Mr. Ahrenholz discussed and explained the 2016 Citizen's Master Plan, the Market Study, Treasure Coast Regional Planning Council Report, the Town of Lake Park's regulations, the comparison of floor area ratio and residential density between the Town of Lake Park and the Village. Mr. Ahrenholz continued by discussing the building area, allowable height in the Village, bookend height, height comparisons with other surrounding municipalities, a height analysis, regulating plan and frontages versus existing frontages. Mr. Ahrenholz continued by discussing the Comprehensive Plan, reviewing the history of the proposed project and the Planning Commission's approval with one (1) condition which was that language added to section 10.a.4 (threshold for use of these provisions) "The project provides additional public benefits in the form of enhanced landscaping, the creation of functional living, shopping and/or working environments, or innovative architectural design." Mr. Ahrenholz concluded the presentation by reviewing the schedule for steps that would be taken toward implementing the proposed project and stated that staff's analysis concluded that the regulations were consistent with the Citizen's Master Plan, Market Study, Comprehensive Plan as amended, Lake Park Regulations and the TCRPC Report. Planning Commission recommended a 6 to 0 approval of Village initiated amendments.

Mayor Searcy opened the public hearing on the Comprehensive Plan Amendment and the C-3 Regional Business District Zoning Regulations Amendment.

These residents addressed the Council with their concerns and suggestions for the proposed Twin Cities Mall Site project:

Mary Phillips, 525 Ebbtide Drive
Deborah Cross, 2560 Pepperwood Circle S
Bill Rose, 36 Yacht Club Drive
Tim Hullihan, 840 Country Club Drive
Chris Ryder, 118 Dory Road South
Ryan Nagel, 136 Cruiser Road South
Rita Budnyk, 804 Shore Drive
Diane Smith, 32 Yacht Club Drive
Lisa Jensen, 606 Shore Road

These residents gave their input and expressed their support of the proposed Twin Cities Mall Site project:

Susan Thomas, 716 Nighthawk Way
Benjamin Schreier, 137 Cruiser Road South

Mayor Searcy read nine (9) public comments that were submitted online through the Village website from the following residents who expressed concerns and/or opposition to the proposed Twin Cities Mall Site project:

Hank Haeseker, 808 Harbour Isles Place
Donald Grill, 840 U.S. Hwy 1, Suite 405
Carla Watson, 540 Inlet Road
Rene' Carr, 517 Quadrant Road
Amy Bierer, 532 Gulf Road
Kim Jones, 747 Tradewind Drive
Josh Murray, 1037 Country Club Drive
Noe X. Guerra, 420 U.S. Highway 1, Suite 23
Tom Twyford, 921 Laurel Road

ORDINANCE 2023-05 COMPREHENSIVE PLAN AMENDMENT *continued*

ORDINANCE 2023-06 CODE AMENDMENT – C3 REGIONAL BUSINESS DISTRICT ZONING REGULATIONS *continued*

Mayor Searcy read three (3) public comments that were submitted online through the Village website from the following residents who gave their input and expressed their support of the proposed Twin Cities Mall Site project:

Jesse Parrish, 744 Westwind Drive
Erik Cooper, 406 Oyster Road
Robert Rennebaum, 928 Shore Drive

Mayor Searcy read an email from Bill Spikowski, FAICP of Spikowski Planning Associates regarding his review and analysis of the language in the Comprehensive Plan Amendment and the C-3 Regional Business District Zoning Regulations Amendment.

There being no further comments from the public, Mayor Searcy closed the public hearing.

Councilmember Mullinix discussed and expressed his support of the proposed Twin Cities Mall Site project.

President Pro Tem Bickel stated that she was generally in support of the Twin Cities Mall Site project with concerns regarding density, height, floor area ratio, mezzanines, roof top amenities and motels or time share units. President Pro Tem Bickel stated that trees needed to be defined in the proposed project.

Vice Mayor Norris asked what height the developer had a right to.

Mr. Rubin explained that the developer would have to meet the minimum threshold criteria and would have the right to a fifty foot (50) height under the old regulations.

Discussion ensued between Mr. Rubin and Vice Mayor Norris regarding the developers' rights versus the rights of Council to approve or deny the proposed project.

Vice Mayor Norris discussed and explained his support of the Twin Cities Mall Site project and recommended special meetings and workshops so that residents can give their input on the proposed project. Vice Mayor Norris indicated that the code language on page 26 of 36, paragraph 6, should state "all other sidewalks" instead of all sidewalks when referencing sidewalks should be a minimum of 6 feet.

Councilmember Aubrey discussed and explained his support of the Twin Cities Mall Site project.

Mayor Searcy discussed and explained her support of the Twin Cities Mall Site project. Mayor Searcy discussed and explained the process by which the developer would need to go through in order to get the proposed project implemented. Mayor Searcy referred to the code language and stated that on page 6 of 36 a minimum of five shade trees should be added and 10 feet should state 10 square feet.

Discussion ensued between Mr. Rubin and Councilmembers regarding potential revisions to the code language that would relate to the proposed Twin Cities Mall Site project.

ORDINANCE 2023-05 COMPREHENSIVE PLAN AMENDMENT *continued*

ORDINANCE 2023-06 CODE AMENDMENT – C3 REGIONAL BUSINESS DISTRICT ZONING REGULATIONS *continued*

Thereafter, the motion to adopt on first reading Ordinance 2023-05 passed 4 to 1 with Mayor Searcy, Vice Mayor Norris, Councilmember Aubrey and Councilmember Mullinix voting aye and President Pro Tem Bickel voting nay.

Thereafter, the motion to adopt on first reading Ordinance 2023-06 passed 4 to 1 with Mayor Searcy, Vice Mayor Norris, Councilmember Aubrey and Councilmember Mullinix voting aye and President Pro Tem Bickel voting nay.

RESOLUTION 2023-20 – COMPREHENSIVE PAY PLAN AMENDMENT

A motion was made by President Pro Tem Bickel and seconded by Vice Mayor Norris to adopt Resolution 2023-20 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING THE COMPREHENSIVE PAY PLAN ADOPTED AS PART OF THE FISCAL YEAR 2023 BUDGET TO REVISE POSITIONS WITHIN THE POLICE DEPARTMENT, COMMUNITY DEVELOPMENT DEPARTMENT AND PARKS AND RECREATION DEPARTMENT, ADD NINE SEASONAL CAMP COUNSELORS IN THE PARKS AND RECREATION DEPARTMENT AND ADD A DEPUTY VILLAGE MANAGER POSITION IN THE VILLAGE MANAGER'S OFFICE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

President Pro Tem Bickel stated that she pulled the resolution from consent since it was an organizational change that should have discussion.

Mayor Searcy concurred and agreed that since the resolution would add a Deputy Village Manager position, it was a significant structural or organizational change to the Village.

A motion was made by Councilmember Mullinix to amend Resolution 2023-20 by removing the Deputy Village Manager position. Mayor Searcy passed the gavel to Vice Mayor Norris and seconded the motion.

Discussion ensued between Councilmembers regarding when and if they would have any input or could make decisions regarding the Deputy Village Manager position.

Councilmember Mullinix and Mayor Searcy rescinded their motions to amend Resolution 2023-20.

Thereafter, the original motion to adopt Resolution 2023-20 as written passed unanimously.

Mayor Searcy announced that Item Number 5, Public Hearing and Second Reading of Ordinance 2023-04 – Code Amendment – Noise Control had been pulled from the agenda and would not be heard.

RESOLUTION 2023-22 – VILLAGE BOARDS AND COMMITTEES REAPPOINTMENTS

A motion was made by President Pro Tem Bickel and seconded by Councilmember Aubrey to adopt Resolution 2023-22 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REAPPOINTING MEMBERS TO THE BUSINESS ADVISORY BOARD, ENVIRONMENTAL COMMITTEE, GENERAL EMPLOYEES PENSION BOARD, GOLF ADVISORY BOARD, INFRASTRUCTURE SURTAX COMMITTEE, LIBRARY ADVISORY BOARD, PLANNING COMMISSION, RECREATION ADVISORY BOARD; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Jessica Green explained that there were thirty-five (35) board and committee members whose terms were expiring on April 30, 2023. These board and committee members were notified by the Village Clerk's office and asked to complete and submit an updated Advisory Board Application if they wanted to be considered for re-appointment. The notification advised that if an updated application was not submitted by the deadline provided, re-appointment to the board would not be considered.

The results of the notification were as follows:

- 27 members requested re-appointment and submitted completed applications, 1 of those members was found to be ineligible for re-appointment.
- 3 members declined re-appointment
- 5 members did not respond

Councilmember Mullinix expressed his concerns that some of the members who had served on boards for many years and made many contributions decided not to renew or be considered for reappointment and hoped that it was not due to their perception of the newly updated reappointment process. Councilmember Mullinix recommended that one person should not serve on more than one board because there were many residents that have expressed interest in serving on a board or committee.

Discussion ensued between Mr. Huff and Councilmembers regarding the boards or committees that have an overlap of membership.

Mayor Searcy discussed and explained her concerns with the Village's Advisory Board and Committee appointment and reappointment process.

Discussion continued between Councilmembers regarding the Village's Advisory Board and Committee appointment and reappointment process.

Thereafter, the motion to adopt Resolution 2023-22 passed unanimously.

The names of those reappointed to Village Boards and Committees were entered into Resolution 2023-22 as follows:

Business Advisory Board: Veronica Frehm, Ronald Lantz and David Talley.

Environmental Committee: Ellen Allen, Mary Phillips and Shawn Woods.

General Employees Pension Board: Alan Kral

Golf Advisory Board: Sandra Felis, Steve Mathison, Richard Pizzolato, Landon Wells and Curtis Witters.

Infrastructure Surtax Committee: Cathy Graham, Karen Marcus, Mary Phillips and Patricia Sullivan.

Library Advisory Board: Brad Avakian, Christine DelGuzzi, Bonnie Jenkins and Phyllis Wissner.

Planning Commission: Cory Cross, Kathryn Dewitt, Jonathan Haigh, Scott Hicks and Donald Solodar.

Recreation Board: Mia St. John

RESOLUTION 2023-23 – FEE CONTRACT FOR LABOR SERVICES

A motion was made by Councilmember Mullinix and seconded by President Pro Tem Bickel to adopt Resolution 2023-23 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A FEE CONTRACT WITH THE LAW FIRM OF GOREN, CHEROF, DOODY & EZROL, P.A. FOR LABOR SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that Mr. Jim Cherof who has performed collective bargaining services on behalf of the Village since 1997 requested approval of a new Attorney-Client Fee Contract at a rate of $250 per hour. The current hourly rate was $150 per hour and had not been increased since 2003.

Discussion ensued between Mr. Rubin and Councilmembers regarding the new hourly rate requested by Mr. Cherof.

Thereafter, the motion to adopt Resolution 2023-23 passed unanimously.

RESOLUTION 2023-24 – POND BANK REPAIR AND STABILIZATION CONTRACT

A motion was made by Vice Mayor Norris and seconded by Councilmember Mullinix to adopt Resolution 2023-24 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM BRIGHTVIEW GOLF MAINTENANCE, INC. FOR POND BANK REPAIR AND STABILIZATION AT THE NORTH PALM BEACH COUNTRY CLUB GOLF COURSE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; WAIVING THE VILLAGE'S PURCHASING POLICIES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

Head Golf Professional Allan Bowman explained that the proposed contract with BrightView Golf Maintenance, Inc. was for 1000 linear feet of pond bank repair and stabilization between Hole 9 and Hole 18.

Thereafter, the motion to adopt Resolution 2023-24 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

Mayor Searcy stated that the Environmental Committee was requesting a permit for tree removal from swales. The committee was concerned about safety and having the proper contractors doing the removal.

Discussion ensued between Mr. Huff and Councilmembers regarding trees in swales and if permits were necessary for removal.

President Pro Tem Bickel recommended a swale beautification plan.

Mayor Searcy requested that the loose board under the dais be fixed.

Mayor Searcy asked if the Consent portion of the Council Meeting agendas could be moved up to earlier in the meeting.

Mr. Rubin stated that the Council agenda order was written into the Village Code and that is was unusual for the order of the agenda to be written into a municipalities' code. Most municipalities do not have their meeting agendas dictated by their Code of Ordinances.

Council came to consensus to have the order of the Council meeting agenda removed from the Village Code of Ordinances.

Councilmember Mullinix recommended that annexation be brought back for review and consideration.

Discussion ensued between Mr. Huff, Mr. Rubin and Councilmembers regarding possibilities for annexation.

Councilmember Mullinix recommended writing and implementing a code regarding contractors parking at work sites.

President Pro Tem Bickel recommended having a Code Enforcement Officer to work on the weekends.

Mr. Huff gave an update on the loss and the hiring of new Code Enforcement Officers.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff reminded Council that there was a Special Council Meeting scheduled for the next week on March 16th.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 9:36 p.m.

Jessica Green, MMC, Village Clerk

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: April 13, 2023

SUBJECT: **ORDINANCE 1st Reading** – Ordinance repealing Section 2-26 of the Village Code establishing the Village Council Order of Business

---

At its March 9, 2023 meeting, the Village Council indicated that it wished to have more flexibility when determining the order and content of its agenda. Currently, Section 2-26 of the Village Code mandates the order of business on the Village Council agenda, only allowing variation "by unanimous consent of the councilmen present."

In order to give the Village Council the greatest flexibility to reorder and otherwise modify the sequence of its agenda, this office has prepared the attached Ordinance repealing Section 2-26 of the Village Code in its entirety. Mandating the order of the Council agenda by Ordinance is not a customary practice. If the Council wishes to adopt a document establishing the agenda sequence, it may do so by Resolution and specifically allow variations by consensus of the Council.

There is no fiscal impact, and the attached Ordinance has been reviewed by legal sufficiency.

Recommendation:

Village Staff requests Council consideration and approval on first reading of the attached Ordinance repealing Section 2-26 of the Village Code to allow the Council to establish and vary the order of business at Council meetings.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE II, "COUNCIL," OF CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES BY REPEALING SECTION 2-26, "ORDER OF BUSINESS;" PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-26 of the Village Code of Ordinances currently prescribes the order of the agenda for Village Council meetings, only allowing such order to be varied "by unanimous consent of the councilmen present;" and

WHEREAS, the Village Council wishes to repeal Section 2-26 in its entirety to afford the Village Council flexibility to reorder or otherwise modify the sequence of the agenda; and

WHEREAS, the Village Council determines that the adoption of this Ordinance is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

Section 2. The Village Council hereby amends Article II, "Council," of Chapter 2, "Administration," of the Village Code of Ordinances to repeal Section 2-26 in its entirety (deleted language ~~stricken through~~):

~~**Sec. 2-26. Order of business.**~~

~~The following order shall be observed in the transaction of business, but such order may be varied by unanimous consent of the councilmen present:~~

~~(1) Roll call;~~

~~(2) Invocation;~~

~~(3) Pledge of allegiance;~~

~~(4) Awards and recognition;~~

~~(5) Approval of minutes;~~

~~(6) Council business matters:~~

~~a. Statements from the public, petitions and communications;~~
~~b. Declaration of ex parte communications;~~
~~c. Public hearings and quasi-judicial matters;~~

~~d. Consent agenda;~~
~~e. Other village business matters;~~
~~f. Council and administration matters;~~

~~1. Mayor and council matters/reports;~~
~~2. Village manager matters/reports;~~

~~(7) Reports (special committees and advisory boards);~~

~~(8) Adjournment.~~

Section 3. The provisions of this Ordinance shall become and be made a part of the Code of the Village of North Palm Beach.

Section 4. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 5. All Ordinances or parts of Ordinances or resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall take effect immediately upon adoption.

PLACED ON FIRST READING THIS _____ DAY OF _____, 2023.

PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH
COUNTRY CLUB – GOLF OPERATIONS

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Beth Davis, Country Club General Manager
Allan Bowman, Head Golf Professional

DATE: April 13, 2023

SUBJECT: **ORDINANCE – 2nd Reading – Country Club Budget Amendment for additional Capital Projects at the Golf Course**

Village Staff is requesting Council consideration and adoption of an Ordinance amending the Country Club Budget to provide funding for additional capital projects at the Country Club Golf Course.

Background / Project Scope:

Pond Bank Stabilization is a continuation of protecting the ponds from erosion caused by heavy rains and wind due to the sandy soil. Capital project monies would be expended for the following:

- Hole # 13 greenside drainage and re-grading/sodding of the area
  - addressing an elevation drainage issue that will allow for better playing conditions on the golf course
- Hole # 14 addition new tee (white tee)
  - addition of a tee that has been requested from the Golf Advisory Board and has been approved with the Nicklaus Design Group
- Hole # 5 addition of tee and # 7 plus enlargement of an existing tee
  - addresses wear and tear issues that occur due to increased rounds of golf
- Lesson Tee enlargement (location back of the driving range)
- Pond Bank Stabilization project for pond located between Holes # 10 and # 15

The above items would include stripping turf, importing a higher-grade soil, prepping and installing sod. These projects are estimated at $185,000, with an additional $15,000 for any contingency.

Golf Revenues:

Golf Fee Revenues have far surpassed both our target budget and the prior year's numbers during the first 5 months of the current fiscal year. Some small tweaks to the revenue stream have resulted in much larger gains than anticipated.

	FYE 2021	FYE 2022	FYE 2023		Budget	Prior Yr.
	Actual	**Actual**	**Actual**	**Budget**	**Variance**	**Variance**
October	$131,928.26	$220,822.39	$267,996.18	$214,198.77	$53,797.41	$47,173.79
November	$205,758.40	$263,467.45	$293,444.56	$255,564.69	$37,879.87	$29,977.11
December	$289,857.95	$325,424.05	$365,342.89	$315,662.88	$49,680.01	$39,918.84
January	$357,207.30	$394,863.01	$522,388.52	$383,019.01	$139,369.51	$127,525.51
February	$335,279.43	$438,243.64	$465,000.00	$425,098.42	$51,487.73	$ 38,342.51
Total	$1,320,031.34	$1,642,820.54	$1,925,758.30	$1,593,543.77	$332,214.53	$282,937.76

Golf Rounds:
Golf Rounds are up significantly at North Palm Beach since the last renovation (2018) and the construction of the new clubhouse. While this is positive for the course, it also creates some challenges with compaction as we have a limited amount of turf. Our existing tee size on Holes # 5 and # 7 cannot handle the increased volume of rounds – play is up approximately 27% since the course re-opened. (poor turf conditions result from the compaction and lack off tee space). The instruction driving range tee expansion and improvement also allows for the Club's continued growth in teaching and promoting the game of golf to our residents and customers.

Rounds played averaged:

FYE 2010 – 2015 = 44,150
FYE 2016 – 2019 = 40,100
FYE 2020 = 47,338
FYE 2021 = 54,381
FYE 2022 = 56,810
FYE 2023 = + 1084 rounds from 2022

Nicklaus/Vendor Support:
All of the design enhancements have been addressed and approved with Chris Cochran of the Nicklaus Design Group. He has worked closely with the golf course superintendents and head golf professional to adjust the areas that are needed for our continual growth and improvement.

The Contract with BrightView to complete the work will be placed on the same agenda as the second reading of the Budget Amendment Ordinance. It is imperative that BrightView (approved by the Nicklaus Design Team) complete the work as they will be responsible for the daily maintenance of project upon completion. Additionally, the company has shown with their past projects to have superior knowledge and experience and most importantly will allow us to maintain the status of a Nicklaus Signature Designed Golf Course.

Budget Amendment:

Fund	Account	Description	Use	Source
Country Club	L2100-05230	Golf Fees		$200,000
Country Club	L8045-66210	Construction & Major Renovation	$200,000	
Total			**$200,000**	**$200,000**

At its March 16, 2023 meeting, the Village Council adopted the Ordinance on first reading without modification.

The attached Ordinance has been prepared and reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff recommends Council consideration and adoption on second and final reading of the attached Ordinance authorizing the Mayor and Village Clerk to execute the required budget amendment to fund the golf capital projects in accordance with Village policies and procedures.

ORDINANCE NO. 2023-____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE ADOPTED COUNTRY CLUB BUDGET FOR FISCAL YEAR 2023 TO UTILIZE $200,000 IN FEE REVENUES TO FUND CAPITAL PROJECTS AT THE NORTH PALM BEACH COUNTRY CLUB GOLF COURSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff has identified a number of capital projects to be completed at the Country Club Golf Course due to a substantial increase in the number of rounds at the course; and

WHEREAS, because the Golf Operations revenues have exceeded the amount anticipated and budgeted, Village Staff is requesting a budget amendment to transfer monies from the Golf Fees Account to the Golf Construction and Major Renovation Account; and

WHEREAS, because this amendment increases the total amount of the budget, this transfer must be accomplished by ordinance as required by Section 166.241, Florida Statutes; and

WHEREAS, the Village Council determines that the adoption of this budget amendment is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are hereby ratified as true and correct and incorporated herein.

Section 2. The Village Council hereby amends the adopted Village of North Palm Beach Country Club budget for Fiscal Year 2023 as follows:

Budget Amendment:

Fund	Account	Description	Use	Source
Country Club	L2100-05230	Golf Fees		$200,000
Country Club	L8045-66210	Construction & Major Renovation	$200,000	
Total			**$200,000**	**$200,000**

Section 3. The Mayor and Village Clerk are hereby authorized and directed to execute the budget amendment for and on behalf of the Village of North Palm Beach.

Section 4. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 5. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be effective immediately upon adoption.

PLACED ON FIRST READING THIS _____ DAY OF _____, 2023.

PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Keith Davis, Fleet Manager

DATE: April 13, 2023

SUBJECT: **RESOLUTION – Approval to increase the FY 2023 Blanket Purchase Order issued to Tire Soles of Broward, Inc. to $50,000**

Village Staff is recommending Village Council consideration and approval of the attached Resolution increasing the FY 2023 blanket purchase order issued to Tire Soles of Broward, Inc. to $50,000.

The Village uses Tire Soles of Broward, Inc. to purchase tires for Village vehicles. The Village has spent $25,000.00 with this vendor for the current fiscal year, and anticipates additional tires will be needed prior to the end of Fiscal Year 2023. These tires are critical to ensuring that the Police Department, Fire Rescue Department and Solid Waste Department can continue providing uninterrupted services to the residents of the Village of North Palm Beach.

In accordance with the Village's purchasing policy, Village Council approval is required for a purchase order when the aggregate fiscal year spending to a single vendor exceeds $25,000:

> "Blanket purchase orders in excess of $25,000 shall be approved by the Village Council, provided, however, that blanket purchase orders in excess of $25,000 and up to $50,000 shall be placed on the Consent Agenda."

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
General	Public Works/ Fleet	A5522-35221	Tires & Tubes	$50,000

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution increasing the FY 2023 blanket purchase order issued to Tire Soles of Broward, Inc. to $50,000, with funds expended from Account No. A5522-35221 (Fleet – Tires & Tubes), in accordance with Village policies and procedures.

RESOLUTION 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER FOR THE PUBLIC WORKS DEPARTMENT WITH TIRE SOLES OF BROWARD, INC. IN THE TOTAL AMOUNT OF $50,000 FOR THE PURCHASE OF TIRES FOR VILLAGE VEHICLES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year; and

WHEREAS, the Village issued a blanket purchase order to Tire Soles of Broward, Inc. in the amount of $25,000 for the purchase of tires for Village vehicles; and

WHEREAS, Village Staff estimates that an additional $25,000 will be required for the current fiscal year, and the Village's purchasing policies and procedures require that blanket purchase orders in excess of $25,000 and up to $50,000 be placed on the Village Council consent agenda for approval; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a $25,000 increase in the blanket purchase order issued to Tire Soles of Broward, Inc. for a total amount of $50,000 for Fiscal Year 2023, with funds expended from Account No. A5522-35221 (Public Works/Fleet – Tires & Tubes).

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS ____DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Chad Girard, Public Works Director
James Anthony, Facilities Manager

DATE: April 13, 2023

SUBJECT: **RESOLUTION – Accepting a proposal from Eaton Corporation to replace the emergency Uninterrupted Power System (UPS) in the Public Safety Building at a cost of $49,449.15 and authorizing execution of a Contract.**

Village Staff is requesting Council consideration and approval of the attached Resolution accepting the proposal from Eaton Corporation for the installation of a replacement emergency Uninterrupted Power Supply in the Public Safety building and authorizing the execution of a Contract.

Background:
This installation is imperative to ensure power to the Public Safety building during power outages. This system maintains communication and other services as a bridge until back up power can come on-line. It has been several years since the existing system was last operational. This upgrade is long overdue and will better compliment the new emergency generator we are currently working to obtain. Together these pieces will provide a robust safety net during hurricanes and other possible natural disasters.

Purchasing:
This purchase is pursuant to pricing established in an existing General Services Administration Contract GS-06F-0023R Effective Feb 22,2023 until Dec 7, 2024 Disaster Purchasing Program.

Funding:
This purchase can be funded using the American Rescue Plan Act funds.

Account Information:

Fund	Department	Account Number	Account Description	Amount
American Rescue Plan Act (ARPA)	ARPA Expense	Q5541-66490	Machinery & Equipment	$49,449.15

The attached Resolution and Contract have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village staff recommends Council consideration and approval of a proposal from Eaton Corporation for an Uninterrupted Power System (UPS) for the Public Safety Building utilizing pricing established in an existing General Services Administration Contract at a total cost not to exceed $49,449.15, with funds expended from Account No. Q5541-66490 (ARPA Expense – Machinery & Equipment), and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.

RESOLUTION 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM EATON CORPORATION TO REPLACE THE EMERGENCY UNINTERRUPTED POWER SYSTEM AT THE PUBLIC SAFETY BUILDING UTILIZING PRICING ESTABLISHED IN AN EXISTING GENERAL SERVICES ADMINISTRATION CONTRACT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village seeks to replace the emergency Uninterrupted Power Supply in the Public Safety Building; and

WHEREAS, Village Staff solicited a proposal from Eaton Corporation utilizing pricing established in an existing General Services Administration (GSA) Disaster Purchasing Contract (Contract No. GS-06F-0023R); and

WHEREAS, the Village's purchasing policies and procedures specifically authorize purchases utilizing GSA Contracts; and

WHEREAS, the Village Council determines that adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby accepts a proposal from Eaton Corporation for the replacement of the emergency Uninterrupted Power Supply in the Public Safety Building utilizing pricing established in an existing GSA Disaster Purchasing Contract at a total cost of $49,449.15, with funds expended from Account No. Q5541-66490 (ARPA Expense – Machinery and Equipment), and authorizes the Mayor and Village Clerk to execute the Contract, a copy of which is attached hereto and incorporated herein.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2023, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and EATON CORPORATION, 1000 Eaton Boulevard, Cleveland, Ohio 44122, a foreign corporation authorized to do business in the State of Florida (hereinafter "CONTRACTOR"), whose F.E.I. Number is 34-0196300.

RECITALS

WHEREAS, the VILLAGE solicited a proposal from CONTRACTOR to furnish and install an emergency Uninterrupted Power Supply in the Public Safety Building; and

WHEREAS, CONTRACTOR provided a proposal utilizing pricing established in an existing General Services Administration Contract (Contract No. GS-06F-0023R) Disaster Purchasing Program and has agreed to perform the work in accordance with the terms and conditions of this Contract.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals.

The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. CONTRACTOR's Services and Time of Completion.

A. Contractor shall perform the Work in accordance with its Quote dated March 16, 2023, a copy of which is attached hereto and incorporated herein by reference.

B. This Contract shall remain in effect until such time as the Work is completed, inspected and accepted by the VILLAGE, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.

C. The total cost of the Work shall not exceed **Forty-Nine Thousand Four Hundred and Forty-Nine Dollars and Fifteen Cents ($49,449.15).**

D. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **one hundred and eighty (180) calendar days**.

3. Compensation to CONTRACTOR.

Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(C) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will

normally be paid within thirty (30) days following the VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

4. Insurance.

During the term of this Contract, CONTRACTOR shall maintain the following minimum insurance coverages and provide certificates evidencing such coverage to the Village (all insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida):

A. CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $1,000,000 per occurrence to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract.

B. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.

C. CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

D. All insurance, other than Worker's Compensation, Automobile and Professional Liability Insurance, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

5. Indemnification.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or

omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

6. Compliance with all Laws, Regulations and Ordinances.

In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code. The Order resulting from this Contract is placed under GSA Schedule number GS-06F-0023R under the authority of the GSA Disaster Purchasing program. The products and services will be used in preparation or response to disasters or recovery from major disaster declared by the President, or recovery from terrorism or nuclear, biological, chemical or radiological attack.

7. Warranty/Guaranty.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense. The CONTRACTOR shall provide the VILLAGE with copies of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties, if any.

8. Access/Audits.

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

9. Protection of Work and Property.

A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, CONTRACTOR shall provide any necessary materials to maintain such protection.

B. Until acceptance of the Work by the VILLAGE, the VILLAGE's property shall be under the

charge and care of CONTRACTOR and CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and CONTRACTOR shall repair, restore and make good, without additional Work occasioned by any of the above causes before its completion and acceptance.

C. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

10. Miscellaneous Provisions.

A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

B. CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.

C. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **The parties knowingly, voluntarily and intentionally waiver any right they may have to trial by jury** with respect to any litigation arising out of this Contract.

D. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

E. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

F. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.

G. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination. In the event of an express conflict between this Contract and CONTRACTOR's Estimate, the terms of this Contract shall control.

H. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

I. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

(1) Keep and maintain public records required by the VILLAGE to perform the service.

(2) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.

(4) Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public

records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

J. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

IMPACT SPORTS SURFACES, INC.

By: _____

Print Name:_____

Position:_____

VILLAGE OF NORTH PALM BEACH

By: _____
DAVID NORRIS
MAYOR

ATTEST:

BY:_____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY

Powering Business Worldwide	**Proposal #:** **POBU-22-P-146 MCS Rev C** **Proposal Type:** Firm Fixed Pricing (FFP) **Quote Date** March 16, 2023 **Quote Expires** April 15, 2023	**Eaton Corporation** **Project Operations - Mission Critical** 8609 Six Forks Rd Raleigh, NC 27615 (Ph) (630) 306-5480 / (Fx) (919) 870-3191

TO:

Michael Applegate
(561) 841-3356
mapplegate@village-npb.org
560 US Hwy 1, North Palm Beach, FL

Reference: **Village of North Palm Beach-PD**

Sales Point of Contact:
Jim Boyanchek
Government Sales Engineer
Ph: (630) 306-5480
email: JamesDBoyanchek@eaton.com

Order Support:
Please submit purchase orders to the following:
email: EESSProjectOrders@eaton.com
email: JamesDBoyanchek@eaton.com

Proposal is based on terms and conditions of
Previously Agreed (See Notes)
Fed Tax ID: 34-0196300
DUNS: 038006110
CCR CAGE - 31795

Eaton Corporation is pleased to offer this proposal for your consideration on the subject project. Eaton's Electrical Sector is a global leader in power distribution, power quality, control and automation, and monitoring products. When combined with Eaton's full-scale engineering services, these products provide customer-driven PowerChain™ solutions to serve the power system needs of the data center, industrial, institutional, public sector, utility, commercial, residential, IT, mission critical, alternative energy and OEM markets worldwide. PowerChain solutions help enterprises achieve sustainable and competitive advantages through proactive management of the power system as a strategic, integrated asset throughout its life cycle, resulting in enhanced safety, greater reliability and energy efficiency. For more information, visit www.eaton.com/electrical.

Located in Raleigh, NC, Eaton Corporation's Project Operations Business Unit (POBU) within the Electrical Services & Systems (EESS) division is responsible for submitting this proposal. Eaton's POBU offers unique solutions for the power protection marketplace through our design/build services, which can encompass an entire power system or a single integration or upgrade. Our in-house design, project engineering, and program management staff, coupled with our equipment supplier, OEM, and installation contractor relationships, enables us to assemble a proficient team to quickly assess and implement power protection needs.

Bid Qualification:
The price set forth in Seller's quotation is based upon costs associated with copper and other electrical-grade raw materials that were in effect on date of Seller's quotation. If the costs of such electrical-grade raw materials should increase at time of order placement, then the parties will negotiate in good faith an adjustment of the prices to an appropriate level.

Restriction on Disclosure and Use of Data:
This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages that carry the legend of FAR 52.215-1(e).

Powering Business Worldwide	**Proposal #:** **POBU-22-P-146 MCS Rev C** **Proposal Type:** Firm Fixed Pricing (FFP) **Quote Date** March 16, 2023 **Quote Expires** April 15, 2023	**Eaton Corporation** **Project Operations - Mission Critical** 8609 Six Forks Rd Raleigh, NC 27615 (Ph) (630) 306-5480 / (Fx) (919) 870-3191

Reference: Village of North Palm Beach-PD

Qty	Description	Unit List Price	Multiplier	Unit Price	Extended Price	Totals
1	Cabinet - Isolation Transformer 480/208					
1	Upgrade to 7x24 S/U					
1	1st yr flex plan, 7x24 coverage, parts and labor					
1	Battery Labor Adder (Internals)					
1	EMP					
1	Certified Test Data					
1	Freight to FL					
1	Lift Gate					
1	FOB Destination					
1	Web Card					
1	Electrical Installation Materials					
					Open Market Total	**$11,277.10**
8	Project Manager Labor			$ 273.65	$2,189.20	
4	Project Engineer Labor			$ 228.51	$914.04	
24	Foreman Labor			$ 138.69	$3,328.56	
86	Electrician Labor			$ 130.98	$11,264.28	
					SIN 561210FAC Total	**$17,696.08**
1	9355-30 with Internal Batteries				$20,475.97	
					SIN ANCILLARY Total	**$20,475.97**
					Subtotal	**$49,449.15**

General Notes

FOB Destination (within 48 states)

Lead Time Equip. 24 - 26 Weeks (ARO)

Base Bid **$49,449.15**

Grand Total **$49,449.15**

Notes

1) Taxes are not included.
2) Shipping is included to North Palm Beach, FL
3) Seller shall not be responsible for any failure to perform, or any delay in performance of, its obligations resulting from the COVID-19 pandemic or any future pandemic, and Buyer shall not be entitled to any damages resulting thereof.
4) The proposed leadtime and schedule are estimates, based on the manufacturer's latest posted lead times. Please note, the evolving impact of world events is changing daily and may impact these dates. Actual leadtime will be calculated at the time of order entry.
5) No schedule time or project expense has been included for any persons involved with this project to undergo quarantine, pertaining to COVID-19. If any form of quarantine is required, on site or otherwise, then additional pricing will be required, and changes to the schedule may occur.
6) This proposal includes full turnkey installation of the proposed material. A project manager and project engineer have been included for project execution support. A full set of drawings is not included.
7) Pricing and Terms and Conditions per Eaton's GSA Schedule, GS-06F-0023R, effective February 22, 2023 until December 7, 2024.
8) Site drawings not provided.
9) Site to receive and store equipment in a climate controlled environment prior to installation.
10) A 3.5% processing fee for credit card purchases will also apply and is not included in the proposed amount.
11) Site to procure via GSA contract under the Disaster Purchasing Program. As such, contract must include language as outlined by GSA for Disaster Purchasing.

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL

Authorized FSS Catalog/Price List
Updated February 22, 2023

EATON CORPORATION

Contract No. GS-06F-0023R
Authorized Special Item Number (SINs):
ANCILLARY, 561210FAC, 3361E

Multiple Award Schedule (MAS)

Facilities Maintenance and Management

GENERAL SERVICES ADMINISTRATION
Federal Acquisition Service
Authorized Federal Supply Schedule Catalog/Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA** *Advantage!*, a menu-driven database system. The internet address for **GSA** *Advantage!* is **http://www.GSAAdvantage.gov**

Multiple Award Schedule (MAS)

Contract Number: GS-06F-0023R

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at: www.gsa.gov

Contract Period: December 8, 2004 through December 7, 2024

Contractor:
Eaton Corporation
8609 Six Forks Rd
Raleigh, NC 27615-2966
www.eaton.com

Points of Contact:

Marissa Pilcher
GSA Program Manager
Tel: (919) 798-9650
Email: MarissaDPilcher@eaton.com

Carol Stovall
Government Contracts Manager
Tel: (508) 216-6253
CarolStovall@eaton.com

Jim Dankowski
Federal Government Marketing Director
Tel: (410) 540-5021
Email: JimEDankowski@eaton.com

Contractor's Administration Source: Carol Stovall (same as above)

Business Size: Large

Customer Information:

1a. Table of Awarded Special Item Numbers (SINs):

SIN	DESCRIPTION
ANCILLARY	Ancillary Supplies & Services, relating to Facilities Maintenance
561210FAC	Electrical & Utility Services limited to Facility Maintenance
3361E	Electric and Autonomous Vehicles and Accessories - Includes electric and autonomous vehicles and accessories

1b. Lowest Priced Model Number and Price for Each SIN:
Not applicable to services

1c. Hourly Rates: (Services Only)
See price lists starting on page 23

Labor Category Descriptions

UPS Customer Service Engineer (CSE)

This position will be responsible for servicing electrical (high voltage environment up to 480VAC and 700 VDC) Uninterruptible Power Supply (UPS) systems, batteries and electronic based products at the customer site. Performs emergency and preventative maintenance and installation on a 24/7 on-call basis with regional responsibility. Responsible for performing on-site or in-house servicing, and repair and/or installation of company products to include uninterruptible power supplies and batteries. Provides technical support to customers on operational or maintenance aspects of system equipment. Serves as customer contact on technical and service-related matters.

In-Shop Technician

This position will be responsible for performing quality assembly and testing of the complete scope of products serviced by the center of excellence. Assemble electrical products of all levels including motor controls, circuit breakers, etc. This includes all sub-assemblies to the component level and large-scale units.

Field Service Technician

Provide field service engineering and technical assistance to customers in areas of installation, testing, startup, maintenance, repair, training and modification of electrical power distribution equipment; knowledge of electrical test and diagnostic equipment; deliver technical solutions to customers; performs less conventional complex engineering assignments that may involve equipment or product design, testing of materials, process studies, or research investigations. Skilled proficiencies in basic test equipment operation and troubleshooting techniques.

Field Service Specialist

Provide field service engineering and technical assistance to customers in areas of installation, startup, maintenance, and repair, training, and modification of electrical power distribution equipment; self-manage assigned projects for electrical equipment; provide technical solutions to customers; perform less conventional complex engineering assignments that may involve equipment or product design, testing of materials, process studies, or research investigations. Design and implement medium and high voltage power protection solutions; prepares detailed cost estimates for turnkey project implementation as well as on-site subcontractor direction and management; thorough knowledge of UL, NEMA, and NEC standards; provides value-engineering capabilities to customers. Able to respond to emergency situations with minimal notification.

Power Automation Specialist (PSA)

Provide on-site implementation of power management and mission critical monitoring and control systems including Power Xpert, Foreseer, PowerNet, and next generation power monitoring platforms. Provide applied engineering and consultation in the areas of system integration, installation, start-up, maintenance, repair, training and modification of power management, control, and mission critical systems. Duties include: programming of PLC control systems (Power Control, Generator Control, and SCADA), Commissioning, HMI (Human Machine Interface) software and power monitoring software packages.

Power System Engineer

Provide applied engineering and technical consultation for customers in the areas of power systems studies, design, installation, startup, maintenance, repair and training. Interpret specs and customer inquiries and design technical proposals and pricing for customers provide technical solutions to customers that may involve equipment design or upgrades, testing of equipment, solutions relating to increase safety, reliability, or efficiency.
Handles large studies and projects unassisted- Short-Circuit, LV/MV Coordination, Arc Flash, Power Quality Measurements, Harmonic Analysis, Protection and Control Advanced

Special Consultant/Forensic Analysis

Provide applied engineering and technical consultation for customers in the areas of power systems studies, design, installation, startup, maintenance, repair and training. Interpret specs and customer inquiries and design technical proposals and pricing for customers Provide technical solutions to customers that may involve equipment design or upgrades, testing of equipment, solutions relating to increase safety, reliability, or efficiency. Leads other engineers on major projects requiring multiple specialties.

Project Manager

The primary function is to design and implement low/medium/high voltage power systems and protection solutions for customers. Prepares integration design and detailed cost estimates for turnkey project implementation as well as actual on-site subcontractor direction and management during implementation. Directs trades and provides technical direction on site during implementation. This position is directly responsible for cost targets and schedule adherence. Leads modernization projects related to electrical power generation, transmission and distribution industry with specific focus on power systems. Possesses knowledge of industrial and utility power distribution equipment, power system engineering, substation design, & construction safety.

Construction Manager

Provide project cost tracking, ongoing cost estimate validation, project schedule development/maintenance, creation of purchase requisitions, material and equipment tracking, subcontractor/vendor requests for pricing, submittal generation/ oversight, document control, warranty, and application support. Ability to issue and work per construction schedule using MS project or Primavera. Ability to implement QA/QC, document control, construction safety programs.

Safety Specialist

Implements and manages construction safety program per customer specification and all applicable codes and standards as well as Eaton's safety standards. Maintains jobsite safety and field document control. Technical experience in electrical / civil construction techniques. Able to break down project scope and project drawings.

Quality Specialist

Responsible for managing field operations either independently or under the direction of a more senior construction manager. Able to implement QA/QC management per customer specification and all applicable codes and standards as well as Eaton's standards. Maintain QA/QC management and field document control. Technical experience in electrical / civil construction techniques.

Design Engineer

Prepare all necessary electrical drawings and front-end design including the application of more complex drafting principles (CAD) and related technical knowledge. Prepare complex layouts, circuit diagrams, sketches and drawings relating to new and modified equipment specifications, as well as from customer engineering interpretation to the general order (CAD). Analyze and interpret customer inquiries relating to assemblies, during the engineering and manufacturing phases. Develop special layout and sketches for engineering tests to determine the acceptance applications, operating characteristics, or performance of components of assemblies. Prepare necessary information to ensure efficient and timely material procurement, manufacturing testing, and installation of assemblies. develop specifications, reports, and other related written documents as required.

Scheduler

Provide schedules and organize field service manpower for customer jobs. Organize/obtain necessary materials and proper test equipment based on job requirements.

CAD Technician

Performs a wide variety of AutoCAD functions and technical tasks involving the application of systems and development of solutions in support of the customer. Responsibilities include: manage and revise drawing packages throughout the life of the project. Create, develop and maintain equipment and attribute blocks to support efficient CAD drafting. Draft schematics and point-to-point wiring diagrams. Draft renovation solutions including multiple trades (e.g., electrical, mechanical, plumbing) Provide 3-Dimensional drafting support for packaged solutions and as required to support project designs. Review equipment layouts to ensure compliance with NEC and NFPA requirements. Develop cable & control wire schedules.

Excitation specialist

Experienced in hydro and excitation control applications with the ability to provide/support system design solutions. Interprets and manages equipment specifications and prepares specification responses. Provide general technical assistance with system design. Create a bill of materials for a project proposal.

Foreman

A foreman supervisor is responsible for providing manager guidance and direction to electricians and apprentices. Responsible for all tools and materials required for assigned tasks and installation as crew lead. Enforce and maintain safety precautions/regulations for workers under their supervision. Perform all other superintendent position-related duties as assigned or requested including management of personnel.

Electrician

An electrician journeyman is responsible for performing a variety of electrical trade functions such as the installation, maintenance, or repair of equipment for the generation, distribution, or utilization of electric energy. Wireman work involves, but is not limited to, most of the following: installing or repairing any of a variety of electrical equipment such as generators, transformers, switchboards, controllers, circuit breakers, motors, heating units, conduit systems, cabletray systems, raceways or other transmission equipment; working from blueprints, drawings, layouts, or other specifications, locating and diagnosing trouble in the electrical system or equipment, working standard computations relating to load requirements of wiring or electrical equipment, and using a variety of electrician's hand tools and measuring and testing instruments. May or may not act as team lead for small sub-teams on large projects. This category includes both master electricians and journeyman electricians.

Apprentice

An apprentice helper is responsible for performing a variety of electrical trade functions under the supervision of electricians or foreman. The work includes basic journeyman work (performed under supervision) learning about tools, installation processes, material and electrical concepts while applying what they are learning in their classes to the daily job training and activities. Apprentices routinely assist electricians and foreman on installation and troubleshooting activities.

Reconditioning Services for Low and Medium Voltage Breakers

Reconditioning is a unique process that incorporates specific steps to ensure the highest level of reliability and performance for power circuit breakers.

- Inspect, test and record data for incoming circuit breaker
- Disassemble circuit breaker per our procedure
- Clean and recondition each component
- Where disassembly is not practical, replace component with new or reconditioned
- Reassemble per OEM documentation
- Final test per IEEE/NEMA

Eaton offers Class 1, 2 and 3 reconditioning services for a wide variety of OEM low and medium voltage breakers

Reconditioning for Medium Voltage Contactors

Class 1 and 3 reconditioning services for medium voltage contactors that incorporates specific steps to ensure the highest level of reliability and performance.

- Inspect, test and record data for the medium voltage contactor
- Disassemble circuit breaker per our procedure
- Clean and recondition each component
- Where disassembly is not practical, replace component with new or reconditioned
- Reassemble per OEM documentation
- Final test per IEEE/NEMA

Eaton offers Class 1 and 3 reconditioning services for a variety of OEM medium voltage contactors.

Training Services Descriptions

Enrollment must meet the minimum number of participants

Automatic Transfer Switch (ATS) Startup, Commissioning and Operation

Using classroom instruction and laboratory exercises, attendees will learn about the transfer switch equipment that is currently manufactured by Eaton Corp. The classroom will have hardware demonstrators, including type ATC controllers, contactor-type switches, and breaker-type switches. Hands-on activity will comprise at least half of the time spent in training activities. Attendees will meet key product line and support personnel. A plant tour will be included.

Class topics include:

- General information
- Transfer switch basics including types of switches, codes and standards, issues related to transfer switch operation
- Application considerations
- Operation and setup of current-production controllers
- Operation, startup and service of contactor type- and breaker- type switches
- Operation, startup and service of the contactor-type, bypass/ isolation switches
- Operation, startup and service of Magnum DS-type switches, both standard TSE and bypass/isolation types

Note: *Students should bring their laptop computers, 8 cal./cm2 shirts, pants, leather work gloves, and goggles or side-shield safety glasses. This is a product-specific certification training program. Successful completion of practical and written exams is required.*

Course Length: 4 Days **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Contractor or Customer Facility

Basic Electrical Testing

Preventative maintenance, startup and commissioning activities require basic electrical tests to be performed to ensure the equipment is in an operable state throughout its life. A combination of various major manufacturers' test sets are used to perform practical classwork. Testing will be performed on actual equipment providing the student an easier transition from the classroom to the job.

Basic testing includes:

- Behavior of insulation systems
- Insulation resistance tests
- Dielectric tests
- AC withstand tests
- Vacuum bottle integrity tests
- Low resistance tests
- Secondary injection tests

Course Length: 4 Days **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton Facility

Basic Protective Relay Testing

Protective relays are used for the electrical protection of distribution equipment such as transformers, substation equipment and electrical transmission lines. Abnormal conditions, phase differentials, overcurrent and overvoltage are topics discussed for prevention of equipment damage and safety. Understanding the functions of Current Transformer (CT) and Voltage Transformer (VT) ratios, polarity and operating principles as they apply to relaying are essential to the relay protection system and are covered in the course. Various manufacturers' relays will be used for a realistic hands-on reinforcement of classroom-taught material, along with demonstrations for the best experience and education. Review of drawings depicting a range of complexity of relay schemes AC and DC will also be covered.

Class topics include:

- Introduction to basic relays
- Power triangle calculations
- Phasor diagrams
- CT and VT construction and connections as they apply to relaying and metering circuits
- Relay test equipment
- Understanding phase and ground short circuit, detection and safe clearing
- IEEE protective functions include:
  - AC time overcurrent (51)
  - Instantaneous (50)
  - Undervoltage (59)
  - Overvoltage (67)
  - Transformer differential (87T)
  - Over frequency (81O)
  - Under frequency (81U)
  - Sync check (25)
- Relay manufacturers and types include:
  - ABB CO
  - GE IAC
  - Eaton DT3000
  - ABB CV
  - GE IAV
  - ABB CR
  - ABB Circuit Shield
  - Eaton FP5000

Course Length: 5 Days **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton or Customer Facility

Understanding and Overview of LV and MV Electrical Drawings

Using drawings from various distribution systems and equipment, attendees will learn standard symbols and drawing styles used to represent electrical distribution systems and equipment. Attendees will be able to reference the physical equipment to drawings that will assist in LOTO planning and implementation, startup and commissioning activities, and troubleshooting.

Course topics include:

- Standards
  - IEEE Symbols
  - Distribution equipment
  - Protective devices
  - Device numbers
- Types
  - System drawings
  - Single line
  - Riser
  - Impedance
- Equipment-specific
  - Layout
  - Three line
  - Wiring
  - Control schematics

Course Length: 2.5 Days **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton Facility

Electrical and Arc Flash Safety

Personnel safety is the most important concern in the workplace. The NFPA 70E sets standards for electrical safety in the work environment and keep workers safe while working on or around electrically energized equipment. IEEE 1584 sets the industry standard for evaluating the arc flash hazards in a power distribution system and its equipment. 29CFR1910 subparts R and S tie these standards and governmental regulations for electrical safety together. OSHA mandates regarding electrical safety in the workplace specifically require employer assessment of generally recognized hazards in the workplace, and provisions for protecting the employee from those hazards.

General information

- Regulations, standards and codes
- OSHA [29 CFR 1910.399 Part 2]
- NFPA 70E-2018
- Your employer's electrical safety program

Working safely on or around energized electrical equipment

- Temporary grounding
- Protective grounding equipment
- Procedure for using temporary grounding conductors
- Ground-fault circuit- interrupter (GFCI) protection

Working in a situation where an arc-flash or shock hazard exists

- Electrically safe working condition and exceptions that might justify working around live parts
- Working in a situation where an arc flash hazard exists
- How do power systems engineers determine incident energy and arc flash boundaries
- Classroom exercise — assess the risk of an arc flash

Selecting and using personal protective equipment and insulated tools

- PPE for electrical work
- Selecting arc-rated garments and other PPE for arc flash protection
- Picture examples of arc-rated clothing and other PPE

Selecting and using insulated tools

Course Length: 1 **Day Min. Participants:** 6 **Max. Participants:** 20 **Location:** Eaton Facility

Electrical Safety for the Qualified Worker

This course provides workers exposed to electrical hazards with the knowledge and skill sets for electrical safe work practices and lockout/tagout, shock and arc flash hazard assessments, and job hazard analysis as required by OSHA and NFPA 70E. More important, it provides employees with the skills necessary to maintain a safe work environment and return home safely at the end of their day.

This course provides both traditional classroom instruction and hands-on demonstrations of safe work practices. Skill demonstrations and lab exercises include donning PPE, checking for the absence of voltage, creating and executing a LOTO procedure and grounding and establishing an electrically safe work condition. The class ends with practical testing and certification.

Course topics include:

- Electrical safety standards and regulations
- NFPA 70E
- OSHA
- Shock hazards
- Arc flash hazards
- Personal protective equipment
- Job safety analysis
- Lockout/tagout
- Safety-related work practices

Course Length: 4 Days **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton or Customer Facility

Hazardous Energy Control

This course teaches engineers and technicians how to recognize and mitigate hazards in the work environment along with methods of controlling additional hazards previously overlooked. The class will contain demonstrations and limitations of metering devices and the how/why they should be used.

Course topics include:

- Controlling hazards within your defined work zone
- Provide a systematic approach to develop and implement and adapt LOTO plans
- Equipment used to detect the presence and absence of voltage in low/medium voltage environments
- Selection and placement of grounding equipment in a system according to work zone hazards
- Learning methods of hazard mitigation using conventional and unconventional LOTO
- A comprehensive review of LOTO techniques and equipment available to properly implement

Course Length: 3.5 Days **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton *or* Customer Facility

Industrial Power Systems Analysis I

Using classroom exercises and demonstrations, this training program reviews the fundamental techniques of power systems analysis. Although it is not intended to teach the use of power systems analysis software, the instructors will use laptop computers in the classroom and review examples to help explain the construction of system single-line diagrams and the calculation of short-circuit current.

Course topics include:

- Intro to power systems analysis: basic unit relationships (voltage/current/power); ANSI device/function numbers
- Three-phase power fundamentals: power triangle, power factor, phasor diagrams; the per-unit system
- Distribution equipment: transformers, induction machines, synchronous machines
- Short-circuit analysis: sources of fault current, symmetrical short circuits, modeling a power system, making impedance diagrams
- Unbalanced fault currents: derivation of non-symmetrical phasors from their symmetrical components, positive/ negative/zero sequence networks, three-phase vs. single- line-to-ground and line-to-line faults
- Data collection, short-circuit calculations, protective device ratings, device evaluations, main-tie-main closed-transition applications, capacitive switching

Course Length: 4.5 Days **Min. Participants:** 4 **Max. Participants:** 12 **Location:** Eaton *or* Customer Facility

Industrial Power Systems Analysis II

Upon completion of this course, participants will be able to use manufacturer time current curves to coordinate a power distribution system and protect the distribution equipment from available faults and overloads. This program also ensures attendees can use the latest IEEE 1584 equations to calculate the incident energy in an arcing fault situation.

Course topics include:

- Equipment damage curves
- Protective device curves
- Arc flash analysis
- Time current curves

Course Length: 3 Days **Min. Participants:** 4 Max. **Participants:** 12 **Location:** Eaton or Customer Facility

Overcurrent Protection

Like no other workshop, this one provides a combination of experienced engineers, hands-on-learning, and technical information as well as a comprehensive reference manual. Eaton offers the unique combination of real-world, everyday problem-solving skills and instructors with extensive hands-on field experience. The reference materials binder, specially prepared for this course, is a thorough resource written by Eaton Power Systems engineers, and includes practical information to help you accomplish your day-to-day objectives.

Course topics include:

- Fuse-to-fuse expulsion and current-limiting coordination
- Transformer fusing protection
- Protection with sectionalizers
- Recloser and source-side coordination
- Recloser and load-side coordination
- Electronically and hydraulically controlled recloser coordination
- Exposure to CYME™ power engineering software
- Overcurrent relay coordination with fuses and reclosers

Course Length: 3 Days **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton *or* Customer Facility

Overvoltage Protection

Learn how to economically prevent excessive transient overvoltages from damaging electric utility distribution systems equipment or interrupting normal power system operation in this course. Problems allow students to explore standard and extraordinary conditions where standard overvoltage protection applications may not be effective. Students will learn how to make overvoltage protection schemes as effective as possible within given economic constraints. Installations of actual utility distribution equipment in Eaton's Power Systems Experience Center are used to illustrate a variety of Learn how to economically prevent excessive transient overvoltages from damaging electric utility distribution systems equipment or interrupting normal power system operation in this course. Problems allow students to explore standard and extraordinary conditions where standard overvoltage protection applications may not be effective. Students will learn how to make overvoltage protection schemes as effective as possible within given economic constraints. Installations of actual utility distribution equipment in Eaton's Power Systems Experience Center are used to illustrate a variety of surge arrester applications and the protected equipment, as well as demonstrate concepts and transient phenomena.

Course topics include:

- Basic overvoltage protection
- Basic Insulation Level (BIL)
- Insulation coordination
- Sources of system over-voltages
- Arrester fundamentals
- Distribution equipment protection
- Application of arresters and other over-voltage protection schemes
- Overhead and underground systems protection
- Substation protection
- Switching transients
- Low voltage surge protection

Course Length: 3 Days **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton or Customer Facility

Power Quality Monitoring and Analysis

This course teaches engineers and technicians how to diagnose power quality problems and perform measurements of sags, swells, voltage transients, harmonic distortion and voltage flicker. More than half of the time in this training program is dedicated to hands-on practice using a variety of popular models of portable and panel-mount power monitors. Students are also encouraged to bring their own analyzers to learn new uses for them in our Power Systems Experience Center.

Course topics include:

- Power quality fundamentals — disturbances, harmonics, transients, grounding, example waveforms, equipment tolerances, ITIC, IEEE 519-2014, and IEC standards
- Techniques for identifying and analyzing power quality problems
- Actual case studies and their real-world solution
- Build your own equipment tolerance diagram
- Monitoring transients, subcycle disturbances and flicker
- Monitoring harmonics
- Evaluating power quality problems using power monitor data
- Special considerations for making measurements in high- resistance grounded distribution systems and delta-wye power transformer circuits

Note Bring your laptop. All other classroom supplies will be provided. This program will be taught by engineers of the EESSD Power Systems Engineering and Performance Power groups.

Course Length: 2 Days **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton Facility

Switchgear Maintenance

Using classroom and training laboratory exercises, attendees learn how to classify switchgear and switchgear components. Nameplate ratings for circuit breakers and switchgear assemblies are discussed and identified on actual equipment. Maintenance of switchgear assemblies and assemblies' components is discussed along with how to properly maintain power circuit breakers and molded case breakers.

Course topics include:

- Inspection of Magnum DS circuit breaker and test of Digitrip 1150+
- Magnum DS LV power circuit breaker measurements of insulation resistance and primary circuit resistance
- Verifying the performance of a zone interlocking scheme in a Magnum DS assembly
- Functional testing of arc flash reduction maintenance mode Digitrip 520MC
- Magnum DS switchgear, circuit breaker racking, hoisting, phase-displacement checks at the bus tie
- Interlocks and controls VacClad-W switchgear
- Door interlocks of an arc-resistant VCP-W assembly, MR2 motorized remote racking device, closure measurement
- Testing and inspecting medium-voltage control-power and instrument transformers
- Commissioning inspections and tests for a TRITON SL Ampgard
- Inspection of Ampgard medium voltage, FVNR, type SJA
- Inspection of an MSB switch

Course Length: 4 Days **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton Facility

Transformer Startup and Maintenance

Using classroom and training laboratory exercises, attendees learn how to perform commissioning and maintenance tests on unit substation and power transformers. Students will become familiar with transformer basics such as standard operating principles and standardized terminal markings. Construction characteristics, inspections and tests of dry-type and liquid-immersed transformers will be discussed.

Course topics include:

- Insulation resistance measurements
- Power-factor of insulation measurements using Doble M4000
- Transformer winding, bulk bushings, condenser bushings
- Turns ratio tests
- Inspection of gas pressure, oil temperature, winding temperature, liquid level, primary and secondary pressure- relief devices, cooling fans, oil boosters
- Interpreting gas-in-oil analysis reports
- Laboratory sessions:
  - Sampling of insulating fluids
  - Sampling of gas expansion space
  - Doble M4000 exercises
  - Testing a fault-pressure relay
  - Troubleshooting fan control.

Course Length: 5 Days **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton Facility

Arc-Flash Safety

Working in a Situation Where an Arc-Flash or Shock Hazard Exists: Electrically Safe Working Condition and Exceptions That Might Justify Working Around Live Parts What is the Significance of the Quantity 1.2 Calories per Centimeter Squared? Arc-Flash Boundary, Factors Affecting the Degree of an Arc-Flash Hazard and Using the Information from an Arc-Flash Warning Label How Do Power Systems Engineers Determine Incident Energy and Arc-Flash Boundary?

Selecting and Using Personal Protective Equipment and Insulated Tools: Qualified/Competent Person's Responsibilities When Using PPE, PPE for Electrical Work, Selecting Arc-Rated Garments and Other PPE for Arc-Flash Protection, Examples of Arc-Rated Clothing and Other PPE and Selecting and Using Insulated Tools

Course Length: .5 Day **Min. Participants:** 6 **Max. Participants:** 20 **Location:** Eaton *or* Customer Facility

Power Xpert, PowerNet and PowerVision Basics

Configuration of traditional C-H Devices that communicate with the Power Xpert server core through PowerNet Software: Configuration of traditional PowerWare devices that communicate with the Power Xpert Server Core via PowerVision software. Alarming and Trending

Configuration of Power Xpert Devices directly to the Power Xpert Server Core: Power Xpert Meters, Power Xpert, Gateways and UPS's

Set up and configuration of Incom, Modbus and Ethernet communications interfaces: Netlink, E-Mint, PXG400 gateway and PX Meters. Configuration of devices in the Power Xpert Server Core Software

Course Length: 3.5 Days **Min. Participants:** 4 **Max. Participants:** 12 **Location:** Eaton Facility

Power Quality Lab Tour

Power Systems Experience Center Overview: Identification of Sources (Normal, Generator, Sag, Transient Sources), Power Systems Overview and Arc Flash Safety Discussion and Solutions

Discussion of Voltage Sags and Solutions: Sag Ride Through, Drive Ride Through and UPS

Discussion of Surge Protection and Solutions: Installation Considerations and Surge Protection Specifications

Discussion of Harmonics and Solutions: Drive Harmonics, Computer Power Supply Harmonics, Active Harmonic Filters, Passive Filters and Power Factor Correction.

Course Length: 2.0 Hours **Min. Participants:** 6 **Max. Participants:** 30 **Location:** Eaton Facility

Power Systems Solutions for Engineers

Power Systems Experience Center Tour: Power System Experience Center Overview, Identification of Power Quality Issues, Identification of Electrical Sources (Normal, Generator, Sag, Transient Sources), Arc Flash Safety Discussion and Solutions, Monitoring and Energy Management and Energy Savings – What is Real?
Residential Power System Demonstration: Structured Wiring Solutions, Home Heartbeat (Home Awareness) System, Power Distribution, Arc Fault Circuit Interruption (AFCI) and Generator/Transfer Switch Operation
Industrial Power System Demonstration: Motors Starting, Motor Control, Drives, Harmonic Mitigation and Harmonic Flow, Harmonic Resonance, Industrial Controls, Surge Protection, Power Conditioning, LV Switchgear, MV Switchgear, Power Distribution and Protection
Commercial Power System Demonstration: K-Rated Transformers, TP-1 Transformers, Harmonic Mitigating Transformers, Computer Harmonics, Lighting Control, Voltage Regulation and UPS
Data Center Power System: Large UPS Units, Small kVA UPS Units, Power Distribution, PDU's and ePDU's

Course Length: 1 Day **Min. Participants:** 6 **Max. Participants:** 30 **Location:** Eaton Facility

Power Systems Experience Center Tour

Power Systems Experience Center Overview: Discussion of purpose, scope and usage, identification of Sources (Normal, Generator, Sag, Transient Sources), Power Systems Overview, Arc Flash Safety Discussion and Solutions, and Monitoring
Residential Power System Demonstration: Structured Wiring Solutions, Home Heartbeat (Home Awareness) System, Power Distribution, Arc Fault Circuit Interruption (AFCI)
Industrial Power System Demonstration: Motor Control, Drives, Harmonic Control, Motors, Industrial Controls, Surge Protection, Power Conditioning
Commercial Power System Demonstration: Dry Type Transformers, Computer Harmonics, Lighting Control, Voltage Regulation and UPS
Data Center Power System: Large UPS Units, Small kVA UPS Units, PDU's and ePDU's
Industrial Training Lab: LV Switchgear, MV Switchgear, LV Protection and Safety Considerations

Course Length: .5 Day **Min. Participants:** 6 **Max. Participants:** 30 **Location:** Eaton Facility

Low-Voltage Motor Controllers and Motor Control Centers (MCC)

Motor Basics: Types of Motors, Squirrel-Cage Induction Motors, Useful Formulas, Motor Starting Current, Motor Nameplate Data and NEMA Design
National Electrical Code and Underwriters Laboratories Requirements for Combination Motor Starters: Types of Combination Motor Starters, NEC Requirement for Short Circuit and Ground Fault Protection Requirements for Motor Controllers and Motor-Overload Relays and Overload Relay Protection Requirements
Basic Motor Controls: Full-Voltage Non-Reversing Motor Controllers, Full Voltage Reversing Motor Controllers Reduced Voltage Motor Controllers and Solid-State Reduced Voltage Motor Control
Freedom MCCs: Disconnect Switch Indications, Door and Disconnecting Switch Interlocks, Withdrawing and Installing a Unit from an In-Service MCC, Magnetic Contactor Inspection, Selection of Heaters for Overload Relays
Advantage MCCs: Advantage MCC and Controller Overview, Using the DIP Switches to Set Controller Parameters, Phase-Loss, Phase-Imbalance and Ground-Fault Protection, Overload Trip Indications and Reset Procedures, Control Power and Terminals, Solid State Operator Interface, Description of PowerNet Interface Capability, Description of DeviceNet MCC and Features Available via the Wponidna IT MCC: Basic Construction of IT MCCs, Typical Wiring Diagrams for "Barebones" IT Starters, IT Starter Protective Functions, The Prewired and/or Communicating IT MCC, IT S801 Soft Starter and Troubleshooting
Introduction to SVX9000 Adjustable Speed Motor Controllers: Adjustable Frequency Drive (AFD) Basics and SVX9000 Basics FLASHGARD MCC: FlashGard MCC Features and Functions, Removal and Installation of a FlashGard MCC Unit and RotoTract Remote Racking Operating Manual

Course Length: 4.5 Days **Min. Participants: 4 Max. Participants:** 12 **Location:** Eaton Facility

Transformer Maintenance

Terminology Fundamental Operational Principles of Transformers: Volts per Turn, Ampere Turns, Turns Ratio and Voltage Ratio, Ratio of Currents, Losses, Efficiency, Impedance, & Voltage Regulation, Polarity & Terminal Markings
Dry-Type Transformers: Preferred Ratings, Cooling Systems, Construction Features, Example Nameplate, Patrol Inspections and De-energized Inspections & Tests
Liquid-Immersed Transformers: Ratings & Cooling Systems, Construction Features, In-Service Inspections and De-energized Inspections & Tests

Course Length: 1 Day **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton Facility

Maintenance of Ampgard Motor Starters: LF, SJA and SLS

General Construction of Ampgard Starters: Motor Starter Maintenance, Maintenance of the Isolator Switch, Maintenance of Type SJ and Type SL Vacuum Contactors, Maintenance of Type LF Air-Magnetic Contactors and Troubleshooting – Review of Motor Controller Schematic Diagrams
Descriptions of Protection Functions -- MP3000 Motor Protection Systems: Descriptions of Alarms -- MP3000, Using the Operator Panel and Programming the MP3000, Training Laboratory Practice Session 1 – Ampgard SLS Autotransformer Reduced-Voltage (Warrendale Lab Only) and Training Laboratory Practice Session 2 – Ampgard SJA Full-Voltage, Non-Reversing (Warrendale Lab Only)

Course Length: 2 Days **Min. Participants:** 4 **Max. Participants:** 12 **Location:** Eaton Facility

Maintenance of AC Motors

Introduction: Fundamental Operational Principles of Polyphase AC Motors
Motor Constructions and Performance Characteristics: Environmental Protection and Cooling Classifications, Vertical-Shaft and Horizontal-Shaft Constructions, Construction of Squirrel-Cage Induction Motors, Speed-Torque Characteristics of Squirrel-Cage Induction Motors, Construction of Wound-Rotor Induction Motors, Speed-Torque Characteristics of Wound-Rotor Induction Motors, Constructions of Synchronous Motors and Speed-Torque Characteristic of a Synchronous Motor
Maintenance of AC Motors: In-Operation Inspections, Evaluation of Vibration Measurements, Methods and Evaluation of RTD Temperature Measurements, Evaluation of Line-Currents and Terminal Voltages and Lubrication System Checks
Shut-Down Maintenance: Insulation Resistance Tests, Terminal-to-Terminal Resistance Tests, Relubrication of Rolling-Friction Bearings, Cleaning of Winding Insulation and Varnish Treatments

Course Length: 1 Day **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton Facility

Maintenance of VAC-CLAD Switchgear and Type VCP-W Circuit Breakers

Type VCP-W Power Circuit Breaker Descriptions: ANSI Standard Electric Control Circuit for High-Voltage Metal-Enclosed Switchgear, A Review of Plant-Specific Control Circuit Diagrams, Vacuum Interrupter Construction, Life Expectancy of Vacuum Interrupters, Life Expectancy of Vacuum Breaker Mechanism, Vacuum Interrupter Endurance: Degradation Resulting from Interrupting Fault-Current and What Happens When Air Leaks Into an Interrupter?
Maintenance Inspections and Tasks for Circuit Breakers: Cleaning, Renewal of Lubrication, Checks for Contact Wear (Moving Contact Travel), AC Applied Potential Tests for Check of Vacuum Integrity, Primary Circuit Resistance Measurements (Ducter, DLRO, Micro-ohmmeter), AC Applied Potential Tests for Insulation Integrity, Inspection and Checks of Operating Mechanism and Inspection and Checks of Cell Interlock Devices.
Maintenance Inspections and Tasks for Switchgear Assembly: Cleaning, Control Circuit Checks, Tightness Checks of Bus Hardware, Measurement of Insulation-Resistance of Bus and Control Wiring Insulation, Applied Potential Tests of Bus Insulation and Ratio and Polarity Tests for VTs and CTs Exercises and Demonstrations: Safe Procedure for Using the Levering-In and Levering-Out Mechanism of the VAC-Clad Switchgear Compartment, Operational Checks of the Electric Control of a VCP-W Circuit Breakers, Procedure for the Visual Inspection of VCP-W Mechanism and Vacuum Interrupters, Turns-ratio, polarity and insulation resistance testing of CTs, VTs and CPTs. SureClose Measurements (closing mechanism over-travel measurement)
EDR5000 Feeder Protection System: Reading Protection Settings Using the EDR5000 Display, Generating a Trip Signal Using the Display Menus and Changing Protection Settings Using the EDR Display

Course Length: 1.5 Days **Min. Participants:** 4 **Max. Participants:** 12 **Location:** Eaton Facility

Maintenance of Liquid-Immersed Unit Substation Transformers

Fundamental Operational Principles of Transformers: Volts per Turn, Ampere Turns, Turns Ratio and Voltage Ratio, Terminal Markings, Construction Features (Sealed Unit (Tank) Enclosure, Bushings, and De-Energized Tap Changer)
In-Service Inspections: Gas Pressure Inspection, Oil Temperature Inspection, Liquid Level Inspection, Cooling Fans Inspection, Methods for Sampling Insulating Fluid & Gas-Blanket and Evaluating Insulating Fluid and Gas Sample Tests
De-energized Inspections, Tests and Troubleshooting: Insulation Resistance Test, Core Ground Insulation Test and Turns Ratio (TTR) Test

Course Length: 1 Day **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton Facility

Maintenance of Dry-Type Unit Substation

In-Service Inspections: Winding Temperature Gauge, Sequencing Fans and Evaluating Noise Level
De-Energized Inspections: Insulation Resistance Tests: Methods and Evaluations (Turns-To-Turn Ratio Tests (TTR) and Visual Inspection of Internal Components)
Maintenance Procedures and Adjustments: Cleaning of Winding Insulation, Insulators and Ventilation Ducts, Bus Hardware Re-tightening, Lubrication of Fan Motors Bearings and Changing Primary Winding Taps to Match Voltage

Course Length: 8 Hours **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton Facility

Operation and Maintenance of WLI and MVS Load Interrupter Switches

Operation: Safety Considerations, Manual Closing and Opening Procedure and Motor-Operated Closing and Opening
Maintenance: Establishing a Schedule, Inspection of Arc Erosion of Flicker Blades, Inspection of Main Contacts, Inspection of Arc Chutes, Contact Alignment Checks, Re-Tightening of Hardware, Insulation Checks and Cleaning
Realignment and Replacement Procedures: Close-Open End Stop, Main Blade, Arc Chute, Contact Penetration and Store-Energy Spring

Course Length: 4 Hours **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton Facility

Magnum DS Switchgear and Circuit Breakers

General Description of Switchgear Assembly: Vertical Sections, Front, Bus, Cable and Auxiliary Compartments and Circuit Breaker Compartment Construction Details
Recognizing the Four Basic Circuit Breaker Positions – Connect, Test, Disconnect, Remove Procedure for Moving Breakers into Different Compartment Positions: Recognizing Mechanical Interlocks, Recognizing Electrical Interlocks, Interference Interlock and Key Interlock (When Used)
Secondary Terminals Compartment and Breaker Accessories for Magnum DS Switchgear Assemblies: Instrument Transformer VTs & CTs, Cell Switches (ANSI 33 Devices), Space Heaters & Breaker Compartment Shutters

Construction Characteristics of the Bus Compartments: Main Bus, Horizontal Bus, Vertical Bus, Bus Transition Sections, Ground Bus Construction Characteristics of Magnum DS Breakers: Electrical Accessories, Circuit Breaker Operation, Trip Units (Electronic Trip System) – Digitrip 1150 or RMS 520
Circuit Breaker and Switchgear Assembly – Maintenance and Inspections: Safety Precautions, Determining Frequency of Inspection, Inspecting Bus, Bus Connections and Secondary Wiring, Inspecting Ventilation Openings and Paths, Renewing Lubrication (Breakers), Determining Need for Replacing Arc Chutes, Arcing Tips or Main Contacts, Inspecting Primary Finger Clusters and Procedure for Replacing a Current Sensor

Course Length: 1 Day **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton Facility

Operation and Functional Testing of Cutler-Hammer Digitrip Systems

Description of Digitrip Systems: Review of Time vs. Current Tripping Characteristics (Reading the Trip Curves), Current Sensors and Wiring Harness, Auxiliary CT Module, Trip Unit and Power Relay Module, Long-Delay Memory Function, Discriminator, Direct -Trip Actuator, External Wiring Harness, Voltage Transformer Module and Breaker-Mounted Control Power Transformer
Using the Display Panel, Reading Metered Quantities and Changing Trip Settings: Identification of Power Supply Sources, Function of Energy Cell, Function of Rating Plug, Information Available to Equipment Operator, Information Available after Trip Event, Resetting the Digitrip after a Trip Event and Procedure for Changing Trip Settings (Digitrip) Digitrip Tests: Procedure for Self-Trip Tests, Procedure for Secondary Current Injection Testing Using Amptector/Digitrip Test Kit and Special Considerations for Primary Current Injection Tests (Temporarily Disabling Ground-Trip Function and Temporarily Disabling Long-Delay Memory)

Course Length: .5 Day **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton Facility

Using the MP3000 Motor Protection System

Descriptions of Protection Functions: I2t overload (ANSI 49/51) protection, Locked rotor (49S/51) protection, Thermal-model and rotor temperature protection (with and without RTDs), Negative sequence current and phase imbalance (46) protection, Instantaneous overcurrent (50) protection, Ground-fault (50G) protection, RTD trip (49/38) protection, Underload (37) protection, Starts per time (66) protection, Jam (51R) protection, Zero-speed switch (14) protection, Auto or manual reset (86) protection and Fail-safe trip mode
Descriptions of Alarms: A review of alarm messages and their meanings, A review of trip messages, their meanings, and appropriate actions to be taken by a maintenance technician or equipment operator
Using the Operator Panel and Programming the MP-3000: How to view settings, Using the Program Worksheet
Classroom and hands-on exercises: Item-by-item review of the essential program settings of an MP-3000 Motor Protection Relay.

Course Length: .5 Day **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton Facility

Using Insulgard Partial-Discharge Monitoring Devices

General Construction Characteristics and Principle of Operation: Operational Principle and Construction
Using InsulGard: Using the Display and Keypad, Watch Function Settings, Making External Connections (Layout of InsulGard Panel, Sensor Interface Board and Terminal Strips). Red and Yellow Alarm Indicators, Measurement Suspend and Temperature Channel Calibration

Course Length: 1 Day **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton Facility

Using Type S810-D IT Motor Starters

Construction Characteristics of IT Starters
Explanation of Electrical and Temperature Ratings
Wiring of IT Starters: Review of Single-Line, Schematic and Wiring Diagrams for Power Circuits, Procedure for Installing Lugs, Review of Schematic and Wiring Diagrams for Control Circuits, Functional Descriptions of IT Starter Input Signals, Using an Auxiliary Relay and 24-Volt DC Control Power Requirements
Setup and Programming of an IT Starter: Motor Protective Functions, Review of Specific Programmable Settings, Procedure for Removing the CIM (Controller Interface Module) and Using the CIM and Status LEDs for Troubleshooting (Review of Fault Codes and Interpreting the Status LED Indication).

Course Length: .5 Day **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton Facility

Intelligent Technologies Motor Control Center Maintenance

Operational Principles and Constructions: Component Identification, Electrical Ratings, Enclosure Ratings (NEMA), NEMA Types B & NEMA Type C Wiring Arrangements, Pull-apart Terminal Blocks, Short-circuit Bracing of Incoming Line Conductors, Contactors, IT Electronic Overload Relays & Pilot Devices (Pushbuttons, Pressure Pads, Indicator Lamps, Displays)
Interpreting Basic Control Functions: Classroom Review of Full-Voltage Non-Reversing Motor Starter Circuits, Classroom review of Full-Voltage Reversing Motor Starter Circuits and Review of Plant-specific Schematic Diagrams
Motor Control Center Operation, Maintenance Inspections and Maintenance Procedures: Procedure for Gaining Safe Access to Motor Starter Units for Troubleshooting, Arc-Flash Protection Considerations, Use of Quarter-Turn Latches for Access, Removal or Replacement of Motor Starter Units, Accurate Identification of On, Tripped and Off Indications for the HMCP or Fuses Disconnect Operating Handle, Set-up of IT Electronic Overload Relays Motor Circuit Protector (HMCP) – Determining the Correct Trip Setting, Installation of Padlock onto Operating Handle, Inspection and Cleaning, Mechanical Checks, Contactors and Secondary Disconnecting Blocks and Communications Components

Course Length: 1 Day **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton Facility

Operation and Maintenance of Power Xpert PX4000/6000/8000 Meters

Construction Characteristics
Programming the Meter Module
Web Server Screens: Reading Data from Screens and Setting-Up Screens
Graphical Display Screens: Reading Data from Screens and Setting-Up Screens and Other Functions of Web Server and Graphical Display
Troubleshooting and Maintenance and Overview of Communication Systems
Course Length: 1 Day **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton Facility

Operation and Maintenance of Freedom Motor-Control Centers

Magnetic Contactor Construction Characteristics
Construction of Metal Enclosures and Components
HMCP (Motor Circuit Protector) and Interchangeable Heater Motor-Overload Device
Review of Typical Motor Starter Control Diagrams: Full-Voltage Non-Reversing Motor Starter Hand-Off-Auto, Full-Voltage Non-Reversing Motor Starter Start-Stop, Indicator Lamps, CPT and Control-Circuit Fuses
Motor Control Center Operation, Maintenance Inspections and Maintenance Procedures: Procedure for Gaining Safe Access to Motor Starter Units for Troubleshooting or Maintenance, Use of the Door and Unit Interlocks and the Door-Interlock Defeat Screw for Motor Starter Units, Accurate Identification of On, Tripped and Off Indications for the HMCP or Fused Disconnect Switch, Procedure for Safely Withdrawing a Unit from an In-Service Motor Control Center, Magnetic Contactor Inspection and Procedure for Contact Replacement, Insulation Resistance Tests of Primary Insulation and Control Wiring, AC Voltage-Withstand Tests on Primary Insulation and Visual Checks of Control Wiring
Course Length: 2 Days **Min. Participants:** 6 **Max. Participants:** 12 **Location:** Eaton Facility

GSA Discount Schedule for Training		
Note: Enrollment must meet the minimum number of attendees for the discount to apply.		
Class Size	**Number of Federal Government Attendees**	**GSA Discount**
Class sizes with a minimum enrollment of 4 and a maximum of 12	1 to 4	10%
	5 to 8	30%
	9 to 12	50%
Class sizes with a minimum enrollment of 6 and a maximum of 12	1 to 6	10%
	7 to 9	30%
	10 to 12	50%
Class sizes with a minimum enrollment of 6 and a maximum of 20	1 to 6	10%
	7 to 12	30%
	13 to 20	50%
Class sizes with a minimum enrollment of 6 and a maximum of 30	1 to 6	10%
	7 to 12	30%
	13 to 20	50%
	21 to 30	60%

2. Maximum Order*:

SIN	DESCRIPTION	MAX ORDER
ANCILLARY	Ancillary Supplies & Services, relating to Facilities Maintenance	$1,000,000.00
561210FAC	Electrical & Utility Services limited to Facility Maintenance	$ 750,000.00

*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.

3. Minimum Order: $100

4. Geographic Coverage: 48 Contiguous States, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories, DC

5. Point(S) of Production: N/A to services

6. Discount From List Prices: GSA Net Prices are shown on the attached GSA Pricelist. Negotiated discount has been applied and the IFF has been added.

7. Quantity Discount: Up to 20 percent on selected labor categories for projects with estimated annual value of $750,000 and greater per facility/installation.

8. Prompt Payment Terms: Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. Foreign Items: None

11a. Time of Delivery: Per task order

11b. Expedited Delivery: None offered

11c. Overnight and 2-Day Delivery: None offered

11d. Urgent Requirements: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB Point:

a. FOB Destination within the 48 contiguous states, Washington, DC, and to a CONUS port or consolidation point for orders received from overseas activities.

b. FOB Origin for shipments to Alaska, Hawaii and Commonwealth of Puerto Rico.

c. Any non-commercial standard shipment methods will be outside the scope of the contract and may be subject to a surcharge. Noncommercial shipments include accelerated delivery, inside deliveries, export packaging, and shipping items ordered on a single purchase order to multiple locations. Direct shipment to overseas locations may be subject to a surcharge.

d. Shipments via U.S. Postal Service (USPS) to APO and PO Box addresses involve non-commercial standard shipping methods, are outside the scope of the contract and may be subject to a surcharge.

13a. Ordering Address: Same as Contractor Address

13b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

14. Payment Address: Eaton Corporation
P.O. Box 93531
Chicago, IL 60673-3531
customerremit@eaton.com

15. Warranty Provision: Standard commercial warranty. Eaton's Selling Policy 25-000 terms and conditions are attached.

16. Export Packing Charges: Any export packing requirements will be outside the scope of the contract and may be subject to a surcharge.

17. Terms and Conditions of Government Purchase Card Acceptance: Government purchase card is accepted. Purchase level authority will be verified prior to shipment of ordered products.

18. Terms and Conditions of Rental, Maintenance, and Repair (If Applicable): To be negotiated on a task order basis.

19. Terms and Conditions of Installation (If Applicable): To be negotiated on a task order basis.

20. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts From List Prices (If Available): The terms and conditions of repair will be in accordance with Eaton's SP 25-000.

20a. Terms and Conditions for Any Other Services (If Applicable): The terms and conditions of other services will be in accordance with Eaton's SP 25-000.

21. List of Service and Distribution Points (If Applicable): N/A

22. List of Participating Dealers (If Applicable): N/A

23. Preventive Maintenance (If Applicable): The terms and conditions of repair will be in accordance with Eaton's SP 25-000.

24a. Special Attributes Such as Environmental Attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for EIT: as applicable

25. DUNS Number: 038006110

26. Notification Regarding Registration in System for Award Management (SAM) Database: Contractor has an active registration in the SAM database.

27. Overtime and Premium Rates: For all Labor Categories listed on pages 13 & 14 (NOT to include Reconditioning Services)

Overtime: Monday through Friday, 8–12 hours or outside of normal business hours, Saturday up to 8 hours
Overtime Rate: 1.5 x Straight Time Rate
Premium: Monday through Friday, more than 12 hours, Saturday more than 8 hours, Sundays, and holidays
Premium Rate: 2 x Straight Time Rate

Company Profile

Eaton's Electrical Engineering Services & Systems (EESS) Division is one of the largest and most experienced industrial service organizations in North America. With more than 1000 highly trained professionals in 48 engineering service locations throughout the U.S., Eaton's EESS Division has complete local, national and international capabilities to provide a full range of electrical, civil and mechanical equipment services. This broad range of service capabilities has established us as a leader in the engineering service industry.

Eaton helps federal government agencies meet the challenges of keeping their facilities operating safely and at peak efficiency by providing a wide variety of repair and maintenance solutions. Our contract provides a convenient, easy-to-use framework vehicle for doing business with Eaton. The GSA contract lets customers shorten project cycle times while providing effective access to our comprehensive range of electrical solutions and services.

Eaton's Switchgear Modernization and Upgrade Solutions help the federal government achieve a continuous and safe operation through proactive management of the power system as a strategic, integrated asset throughout its life cycle.

The power system can be positioned to deliver powerful results: greater reliability, operating cost efficiencies, enhanced safety, and risk mitigation.

Eaton offers the following solutions:

- Engineering and advanced analysis
- Arc flash analysis
- Load flow analysis/power factor correction study
- Harmonic analysis study
- Power quality site surveys & disturbance monitoring
- Transient stability study
- Advanced design and analysis
- Switching transient analysis
- Distribution systems reliability analysis
- Training
- Short-circuit analysis
- Protective device coordination
- Motor starting study
- Substation and ground grid design
- Field harmonic measurements
- Protection and control design
- Distribution system design
- Dynamic simulation
- Specialized applications

Eaton solutions address the following areas:

- Preventive and predictive maintenance
- PM program design and implementation
- Thermo graphic survey
- DC power systems
- Complete scope of testing, repair & evaluation
- Transformer oil processing maintenance and emergency services
- Periodic testing and PM services
- Troubleshooting/testing
- Predictive diagnostics/ partial discharge
- 24/7 remote monitoring support
- Crisis response personnel dispatch
- Monitoring of relaying, metering, HV, MV and LV equipment and transformers

Eaton services virtually all manufacturers' equipment

- Westinghouse/Cutler-Hammer/Eaton/Cooper
- General Electric
- Allis-Chalmers/Siemens
- Others
- Square D
- ITE/ABB
- Federal Pacific/Federal Pioneer

Using Eaton's GSA contract can make the difference. Get your projects moving faster.

- GSA contract puts business framework in place
- Framework is easy to use and accessible
- There is no need to spend time developing specifications and soliciting bids
- Design support that shortens the project delivery date

Find the electrical solutions and services you need

- Comprehensive range of services that meet the demand of your mission critical needs
- Covers full line of services for distribution switchgear and control products
- Cost-efficient solutions that reduce operating costs for facility systems and increase uptime
- Electrical systems studies from grounding to coordination to power quality
- Address new OSHA arc flash standards

Save money when you buy under the Eaton GSA contract

- Value pricing for wide range of electrical equipment service
- Prices already negotiated
- Competition requirements have been met
- Full, fair set of terms and conditions in place
- Work with an outstanding corporate citizen
- Eaton GSA contract meets all

Energy engineering and consulting services for the federal government

- Microgrid feasibility studies
- Powerchain audits
- Data center efficiency upgrades
- Smart grid solutions
- Alternative energy design/installation
- Demand response
- Power system optimization
- Advanced project implementation

A Single Point of Contact

Eaton's Project Management Team designs and manages facility, maintenance, repair and modernization projects from start to finish. From switchgear replacement, equipment modernization, or commissioning a new substation, Eaton has the resources and experience to meet your project's requirements.

Eaton's modernization and power system services place personnel in the field to complete a variety of undertakings, such as managing projects from start to finish, reconditioning or upgrading equipment, or modernizing your power system. With our project management services, you'll have a single point of accountability and a reduced risk of project delays and failures. The result is a safer, more reliable and cost-efficient power system.

To ensure that support is there when and where you need it, Eaton has experienced engineers and field technicians located throughout the world. In addition, we provide additional support from regional product centers for specialized services like equipment reconditioning.

Turnkey Project Implementation

We offer centrally coordinated management of all procurement, installation, startup and commissioning of the products and systems required to implement unique power system solutions. Whether you have single or multiple sites, Eaton has the capabilities and the expertise to function as your single-source service provider.

Project Management

Eaton's Project Management Team relieves you from the burden of multi-supplier coordination by serving as a single point of accountability for all technical, financial and commercial coordination within the scope of the project. Additionally, our engineers manage the technical and commercial risk inherent in meeting project objectives, including performance, cost and time goals. Depending on your needs, Eaton manages either designated or all aspects of your system design and development

EESS United States Service Locations

Eaton's EESS Division is one of the largest and most experienced industrial service organizations. With more than 1000 highly trained field professionals in 48 engineering service locations throughout the U.S., EESS has complete local, national, and international capabilities to provide a full range of services.

North American Statistics

- Over 100 Power Systems Engineers with 15-year average experience in electrical power system design, system studies and consulting services.
- Professional licensure in 38 states
- 8 Full-time PLC Automation Field Service Engineers
- 10 Full-time Power System Monitoring Engineers
- Full time in-house draftsmen

Description of Services

The MAS Special Identification Numbers (SINs) are:

ANCILLARY Ancillary Supplies and/or Services - Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor's offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule. This SIN EXCLUDES purchases that are exclusively for supplies and/or services already available under another schedule. Special Instructions: The work performed under this SIN shall be associated with existing SIN(s) that are part of this schedule. Ancillary supplies and/or services shall not be the primary purpose of the work ordered but be an integral part of the total solution offered. Ancillary supplies and/or services may only be ordered in conjunction with or in support of supplies or services purchased under another SIN(s) of the same schedule. Offerors may be required to provide additional information to support a determination that their proposed ancillary supplies and/or services are commercially offered in support of one or more SIN(s) under this schedule.

561210FAC Maintenance of Utility Systems - Services include but are not limited to one of the following: Electrical Utilities, all types of Cabling Services, Telephone Utility Services, Gas Utility Services, Drinking Water Utility Services, Waste Water Services, and/or Water Utility Services necessary to meet the Government's needs. Resulting task orders could be used for the operation, maintenance, repair, future upgrades, future utility system replacements labor, materials, tools, and equipment necessary to own, maintain and operate the utility system(s). Task orders could also be used to manage the maintenance, repairs, replacement, etc., of the system(s) to ensure continuous, adequate, and dependable service for each Government agency or tenant.

3361E Electric and Autonomous Vehicles and Accessories - Includes electric and autonomous vehicles and accessories of Utility Systems.

Areas of Experience

Electric Vehicle Charging Infrastructure (EVCI) Solutions

Growing numbers of electric vehicles (EVs) and the infrastructure to support them is only the start of the electric revolution. In the future, EVs will play a key role in supporting the transition to an energy system in which variable renewable generation plays a significant role. With more EVs on the road, we need to charge them efficiently without overloading power networks. Eaton has a broad product portfolio and the expertise to provide the complete EV charging electrical infrastructure. The Eaton Green Motion Smart Breaker Charger is a 32A AC Level 2 charger, available in multiple form factors, including direct connection inside Eaton BR loadcenter or PRL3X panelboard, wall mounted, as well as single or dual mounted pedestals. Eaton’s battery energy storage has been designed to optimize EV fast charging without overloading power networks.

Switchgear Modernization and Upgrade Solutions

Eaton's Switchgear Modernization and Upgrade Solutions helps the federal government achieve a continuous and safe operation through proactive management of the power system as a strategic, integrated asset throughout its life cycle. The power system can be positioned to deliver powerful results: greater reliability, operating cost efficiencies, enhanced safety, and risk mitigation.

Our Switchgear Modernization and Upgrade Solutions include:

Breaker Reconditioning Services for Low and Medium Voltage Breakers and Contactors

- Eaton offers a host of refurbishment and repair solutions that extend the useful life of electrical power systems while improving reliability and safety. Eaton's Class 1 reconditioning utilizes advanced equipment and state-of-the-art testing to restore circuit breakers to their maximum capability, regardless of the original manufacturer. Class 2 and 3 reconditioning services are available as well.
- Factory Authorized Mechanism Enhancement (FAME) increase the life of Eaton's medium voltage VCP-W vacuum circuit breakers and MV-VR circuit breakers with the FAME upgrade, while also significantly reducing costs and ongoing maintenance requirements.

Low Voltage Air Replacement Circuit Breakers

- Eaton's low voltage air replacement circuit breakers are not retrofitted or remanufactured but built brand new from the ground up to improve system reliability and provide technology upgrades, with no parts reused from original breakers. The solution offers a better approach for reducing maintenance, repair, and operating and downtime costs.

Low Voltage Vacuum-Starter-Replacements

- Specifically designed to replace breakers used as motor starters. The state-of-the-art vacuum contactors have a long life and are resistant to environmental contaminants. Designs available to replace select models of Westinghouse, GE and ITE circuit breaker.

Medium Voltage Vacuum Replacement Circuit Breakers and Breaker-to-Vacuum Starter Replacement

- Eaton's medium voltage vacuum replacement circuit breakers are built brand new from the ground up to improve system reliability and provide technology upgrades.
- Eaton's portfolio includes: vacuum replacement breakers, breaker to vacuum starter replacements and ground and test devices. The units are designed to be electrical and mechanical equivalents of the power circuit breakers they replace, with no parts reused from the original breakers.

Remote Power Racking Devices

- Eaton design enables remote racking of circuit breakers from leading manufacturers that can be inserted or removed using the rotation of a shaft. Operators may remain 25 feet or more away from the switchgear door during the racking process, which is outside of the arc flash protection boundary.

Ground and Test Devices

- Eaton's medium voltage ground and test devices are used to apply temporary grounding to the phase conductors of switchgear during maintenance and testing of the equipment. With a draw out safety device that can be inserted into a circuit breaker cubicle in the same manner as the VR-Series, the ground and test devices are available as a single or dual terminal. Designed for insertion into the circuit breaker compartment to gain access to the primary stationary contacts or ground the circuit for maintenance work.

Microgrid Solutions

Offering complete design, build, project management and commissioning including:

- Design and integration of the distributed renewable generation (hybrid renewable energy and conventional generation)
- Application of proven power distribution products in reliable grid architectures
- Design and integration of an advanced microgrid system that provides all necessary controls to control and balance power (Supervisory Control and Data Acquisition (SCADA) system)
- Design of microgrid system capable of powering numerous critical and support facilities identified within the community
- Utilization and integration of existing generation assets as required for the microgrid system

Microgrid Applications

- Peak shaving and demand Response: utilize microgrid resources to reduce utility-supplied load within the microgrid
- Intentional Islanding: proactively separate from the utility grid for planned outages or in anticipation of storms
- Energy optimization: fuel conservation to maintain energy surety or minimize energy cost
- Black start: after a wide-spread supply failure, start the microgrid as an islanded system
- Enterprise integration: visibility of cost and reliability data to allow enterprise to manage resources
- Power quality: improve power quality by reducing the effect of upstream grid disturbances and islanding to prevent interruptions
- Enable high penetration of renewables: through ramp rate control and smoothing
- Energy arbitrage: export or import power decisions based on real time energy pricing
- Resilient power system: ability to support critical loads in the event of a grid disturbance
- Cost of ownership: managing resources to achieve lowest total cost
- Voltage regulation and frequency regulation as ancillary services

Data Centers Modernization and Upgrade Solutions

Optimize your data center, maximize your investment:

- Eaton design experts help you determine the best power solutions with integrated thermal and software management, while ensuring efficiency, cost and safety. We will tailor power solutions that include UPS, batteries and backup power systems that reduce future risks of costly related downtime.

Office Locations

Eaton's Electrical Engineering Services and Systems Division (EESSD)

Alabama
Birmingham (205) 403-3800
Mobile (334) 443-7171

Alaska
Anchorage (907) 562-8559

Arizona
Phoenix (480) 449-4270

California
Los Angeles (909) 869-8200
Sacramento (916) 780-4141
San Diego (619) 291-4211
San Francisco (925) 454-3600

Colorado
Denver (303) 738-2350

Florida
Miami (954) 571-8282

Georgia
Atlanta (678) 309-4242

Hawaii
Honolulu (888) 313-3212

Illinois
Chicago (630) 260-6302

Kansas
Kansas City (913) 327-3600

Kentucky
Louisville (502) 961-5500

Louisiana
Baton Rouge/New Orleans (225) 756-1622
West Monroe (318) 329-2102

Maine
Augusta (207) 377-5742

Maryland
Baltimore (410) 379-0157

Massachusetts
Boston (774) 235-0250

Michigan
Detroit (248) 374-5220
Grand Rapids (616) 559-3500

Minnesota
Duluth (218) 722-5300
Minneapolis (612) 912-1330

Missouri
St Louis (636) 717-3599

Nevada
Las Vegas (702) 309-4092

New Jersey
Union (908) 624-2370

New Mexico
Albuquerque (505) 884-2410

New York
Buffalo (716) 691-0008
Long Island/New York City (908) 624-2350
Mohawk (315) 866-3170

North Carolina
Raleigh/Durham (919) 990-1580

Ohio
Cleveland (216) 265-2799

Oklahoma
Oklahoma City (405) 947-3729

Oregon
Portland (503) 675-3461

Pennsylvania
Philadelphia (610) 364-2600
Pittsburgh (724) 779-5800

Tennessee
Knoxville (865) 577-1220

Texas
Austin (512) 302-4011
Beaumont (713) 948-8235
Dallas (817) 410-1624
Houston (713) 948-8235
Tyler (903) 534-1800

Virginia
Richmond (804) 328-4701

Washington
Seattle (425) 644-6250

Wisconsin
Appleton (920) 380-2430

West Virginia
Hurricane (304) 760-2190
Skelton (304) 256-3918

Customer GSA Pricing Index

561210FAC Labor Rates	Labor Standard Rates Labor HCA Rates Non-SCLS Rates
561210FAC Reconditioning	Eaton Class 1 Low Voltage Reconditioning Allis-Chalmers Eaton Class 2 Low Voltage Reconditioning Allis-Chalmers Eaton Class 3 Low Voltage Reconditioning Allis-Chalmers Eaton Class 1 Low Voltage Reconditioning GE Eaton Class 2 Low Voltage Reconditioning GE Eaton Class 3 Low Voltage Reconditioning GE Eaton Class 1 Low Voltage Reconditioning ITE® Eaton Class 2 Low Voltage Reconditioning ITE® Eaton Class 3 Low Voltage Reconditioning ITE® Eaton Class 1 Low Voltage Reconditioning Siemen® Allis Eaton Class 2 Low Voltage Reconditioning Siemen® Allis Eaton Class 3 Low Voltage Reconditioning Siemen® Allis Eaton Class 1 Low Voltage Reconditioning Westinghouse® / Cutler-Hammer Eaton Class 2 Low Voltage Reconditioning Westinghouse® / Cutler-Hammer Eaton Class 3 Low Voltage Reconditioning Westinghouse® / Cutler-Hammer Eaton Reconditioning Modifications Westinghouse® / Cutler-Hammer Eaton Class 1 Reconditioning Medium Voltage Allis-Chalmers Eaton Class 3 Reconditioning Medium Voltage Allis-Chalmers Eaton Class 1 Reconditioning Medium Voltage GE Eaton Class 3 Reconditioning Medium Voltage GE Eaton Class 1 Reconditioning Medium Voltage ITE® Eaton Class 3 Reconditioning Medium Voltage ITE® Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Eaton Class 3 Reconditioning Westinghouse® Medium Voltage Eaton Class 3 Reconditioning Modification Options
561210FAC Training	Training Services
3361E Electric Vehicle & Accessories	Eaton Green Motion EV Smart Breaker Charger
ANCILLARY Products	Eaton VR - Series Vacuum Replacement Breakers for WESTINGHOUSE Eaton VR - Series Vacuum Replacement Breakers for WESTINGHOUSE Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC Eaton VR - Series Vacuum Replacement Breakers for ITE Eaton VR - Series Vacuum Replacement Breakers for MCGRAW-EDISON Eaton VR - Series Vacuum Replacement Breaker Modifications Eaton MV-VSR- Series Breaker to Motor Starter Replacement for WESTINGHOUSE Eaton MV-VSR- Series Breaker to Motor Starter Replacement for GENERAL ELECTRIC Eaton MV-VSR- Series Breaker to Motor Starter Replacement for ALLIS-CHALMERS Eaton MV-VSR- Series Breaker to Motor Starter Replacement for ITE Eaton Remote Power Racking Device Eaton Ground and Test Device Eaton AR-Series Air Replacement Circuit Breaker for WESTINGHOUSE Eaton AR-Series Air Replacement Circuit Breaker for FEDERAL PACIFIC Eaton AR-Series Air Replacement Circuit Breaker for ALLIS-CHALMERS Eaton AR-Series Air Replacement Circuit Breaker for ITE Eaton AR-Series Air Replacement Circuit Breaker for GENERAL ELECTRIC Eaton AR-Series Air Replacement Circuit Breaker Modifications Eaton LV-VSR Series Vacuum Starter Replacement for WESTINGHOUSE Eaton LV-VSR Series Vacuum Starter Replacement for GENERAL ELECTRIC Eaton LV-VSR Series Vacuum Starter Replacement for Federal Pacific Eaton LV-VSR Series Vacuum Starter Replacement for ITE Ancillary Supplies and Services, Related to Facilities Maintenance and Management

SIN	Service Labor Category or Job Title/Task	GSA Price	Pricing Catalog
Standard Service			
561210FAC	UPS Customer Service Engineer (CSE) Three (3)-Phase Products Straight Time (Mon. – Fri., Business Hours (8AM – 5PM))	$265.69	Refer to Price List X-1 Time & Material Rate Schedule (June 2021)
561210FAC	UPS Customer Service Engineer (CSE) Three (3)-Phase Products Overtime (After Business Hours (5PM – 8AM))	$341.86	Refer to Price List X-1 Time & Material Rate Schedule (June 2021)
561210FAC	UPS Customer Service Engineer (CSE) Three (3)-Phase Products Premium Time (Saturday 12:01AM – Sunday Midnight)	$424.38	Refer to Price List X-1 Time & Material Rate Schedule (June 2021)
Emergency Services			
561210FAC	UPS Customer Service Engineer (CSE) Three (3)-Phase Products Emergency Repairs Straight Time (Mon. – Fri., Business Hours (8AM – 5PM)	$295.21	Refer to Price List X-1 Time & Material Rate Schedule (June 2021)
561210FAC	UPS Customer Service Engineer (CSE) Three (3)-Phase Products Emergency Repairs Overtime (After Business Hours (5PM – 8AM))	$379.85	Refer to Price List X-1 Time & Material Rate Schedule (June 2021)
561210FAC	UPS Customer Service Engineer (CSE) Three (3)-Phase Products Emergency Repairs Premium Time (Saturday 12:01AM – Sunday Midnight)	$471.54	Refer to Price List X-1 Time & Material Rate Schedule (June 2021)

SIN	Service Labor Category or Job Title/Task	GSA Price	Pricing Catalog
561210FAC	In-Shop Technician (Straight Time)	$134.71	PL02700001E (February 2022)
561210FAC	Field Service Technician (Straight Time)	$163.63	PL02700001E (February 2022)
561210FAC	Field Service Specialist (Straight Time)	$206.65	PL02700001E (February 2022)
561210FAC	Power Automation Specialist (Straight Time)	$273.65	PL02700001E (February 2022)
561210FAC	Special Consultant/Forensic Analysis (Straight Time)	$355.47	PL02700001E (February 2022)
561210FAC	CAD Technician (Straight Time)	$114.26	PL02700001E (February 2022)
561210FAC	Power System Engineer (Straight Time)	$273.65	PL02700001E (February 2022)
561210FAC	Construction manager (Straight Time)	$228.51	PL02700001E (February 2022)
561210FAC	Design engineer (Straight Time)	$228.51	PL02700001E (February 2022)
561210FAC	Scheduler (Straight Time)	$228.51	PL02700001E (February 2022)
561210FAC	Principal engineer (Straight Time)	$273.65	PL02700001E (February 2022)
561210FAC	Safety specialist (Straight Time)	$273.65	PL02700001E (February 2022)
561210FAC	Quality specialist (Straight Time)	$273.65	PL02700001E (February 2022)
561210FAC	Project Manager (Straight Time)	$273.65	PL02700001E (February 2022)
561210FAC	Excitation specialist (Straight Time)	$355.47	PL02700001E (February 2022)

SIN	Service Labor Category or Job Title/Task	GSA Price	Pricing Catalog
High Cost Area's (HCA) **For work performed in Puerto Rico, US Virgin Islands and the metropolitan areas of Los Angeles, CA; San Diego, CA; San Francisco, CA; Detroit, MI; Boston, MA; Chicago, IL; New York, NY; Seattle, WA; Philadelphia, PA** **(add 15% to each applicable rate classification)**			
561210FAC	In-Shop Technician (Straight Time)	$154.92	PL02700001E (February 2022)
561210FAC	Field Service Technician (Straight Time)	$188.17	PL02700001E (February 2022)
561210FAC	Field Service Specialist (Straight Time)	$237.65	PL02700001E (February 2022)
561210FAC	Power Automation Specialist (Straight Time)	$314.70	PL02700001E (February 2022)
561210FAC	Special Consultant/Forensic Analysis (Straight Time)	$408.79	PL02700001E (February 2022)
561210FAC	CAD Technician (Straight Time)	$131.40	PL02700001E (February 2022)
561210FAC	Power System Engineer (Straight Time)	$314.70	PL02700001E (February 2022)
561210FAC	Construction manager (Straight Time)	$262.79	PL02700001E (February 2022)
561210FAC	Design engineer (Straight Time)	$262.79	PL02700001E (February 2022)
561210FAC	Scheduler (Straight Time)	$262.79	PL02700001E (February 2022)
561210FAC	Principal engineer (Straight Time)	$314.70	PL02700001E (February 2022)
561210FAC	Safety specialist (Straight Time)	$314.70	PL02700001E (February 2022)
561210FAC	Quality specialist (Straight Time)	$314.70	PL02700001E (February 2022)
561210FAC	Project Manager (Straight Time)	$314.70	PL02700001E (February 2022)
561210FAC	Excitation specialist (Straight Time)	$408.79	PL02700001E (February 2022)

SIN	Service Labor Category or Job Title/Task	GSA Price
561210FAC	Foreman	$138.69
561210FAC	Electrician	$130.98
561210FAC	Apprentice	$83.82

SIN	Service Labor Category or Job Title/Task	GSA Price
High Cost Area's (HCA) **For work performed in Puerto Rico, US Virgin Islands and the metropolitan areas of Los Angeles, CA; San Diego, CA; San Francisco, CA; Detroit, MI; Boston, MA; Chicago, IL; New York, NY; Seattle, WA; Philadelphia, PA** **(add 15% to each applicable rate classification)**		
561210FAC	Foreman	$159.49
561210FAC	Electrician	$150.63
561210FAC	Apprentice	$96.39

SIN	Course Title	Course Length*	Minimum Participants	Maximum Participants	Traing Facility Eaton or Customer Facility or Both	GSA Price	Pricing Catalog
Training Courses							
561210FAC	Automatic Transfer Switch (ATS) Startup, Commissioning and Operation	4 days	6	12	Eaton ***or*** Customer Facility	$1,808.97	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Basic Electrical Testing	4 days	6	12	Eaton Facility	$1,808.97	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Basic Protective Relay Testing	5 days	6	12	Eaton ***or*** Customer Facility	$1,808.97	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Understanding and Overview of LV and MV Electrical Drawings	2.5 days	6	12	Eaton Facility	$1,355.59	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Electrical and Arc Flash Safety	1 days	6	20	Eaton ***or*** Customer Facility	$811.54	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Electrical Safety for the Qualified Worker	3 days	6	12	Eaton ***or*** Customer Facility	$1,351.06	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Hazardous Energy Control	3.5 days	6	12	Eaton ***or*** Customer Facility	$1,355.59	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Industrial Power Systems Analysis I	4.5 days	4	12	Eaton ***or*** Customer Facility	$1,808.97	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Industrial Power Systems Analysis II	3 days	4	12	Eaton ***or*** Customer Facility	$1,351.06	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Overcurrent Protection	3 days	6	12	Eaton ***or*** Customer Facility	$1,355.59	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Overvoltage Protection	2 days	6	12	Eaton Facility	$1,174.24	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Power Quality Monitoring and Analysis	2.5 days	4	12	Eaton Facility	$1,355.59	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Switchgear Maintenance	4 days	6	12	Eaton Facility	$1,808.97	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Transformer Startup and Maintenance	5 days	6	12	Eaton Facility	$1,808.97	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Arc-Flash Safety	.5 Day	6	20	Both	$448.84	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Power Xpert, PowerNet and PowerVision Basics	3.5 Day	4	12	Eaton Facility	$1,536.94	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Power Quality Lab Tour	2.0 Hours	6	30	Eaton Facility	$0.00	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Power Systems Solutions for Engineers	1 days	6	30	Eaton Facility	$226.69	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Power Systems Experience Center Tour	.5 day	6	30	Eaton Facility	$226.69	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Low-Voltage Motor Controllers and Motor Control Centers	4.5 days	4	12	Eaton Facility	$1,808.97	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Transformer Maintenance	1.0 day	6	12	Eaton Facility	$811.54	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)

SIN	Course Title	Course Length*	Minimum Participants	Maximum Participants	Traing Facility Eaton or Customer Facility or Both	GSA Price	Pricing Catalog
Training Courses							
561210FAC	Maintenance of Ampgard Motor Starters: LF, SJA and SLS	2.0 days	4	12	Eaton Facility	$1,174.24	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Maintenance of AC Motors	1.0 day	6	12	Eaton Facility	$811.54	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Maintenance of VAC-CLAD Switchgear and Type VCP-W Circuit Breakers	1.5 days	4	12	Eaton Facility	$1,174.24	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Maintenance of Liquid-Immersed Unit Substation Transformers	1 day	6	12	Eaton Facility	$811.54	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Maintenance of Dry-Type Unit Substation	8.0 hours	6	12	Eaton Facility	$811.54	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Operation and Maintenance of WLI and MVS Load Interrupter Switches	4.0 hours	6	12	Eaton Facility	$448.84	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Magnum DS Switchgear and Circuit Breakers	1 day	6	12	Eaton Facility	$811.54	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Operation and Functional Testing of Cutler-Hammer Digitrip Systems	.5 day	6	12	Eaton Facility	$448.84	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Using the MP3000 Motor Protection System	.5 day	6	12	Eaton Facility	$448.84	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Using Insulgard Partial-Discharge Monitoring Devices	1 day	6	12	Eaton Facility	$811.54	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Using Type S810-D IT Motor Starters	.5 day	6	12	Eaton Facility	$448.84	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Intelligent Technologies Motor Control Center Maintenance	1 day	6	12	Eaton Facility	$811.54	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Operation and Maintenance of Power Xpert PX4000/6000/8000 Meters	1 day	6	12	Eaton Facility	$811.54	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Operation and Maintenance of Freedom Motor-Control Centers	2 days	6	12	Eaton Facility	$1,174.24	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
Eaton Class 1 Low Voltage Reconditioning Allis-Chalmers			
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA600 Manually Operated Non-Fused Without any change to trip unit LA600WO/MN/1	$4,394.41	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA600 Manually Operated Fused Without any change to trip unit LA600WO/MF/1	$4,958.61	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA600 Electrically Operated Non-Fused Without any change to trip unit LA600WO/EN/1	$5,292.90	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA600 Electrically Operated Fused Without any change to trip unit LA600WO/EF/1	$5,804.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA600 Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA600W/MN/1	$7,278.18	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA600 Manually Operated Fused With 510 basic Digitrip and three sensors LA600W/MF/1	$7,842.38	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA600 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA600W/EN/1	$8,176.67	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA600 Electrically Operated Fused With 510 basic Digitrip and three sensors LA600W/EF/1	$8,688.68	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA1600 Manually Operated Non-Fused Without any change to trip unit LA1600WO/MN/1	$4,767.49	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA1600 Manually Operated Fused Without any change to trip unit LA1600WO/MF/1	$5,331.69	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA1600 Electrically Operated Non-Fused Without any change to trip unit LA1600WO/EN/1	$5,665.98	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA1600 Electrically Operated Fused Without any change to trip unit LA1600WO/EF/1	$6,177.99	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA1600 Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA1600W/MN/1	$7,762.69	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA1600 Manually Operated Fused Without any change to trip unit LA1600W/MF/1	$8,326.89	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA1600 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA1600W/EN/1	$8,661.18	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA1600 Electrically Operated Fused With 510 basic Digitrip and three sensors LA1600W/EF/1	$9,173.19	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA30000 Manually Operated Non-Fused Without any change to trip unit LA3000WO/MN/1	$6,285.19	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA3000 Manually Operated Fused Without any change to trip unit LA3000WO/MF/1	$6,849.39	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA3000 Electrically Operated Non-Fused Without any change to trip unit LA3000WO/EN/1	$7,183.68	PL02728001E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frameLA3000 Electrically Operated Fused Without any change to trip unit LA3000WO/EF/1	$7,695.69	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA3000 Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA3000W/MN/1	$9,447.53	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA3000 Manually Operated Fused With 510 basic Digitrip and three sensors LA3000W/MF/1	$10,011.73	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA3000 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA3000W/EN/1	$10,346.02	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA3000 Electrically Operated Fused With 510 basic Digitrip and three sensors LA3000W/EF/1	$10,858.03	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA3000A Manually Operated Non-Fused Without any change to trip unit LA3000AWO/MN/1	$6,285.19	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA3000A Manually Operated Fused Without any change to trip unit LA3000AWO/MF/1	$6,849.39	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA3000A Electrically Operated Non-Fused Without any change to trip unit LA3000AWO/EN/1	$7,183.68	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA3000A Electrically Operated Fused Without any change to trip unit LA3000AWO/EF/1	$7,695.69	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA3000A Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA3000AW/MN/1	$9,733.86	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frameLA3000A Manually Operated Fused With 510 basic Digitrip and three sensors LA3000AW/MF/1	$10,298.06	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA3000A Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA3000AW/EN/1	$10,632.35	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA3000 Electrically Operated Fused With 510 basic Digitrip and three sensors LA3000AW/EF/1	$11,144.36	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA25 Manually Operated Non-Fused Without any change to trip unit LA25WO/MN/1	$4,394.41	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA25 Manually Operated Fused Without any change to trip unit LA25WO/MF/1	$4,958.61	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA25 Electrically Operated Non-Fused Without any change to trip unit LA25WO/EN/1	$5,292.90	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA25 Electrically Operated Fused Without any change to trip unit LA25WO/EF/1	$5,804.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA25 Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA25W/MN/1	$7,446.73	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA25 Manually Operated Fused With 510 basic Digitrip and three sensors LA25W/MF/1	$8,010.93	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA25 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA25W/EN/1	$8,345.22	PL02728001E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA25 Electrically Operated Fused With 510 basic Digitrip and three sensors LA25W/EF/1	$8,857.23	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA50 Manually Operated Non-Fused Without any change to trip unit LA50WO/MN/1	$4,767.49	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA50 Manually Operated Fused Without any change to trip unit LA50WO/MF/1	$5,331.69	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA50 Electrically Operated Non-Fused Without any change to trip unit LA50WO/EN/1	$5,665.98	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA50 Electrically Operated Fused Without any change to trip unitLA50WO/EF/1	$6,177.99	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsLA50W/MN/1	$7,762.69	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA50 Manually Operated Fused With 510 basic Digitrip and three sensors LA50W/MF/1	$8,326.89	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA50W/EN/1	$8,661.18	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA50 Electrically Operated Fused With 510 basic Digitrip and three sensors LA50W/EF/1	$9,173.19	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA75 Manually Operated Non-Fused Without any change to trip unit LA75WO/MN/1	$6,285.19	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frameLA75 Manually Operated Fused Without any change to trip unit LA75WO/MF/1	$6,849.39	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA75 Electrically Operated Non-Fused Without any change to trip unit LA75WO/EN/1	$7,183.68	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA75 Electrically Operated Fused Without any change to trip unit LA75WO/EF/1	$7,695.69	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frameLA75 Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA75W/MN/1	$9,447.53	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA75 Manually Operated Fused With 510 basic Digitrip and three sensors LA75W/MF/1	$10,011.73	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA75W/EN/1	$10,346.02	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA75 Electrically Operated Fused With 510 basic Digitrip and three sensors LA75W/EF/1	$10,858.03	PL02728001E (Pg. 2)
Eaton Class 2 Low Voltage Reconditioning Allis-Chalmers			
561210FAC	Eaton Class 2 Reconditioning Allis-Chalmers Low Voltage Power Breaker frame LA600 Manually Operated Non-Fused Without any change to trip unit LA600WO/MN/2	$3,519.90	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA600 Manually Operated Fused Without any change to trip unit LA600WO/MF/2	$4,013.58	PL02728001E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA600 Electrically Operated Non-Fused Without any change to trip unit LA600WO/EN/2	$4,288.63	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA600 Electrically Operated Fused Without any change to trip unit LA600WO/EF/2	$4,665.93	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA600 Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA600W/MN/2	$6,388.15	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA600 Manually Operated Fused With 510 basic Digitrip and three sensors LA600W/MF/2	$6,881.83	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA600 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA600W/EN/2	$7,156.88	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA600 Electrically Operated Fused With 510 basic Digitrip and three sensors LA600W/EF/2	$7,534.19	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA1600 Manually Operated Non-Fused Without any change to trip unit LA1600WO/MN/2	$3,821.75	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA1600 Manually Operated Fused Without any change to trip unit LA1600WO/MF/2	$4,315.42	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA1600 Electrically Operated Non-Fused Without any change to trip unit LA1600WO/EN/2	$4,590.47	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA1600 Electrically Operated Fused Without any change to trip unit LA1600WO/EF/2	$4,967.78	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA1600 Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA1600W/MN/2	$6,778.16	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA1600 Manually Operated Fused Without any change to trip unit LA1600W/MF/2	$7,271.83	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA1600 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA1600W/EN/2	$7,546.88	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA1600 Electrically Operated Fused With 510 basic Digitrip and three sensors LA1600W/EF/2	$7,924.19	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA30000 Manually Operated Non-Fused Without any change to trip unit LA3000WO/MN/2	$5,022.09	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA3000 Manually Operated Fused Without any change to trip unit LA3000WO/MF/2	$5,515.76	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA3000 Electrically Operated Non-Fused Without any change to trip unit LA3000WO/EN/2	$5,790.81	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frameLA3000 Electrically Operated Fused Without any change to trip unit LA3000WO/EF/2	$6,168.12	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA3000 Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA3000W/MN/2	$8,128.71	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA3000 Manually Operated Fused With 510 basic Digitrip and three sensors LA3000W/MF/2	$8,622.39	PL02728001E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA3000 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA3000W/EN/2	$8,897.43	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA3000 Electrically Operated Fused With 510 basic Digitrip and three sensors LA3000W/EF/2	$9,274.74	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA3000A Manually Operated Non-Fused Without any change to trip unit LA3000AWO/MN/2	$5,022.09	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA3000A Manually Operated Fused Without any change to trip unit LA3000AWO/MF/2	$5,515.76	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA3000A Electrically Operated Non-Fused Without any change to trip unit LA3000AWO/EN/2	$5,790.81	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA3000A Electrically Operated Fused Without any change to trip unit LA3000AWO/EF/2	$6,168.12	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA3000A Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA3000AW/MN/2	$8,359.33	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frameLA3000A Manually Operated Fused With 510 basic Digitrip and three sensors LA3000AW/MF/2	$8,853.00	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA3000A Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsLA3000AW/EN/2	$9,128.05	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA3000 Electrically Operated Fused With 510 basic Digitrip and three sensors LA3000AW/EF/2	$9,505.36	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA25 Manually Operated Non-Fused Without any change to trip unit LA25WO/MN/2	$3,519.90	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA25 Manually Operated Fused Without any change to trip unit LA25WO/MF/2	$4,013.58	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA25 Electrically Operated Non-Fused Without any change to trip unit LA25WO/EN/2	$4,288.63	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA25 Electrically Operated Fused Without any change to trip unit LA25WO/EF/2	$4,665.93	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA25 Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA25W/MN/2	$6,467.85	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA25 Manually Operated Fused With 510 basic Digitrip and three sensors LA25W/MF/2	$6,961.52	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA25 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA25W/EN/2	$7,236.57	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA25 Electrically Operated Fused With 510 basic Digitrip and three sensors LA25W/EF/2	$7,613.88	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA50 Manually Operated Non-Fused Without any change to trip unit LA50WO/MN/2	$3,821.75	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA50 Manually Operated Fused Without any change to trip unit LA50WO/MF/2	$4,315.42	PL02728001E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA50 Electrically Operated Non-Fused Without any change to trip unit LA50WO/EN/2	$4,590.47	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA50 Electrically Operated Non-Fused Without any change to trip unit LA50WO/EF/2	$4,967.78	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA50 Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA50W/MN/2	$6,778.16	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA50 Manually Operated Fused With 510 basic Digitrip and three sensors LA50W/MF/2	$7,271.83	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA50W/EN/2	$7,546.88	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA50 Electrically Operated Fused With 510 basic Digitrip and three sensors LA50W/EF/2	$7,924.19	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA75 Manually Operated Non-Fused Without any change to trip unit LA75WO/MN/2	$5,022.09	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frameLA75 Manually Operated Fused Without any change to trip unit LA75WO/MF/2	$5,515.76	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA75 Electrically Operated Non-Fused Without any change to trip unit LA75WO/EN/2	$5,790.81	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA75 Electrically Operated Fused Without any change to trip unit LA75WO/EF/2	$6,168.12	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frameLA75 Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA75W/MN/2	$7,596.25	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA75 Manually Operated Fused With 510 basic Digitrip and three sensors LA75W/MF/2	$8,089.92	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA75W/EN/2	$8,364.97	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Allis-Chalmers Low Voltage Power Breaker frame LA75 Electrically Operated Fused With 510 basic Digitrip and three sensors LA75W/EF/2	$8,742.28	PL02728001E (Pg. 2)
Eaton Class 3 Low Voltage Reconditioning Allis-Chalmers			
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA600 Manually Operated Non-Fused Without any change to trip unit LA600WO/MN/3	$1,629.13	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA600 Manually Operated Fused Without any change to trip unit LA600WO/MF/3	$1,868.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA600 Electrically Operated Non-Fused Without any change to trip unit LA600WO/EN/3	$1,868.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA600 Electrically Operated Fused Without any change to trip unit LA600WO/EF/3	$1,971.17	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA600 Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA600W/MN/3	$4,918.41	PL02728001E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA600 Manually Operated Fused With 510 basic Digitrip and three sensors LA600W/MF/3	$5,158.20	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA600 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA600W/EN/3	$5,158.20	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA600 Electrically Operated Fused With 510 basic Digitrip and three sensors LA600W/EF/3	$5,260.46	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA1600 Manually Operated Non-Fused Without any change to trip unit LA1600WO/MN/3	$1,629.13	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA1600 Manually Operated Fused Without any change to trip unit LA1600WO/MF/3	$1,868.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA1600 Electrically Operated Non-Fused Without any change to trip unit LA1600WO/EN/3	$1,868.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA1600 Electrically Operated Fused Without any change to trip unit LA1600WO/EF/3	$1,971.17	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA1600 Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA1600W/MN/3	$5,057.35	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA1600 Manually Operated Fused Without any change to trip unit LA1600W/MF/3	$5,297.13	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA1600 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA1600W/EN/3	$5,297.13	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA1600 Electrically Operated Fused With 510 basic Digitrip and three sensors LA1600W/EF/3	$5,399.39	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA30000 Manually Operated Non-Fused Without any change to trip unit LA3000WO/MN/3	$1,629.13	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA3000 Manually Operated Fused Without any change to trip unit LA3000WO/MF/3	$1,868.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA3000 Electrically Operated Non-Fused Without any change to trip unit LA3000WO/EN/3	$1,868.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frameLA3000 Electrically Operated Fused Without any change to trip unit LA3000WO/EF/3	$1,971.17	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA3000 Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA3000W/MN/3	$5,149.03	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA3000 Manually Operated Fused With 510 basic Digitrip and three sensors LA3000W/MF/3	$5,388.82	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA3000 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA3000W/EN/3	$5,388.82	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA3000 Electrically Operated Fused With 510 basic Digitrip and three sensors LA3000W/EF/3	$5,491.08	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA3000A Manually Operated Non-Fused Without any change to trip unit LA3000AWO/MN/3	$1,629.13	PL02728001E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA3000A Manually Operated Fused Without any change to trip unit LA3000AWO/MF/3	$1,868.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA3000A Electrically Operated Non-Fused Without any change to trip unit LA3000AWO/EN/3	$1,868.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA3000A Electrically Operated Fused Without any change to trip unit LA3000AWO/EF/3	$1,971.17	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA3000A Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA3000AW/MN/3	$5,057.35	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frameLA3000A Manually Operated Fused With 510 basic Digitrip and three sensors LA3000AW/MF/3	$5,297.13	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA3000A Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA3000AW/EN/3	$5,297.13	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA3000 Electrically Operated Fused With 510 basic Digitrip and three sensors LA3000AW/EF/3	$5,399.39	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA25 Manually Operated Non-Fused Without any change to trip unitLA25WO/MN/3	$1,629.13	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA25 Manually Operated Fused Without any change to trip unit LA25WO/MF/3	$1,868.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA25 Electrically Operated Non-Fused Without any change to trip unit LA25WO/EN/3	$1,868.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA25 Electrically Operated Fused Without any change to trip unitLA25WO/EF/3	$1,971.17	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA25 Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA25W/MN/3	$5,057.35	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA25 Manually Operated Fused With 510 basic Digitrip and three sensors LA25W/MF/3	$5,297.13	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA25 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA25W/EN/3	$5,297.13	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA25 Electrically Operated Fused With 510 basic Digitrip and three sensors LA25W/EF/3	$5,399.39	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA50 Manually Operated Non-Fused Without any change to trip unit LA50WO/MN/3	$1,629.13	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA50 Manually Operated Fused Without any change to trip unit LA50WO/MF/3	$1,868.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA50 Electrically Operated Non-Fused Without any change to trip unit LA50WO/EN/3	$1,868.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA50 Electrically Operated Non-Fused Without any change to trip unit LA50WO/EF/3	$1,971.17	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA50 Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA50W/MN/3	$5,057.35	PL02728001E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA50 Manually Operated Fused With 510 basic Digitrip and three sensor LA50W/MF/3	$5,297.13	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA50W/EN/3	$5,297.13	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA50 Electrically Operated Fused With 510 basic Digitrip and three sensors LA50W/EF/3	$5,399.39	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA75 Manually Operated Non-Fused Without any change to trip unit LA75WO/MN/3	$1,629.13	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frameLA75 Manually Operated Fused Without any change to trip unit LA75WO/MF/3	$1,868.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA75 Electrically Operated Non-Fused Without any change to trip unit LA75WO/EN/3	$1,868.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA75 Electrically Operated Fused Without any change to trip unit LA75WO/EF/3	$1,971.17	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frameLA75 Manually Operated Non-Fused With 510 basic Digitrip and three sensors LA75W/MN/3	$5,057.35	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA75 Manually Operated Fused With 510 basic Digitrip and three sensors LA75W/MF/3	$5,297.13	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors LA75W/EN/3	$5,297.13	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Allis-Chalmers Low Voltage Power Breaker frame LA75 Electrically Operated Fused With 510 basic Digitrip and three sensors LA75W/EF/3	$5,399.39	PL02728001E (Pg. 2)
Eaton Class 1 Low Voltage Reconditioning GE			
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AE1-25 Manually Operated Non-Fused Without any change to trip unitAE1-25WO/MN/1	$4,036.15	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AE1-25 Electrically Operated Non-Fused Without any change to trip unitAE1-25WO/EN/1	$4,942.39	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AE1-25 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAE1-25W/MN/1	$6,674.49	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AE1-25 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAE1-25W/EN/1	$7,604.71	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK1-15 Manually Operated Non-Fused Without any change to trip unitAK1-15WO/MN/1	$3,813.99	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK1-15 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK1-15W/MN/1	$6,620.89	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK1-25 Manually Operated Non-Fused Without any change to trip unitAK1-25WO/MN/1	$4,036.15	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK1-25 Electrically Operated Non-Fused Without any change to trip unitAK1-25WO/EN/1	$4,986.12	PL02728001E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 GE Low Voltage Power Breaker frame AK1-25 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK1-25W/MN/1	$6,809.19	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK1-25 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK1-25W/EN/1	$7,739.41	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK1-50 Manually Operated Non-Fused Without any change to trip unitAK1-50WO/MN/1	$4,577.07	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK1-50 Electrically Operated Non-Fused Without any change to trip unitAK1-50WO/EN/1	$5,355.67	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK1-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK1-50W/MN/1	$7,333.89	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK1-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK1-50W/EN/1	$8,152.69	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK1-75 Manually Operated Non-Fused Without any change to trip unitAK1-75WO/MN/1	$5,832.42	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK1-75 Electrically Operated Non-Fused Without any change to trip unitAK1-75WO/EN/1	$6,658.27	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK1-75 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK1-75W/MN/1	$8,732.41	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK1-75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK1-75W/EN/1	$8,771.90	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK1-100 Manually Operated Non-Fused Without any change to trip unitAK1-100WO/MN/1	$5,832.42	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK1-100 Electrically Operated Non-Fused Without any change to trip unitAK1-100WO/EN/1	$6,658.27	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK1-100 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK1-100W/MN/1	$8,732.41	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK1-100 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK1-100W/EN/1	$8,771.90	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2-15 Manually Operated Non-Fused Without any change to trip unitAK2-15WO/MN/1	$4,290.74	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2-15 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK2-15W/MN/1	$6,976.33	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2A-15Manually Operated Non-Fused Without any change to trip unitAK2A-15WO/MN/1	$4,290.74	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2A-15 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK2A-15W/MN/1	$6,976.33	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2-25 Manually Operated Non-Fused Without any change to trip unitAK2-25WO/MN/1	$4,290.74	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2-25 Electrically Operated Non-Fused Without any change to trip unitAK2-25WO/EN/1	$5,005.86	PL02728001E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2-25 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK2-25W/MN/1	$6,976.33	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2-25Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK2-25W/EN/1	$7,754.93	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3-25 Manually Operated Non-Fused Without any change to trip unitAK3-25WO/MN/1	$4,290.74	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3-25 Electrically Operated Non-Fused Without any change to trip unitAK3-25WO/EN/1	$5,005.86	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3-25 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK3-25W/MN/1	$6,976.33	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3-25 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK3-25W/EN/1	$7,754.93	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2A-25 Manually Operated Non-Fused Without any change to trip unitAK2A-25WO/MN/1	$4,290.74	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2A-25 Electrically Operated Non-Fused Without any change to trip unitAK2A-25WO/EN/1	$5,005.86	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2A-25 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK2A-25W/MN/1	$6,976.33	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2A-25 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK2A-25W/EN/1	$7,754.93	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3A-25 Manually Operated Non-Fused Without any change to trip unitAK3A-25WO/MN/1	$4,290.74	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3A-25 Electrically Operated Non-Fused Without any change to trip unitAK3A-25WO/EN/1	$6,976.33	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3A-25 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK3A-25W/MN/1	$4,290.74	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3A-25 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK3A-25W/EN/1	$5,005.86	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2-50 Manually Operated Non-Fused Without any change to trip unitAK2-50WO/MN/1	$5,832.42	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2-50 Electrically Operated Non-Fused Without any change to trip unitAK2-50WO/EN/1	$6,658.27	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK2-50W/MN/1	$8,732.41	PL02728001E (Pg. 3)
561210FAC	GE Low Voltage Power Breaker frame AK2-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK2-50W/EN/1	$9,026.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3-50Manually Operated Non-Fused Without any change to trip unitAK3-50WO/MN/1	$5,832.42	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3-50 Electrically Operated Non-Fused Without any change to trip unitAK3-50WO/EN/1	$6,658.27	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK3-50W/MN/1	$8,732.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK3-50W/EN/1	$9,026.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2A-50 Manually Operated Non-Fused Without any change to trip unitAK2A-50WO/MN/1	$5,832.42	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2A-50 Electrically Operated Non-Fused Without any change to trip unitAK2A-50WO/EN/1	$6,658.27	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK2A-50W/MN/1	$8,732.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK2A-50W/EN/1	$9,026.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3A-50 Manually Operated Non-Fused Without any change to trip unitAK3A-50WO/MN/1	$5,832.42	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3A-50 Electrically Operated Non-Fused Without any change to trip unitAK3A-50WO/EN/1	$6,658.27	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK3A-50W/MN/1	$8,732.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK3A-50W/EN/1	$9,026.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU2-25 Manually Operated Fused Without any change to trip unitAKU2-25WO/MF/1	$4,946.62	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU2-25 Electrically Operated Fused Without any change to trip unitAKU2-25WO/EF/1	$5,900.12	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU2-25 Manually Operated Fused Without any change to trip unitAKU2-25W/MF/1	$7,604.71	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU2-25 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKU2-25W/EF/1	$8,533.53	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU3-25 Manually Operated Fused Without any change to trip unitAKU3-25WO/MF/1	$4,946.62	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU3-25 Electrically Operated Fused Without any change to trip unitAKU3-25WO/EF/1	$5,900.12	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU3-25 Manually Operated Fused Without any change to trip unitAKU3-25W/MF/1	$7,604.71	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU3-25 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKU3-25W/EF/1	$8,533.53	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU2A-25 Manually Operated Fused Without any change to trip unitAKU2A-25WO/MF/1	$4,946.62	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU2A-25 Electrically Operated Fused Without any change to trip unitAKU2A-25WO/EF/1	$5,900.12	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU2A-25 Manually Operated Fused Without any change to trip unitAKU2A-25W/MF/1	$7,604.71	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU2A-25 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKU2A-25W/EF/1	$8,533.53	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU3A-25 Manually Operated Fused Without any change to trip unitAKU3A-25WO/MF/1	$4,946.62	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU3A-25 Electrically Operated Fused Without any change to trip unitAKU3A-25WO/EF/1	$5,900.12	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU3A-25 Manually Operated Fused Without any change to trip unitAKU3A-25W/MF/1	$7,604.71	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU3A-25 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKU3A-25W/EF/1	$8,533.53	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU2-50 Manually Operated Fused Without any change to trip unit AKU2-50-50WO/MF/1	$4,989.64	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU2-50 Electrically Operated Fused Without any change to trip unit AKU2-50WO/EF/1	$6,618.77	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU2-50 Manually Operated Fused Without any change to trip unit AKU2-50W/MF/1	$7,970.03	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU2-50 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKU2-50W/EF/1	$9,375.59	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU3-50 Manually Operated Fused Without any change to trip unitAKU3-50WO/MF/1	$4,989.64	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU3-50 Electrically Operated Fused Without any change to trip unitAKU3-50WO/EF/1	$6,618.77	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU3-50 Manually Operated Fused Without any change to trip unitAKU3-50W/MF/1	$7,970.03	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU3-50 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKU3-50W/EF/1	$9,375.59	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU2A-50 Manually Operated Fused Without any change to trip unitAKU2A-50WO/MF/1	$4,989.64	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU2A-50 Electrically Operated Fused Without any change to trip unitAKU2A-50WO/EF/1	$6,618.77	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU2A-50 Manually Operated Fused Without any change to trip unitAKU2A-50W/MF/1	$7,970.03	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU2A-25 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKU2A-50W/EF/1	$9,375.59	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU3A-50 Manually Operated Fused Without any change to trip unitAKU3A-50WO/MF/1	$4,989.64	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU3A-50 Electrically Operated Fused Without any change to trip unitAKU3A-50WO/EF/1	$6,618.77	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU3A-50 Manually Operated Fused Without any change to trip unitAKU3A-50W/MF/1	$7,970.03	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKU3A-50 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKU3A-50W/EF/1	$9,375.59	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2-75 Manually Operated Non-Fused Without any change to trip unitAK2-75WO/MN/1	$5,832.42	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2-75 Electrically Operated Non-Fused Without any change to trip unitAK2-75WO/EN/1	$6,658.27	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2-75 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK2-75W/MN/1	$8,732.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2-75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK2-75W/EN/1	$9,026.49	PL02728001E (Pg. 3)
561210FAC	GE Low Voltage Power Breaker frame AK3-75Manually Operated Non-Fused Without any change to trip unitAK3-75WO/MN/1	$5,832.42	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3-75 Electrically Operated Non-Fused Without any change to trip unitAK3-75WO/EN/1	$6,658.27	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3-75 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK3-75W/MN/1	$8,732.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3-75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK3-75W/EN/1	$9,026.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2A-75 Manually Operated Non-Fused Without any change to trip unitAK2A-75WO/MN/1	$5,832.42	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2A-75 Electrically Operated Non-Fused Without any change to trip unitAK2A-75WO/EN/1	$6,658.27	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2A-75 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK2A-75W/MN/1	$8,732.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2A-75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK2A-75W/EN/1	$9,026.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3A-75 Manually Operated Non-Fused Without any change to trip unitAK3A-75WO/MN/1	$5,832.42	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3A-75 Electrically Operated Non-Fused Without any change to trip unitAK3A-75WO/EN/1	$6,658.27	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3A-75 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK3A-75W/MN/1	$8,732.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3A-75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK3A-75W/EN/1	$9,026.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2-100 Manually Operated Non-Fused Without any change to trip unitAK2-100WO/MN/1	$5,832.42	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2-100 Electrically Operated Non-Fused Without any change to trip unitAK2-100WO/EN/1	$6,658.27	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2-100 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK2-100W/MN/1	$8,732.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2-100 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK2-100W/EN/1	$9,026.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3-100 Manually Operated Non-Fused Without any change to trip unitAK3-100WO/MN/1	$5,832.42	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3-100 Electrically Operated Non-Fused Without any change to trip unitAK3-100WO/EN/1	$6,658.27	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3-100 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK3-100W/MN/1	$8,732.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3-100 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK3-100W/EN/1	$9,026.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2A-100 Manually Operated Non-Fused Without any change to trip unitAK2A-100WO/MN/1	$5,832.42	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2A-100 Electrically Operated Non-Fused Without any change to trip unitAK2A-100WO/EN/1	$6,658.27	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2A-100 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK2A-100W/MN/1	$8,732.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK2A-100 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK2A-100W/EN/1	$9,026.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3A-100 Manually Operated Non-Fused Without any change to trip unitAK3A-100WO/MN/1	$5,832.42	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3A-100 Electrically Operated Non-Fused Without any change to trip unitAK3A-100WO/EN/1	$6,658.27	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3A-100 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK3A-100W/MN/1	$8,732.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AK3A-100 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK3A-100W/EN/1	$9,026.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKJ-50 Manually Operated Non-Fused Without any change to trip unitAKJ-50WO/MN/1	$4,441.66	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKJ-50 Electrically Operated Non-Fused Without any change to trip unitAKJ-50WO/EN/1	$5,355.67	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKT2A-50 Manually Operated Non-Fused Without any change to trip unitAKT2A-50WO/MN/1	$4,441.66	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKT2A-50 Electrically Operated Non-Fused Without any change to trip unitAKT2A-50WO/EN1	$5,355.67	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKT2A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKT2A-50W/MN/1	$7,182.97	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKT2A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKT2A-50W/EN/1	$8,152.69	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Manually Operated Non-Fused Without any change to trip unit AKR4A-30WO/MN/1	$4,115.84	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Manually Operated Fused Without any change to trip unitAKR4A-30WO/MF/1	$5,518.58	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Electrically Operated Non-Fused Without any change to trip unitAKR4A-30WO/EN/1	$5,936.09	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Electrically Operated Fused Without any change to trip unitAKR4A-30WO/EF/1	$6,508.05	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR4A-30W/MN/1	$6,809.19	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Manually Operated Fused With 510 basic Digitrip and three sensorsAKR4A-30W/MF/1	$8,660.47	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR4A-30W/EN/1	$9,058.23	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKR4A-30W/EF/1	$9,613.97	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 LA1600 Manually Operated Non-Fused Without any change to trip unitAKR5A-30WO/MN/1	$4,115.84	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 Manually Operated Fused Without any change to trip unitAKR5A-30WO/MF/1	$5,518.58	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 Electrically Operated Non-Fused Without any change to trip unitAKR5A-30WO/EN/1	$5,936.09	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 Electrically Operated Fused Without any change to trip unitAKR5A-30WO/EF/1	$6,508.05	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR5A-30W/MN/1	$6,809.19	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 Manually Operated Fused Without any change to trip unitAKR5A-30W/MF/1	$8,660.47	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR5A-30W/EN/1	$9,058.23	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKR5A-30W/EF/1	$9,613.97	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Manually Operated Non-Fused Without any change to trip unitAKR4A-50WO/MN/1	$4,521.36	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Manually Operated Fused Without any change to trip unitAKR4A-50WO/MF/1	$5,927.63	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Electrically Operated Non-Fused Without any change to trip unitAKR4A-50WO/EN/1	$6,333.85	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Electrically Operated Fused Without any change to trip unitAKR4A-50WO/EF/1	$6,912.86	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR4A-50W/MN/1	$7,223.17	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Manually Operated Fused With 510 basic Digitrip and three sensorsAKR4A-50W/MF/1	$8,827.61	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR4A-50W/EN/1	$9,479.27	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKR4A-50W/EF/1	$10,027.95	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Manually Operated Non-Fused Without any change to trip unitAKR5A-50WO/MN/1	$4,521.36	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Manually Operated Fused Without any change to trip unitAKR5A-50WO/MF/1	$5,927.63	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Electrically Operated Non-Fused Without any change to trip unitAKR5A-50WO/EN/1	$6,333.85	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Electrically Operated Fused Without any change to trip unitAKR5A-50WO/EF/1	$6,912.86	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR5A-50W/MN/1	$7,223.17	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Manually Operated Fused With 510 basic Digitrip and three sensorsAKR5A-50W/MF/1	$8,827.61	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR5A-50W/EN/1	$9,479.27	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKR5A-50W/EF/1	$10,027.95	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Manually Operated Non-Fused Without any change to trip unitAKRT4A-50WO/MN/1	$4,656.06	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Manually Operated Fused Without any change to trip unitAKRT4A-50WO/MF/1	$5,760.48	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Electrically Operated Non-Fused Without any change to trip unitAKRT4A-50WO/EN/1	$6,340.90	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Electrically Operated Fused Without any change to trip unitAKRT4A-50WO/EF/1	$6,626.53	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKRT4A-50W/MN/1	$7,310.62	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Manually Operated Fused With 510 basic Digitrip and three sensorsAKRT4A-50W/MF/1	$9,225.38	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKRT4A-50W/EN/1	$9,479.27	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKRT4A-50W/EF/1	$10,131.62	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Manually Operated Non-Fused Without any change to trip unitAKRT5A-50WO/MN/1	$4,656.06	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Manually Operated Fused Without any change to trip unitAKRT5A-50WO/MF/1	$5,760.48	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Electrically Operated Non-Fused Without any change to trip unitAKRT5A-50WO/EN/1	$6,340.90	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Electrically Operated Fused Without any change to trip unitAKRT5A-50WO/EF/1	$6,626.53	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKRT5A-50W/MN/1	$7,310.62	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Manually Operated Fused With 510 basic Digitrip and three sensorsAKRT5A-50W/MF/1	$9,225.38	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKRT5A-50W/EN/1	$9,479.27	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Electrically Operated Fused With 510 basic Digitrip and three sensors AKRT5A-50W/EF/1	$10,131.62	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Manually Operated Non-Fused Without any change to trip unit AKR7D-30WO/MN/1	$4,298.50	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Manually Operated Fused Without any change to trip unit AKR7D-30WO/MF/1	$5,275.98	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Electrically Operated Non-Fused Without any change to trip unit AKR7D-30WO/EN/1	$5,927.63	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Electrically Operated Fused Without any change to trip unit AKR7D-30WO/EF/1	$6,301.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AKR7D-30W/MN/1	$7,095.52	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Manually Operated Fused With 510 basic Digitrip and three sensors AKR7D-30W/MF/1	$8,780.36	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AKR7D-30W/EN/1	$9,702.12	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Electrically Operated Fused With 510 basic Digitrip and three sensors AKR7D-30W/EF/1	$10,106.94	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30 Manually Operated Non-Fused Without any change to trip unit AKR-8D-30WO/MN/1	$4,298.50	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30 Manually Operated Fused Without any change to trip unit AKR-8D-30WO/MF/1	$5,275.98	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30 Electrically Operated Non-Fused Without any change to trip unit AKR-8D-30WO/EN/1	$5,927.63	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30 Electrically Operated Fused Without any change to trip unit AKR-8D-30WO/EF/1	$6,301.41	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AKR-8D-30W/MN/1	$7,095.52	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30Manually Operated Fused With 510 basic Digitrip and three sensors AKR-8D-30W/MF/1	$8,780.36	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AKR-8D-30W/EN/1	$9,702.12	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30 Electrically Operated Fused With 510 basic Digitrip and three sensors AKR-8D-30W/EF/1	$10,106.94	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Manually Operated Non-Fused Without any change to trip unit AKR7D-30SWO/MN/1	$4,298.50	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30S Manually Operated Fused Without any change to trip unit AKR7D-30SWO/MF/1	$5,275.98	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30S Electrically Operated Non-Fused Without any change to trip unit AKR7D-30SWO/EN/1	$5,927.63	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30S Electrically Operated Fused Without any change to trip unit AKR7D-30SWO/EF/1	$6,301.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30S Manually Operated Non-Fused With 510 basic Digitrip and three sensors AKR7D-30SW/MN/1	$7,095.52	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30S Manually Operated Fused With 510 basic Digitrip and three sensors AKR7D-30SW/MF/1	$8,780.36	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30S Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AKR7D-30SW/EN/1	$9,702.12	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30S Electrically Operated Fused With 510 basic Digitrip and three sensors AKR7D-30SW/EF/1	$10,106.94	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frameAKR-8D-30S Manually Operated Non-Fused Without any change to trip unit AKR-8D-30SWO/MN/1	$4,298.50	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30S Manually Operated Fused Without any change to trip unit AKR-8D-30SWO/MF/1	$5,275.98	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30S Electrically Operated Non-Fused Without any change to trip unit AKR-8D-30SWO/EN/1	$5,927.63	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30S Electrically Operated Fused Without any change to trip unit AKR-8D-30SWO/EF/1	$6,301.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30S Manually Operated Non-Fused With 510 basic Digitrip and three sensors AKR-8D-30SW/MN/1	$7,095.52	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30S Manually Operated Fused With 510 basic Digitrip and three sensors AKR-8D-30SW/MF/1	$8,780.36	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30S Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-30SW/EN/1	$9,702.12	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30S Electrically Operated Fused With 510 basic Digitrip and three sensors AKR-8D-30SW/EF/1	$10,106.94	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50Manually Operated Non-Fused Without any change to trip unitAKR-8D-50WO/MN/1	$4,521.36	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50 Manually Operated Fused Without any change to trip unitAKR-8D-50WO/MF/1	$6,074.32	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50 Electrically Operated Non-Fused Without any change to trip unitAKR-8D-50WO/EN/1	$6,340.90	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50 Electrically Operated Fused Without any change to trip unitAKR-8D-50WO/EF/1	$6,912.86	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-50W/MN/1	$7,223.17	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50 Manually Operated Fused With 510 basic Digitrip and three sensorsAKR-8D-50W/MF/1	$8,827.61	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-50W/EN/1	$9,479.27	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKR-8D-50W/EF/1	$10,027.95	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Manually Operated Non-Fused Without any change to trip unitAKR-8D-50HWO/MN/1	$4,521.36	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Manually Operated Fused Without any change to trip unitAKR-8D-50HWO/MF/1	$6,074.32	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Electrically Operated Non-Fused Without any change to trip unitAKR-8D-50HWO/EN/1	$6,340.90	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Electrically Operated Fused Without any change to trip unitAKR-8D-50HWO/EF/1	$6,912.86	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-50HW/MN/1	$7,223.17	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Manually Operated Fused With 510 basic Digitrip and three sensorsAKR-8D-50HW/MF/1	$8,827.61	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-50HW/EN/1	$9,479.27	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Electrically Operated Fused With 510 basic Digitrip and three sensorsAKR-8D-50HW/EF/1	$10,027.95	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-75 Manually Operated Non-Fused Without any change to trip unitAKR-8D-75WO/MN/1	$7,532.78	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-75 Electrically Operated Non-Fused Without any change to trip unitAKR-8D-75WO/EN/1	$8,771.90	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-75 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-75W/MN/1	$11,410.24	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-75W/EN/1	$12,372.20	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-100Manually Operated Non-Fused Without any change to trip unitAKR-8D-100WO/MN/1	$6,587.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-100 Electrically Operated Non-Fused Without any change to trip unitAKR-8D-100WO/EN/1	$7,787.37	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-100 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-100W/MN/1	$10,099.18	PL02728001E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-100 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-100W/EN/1	$10,949.01	PL02728001E (Pg. 3)
Eaton Class 2 Low Voltage Reconditioning GE			
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AE1-25 Manually Operated Non-Fused Without any change to trip unitAE1-25WO/MN/2	$3,225.81	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AE1-25 Electrically Operated Non-Fused Without any change to trip unitAE1-25WO/EN/2	$3,957.16	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AE1-25 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAE1-25W/MN/2	$5,880.37	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AE1-25 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAE1-25W/EN/2	$6,626.53	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK1-15 Manually Operated Non-Fused Without any change to trip unitAK1-15WO/MN/2	$3,050.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning Eaton Class 2 Reconditioning E Low Voltage Power Breaker frame AK1-15 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK1-15W/MN/2	$5,704.77	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK1-25 Manually Operated Non-Fused Without any change to trip unitAK1-25WO/MN/2	$3,225.81	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK1-25 Electrically Operated Non-Fused Without any change to trip unitAK1-25WO/EN/2	$3,957.16	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK1-25 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK1-25W/MN/2	$5,991.10	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK1-25 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK1-25W/EN/2	$6,733.73	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK1-50 Manually Operated Non-Fused Without any change to trip unitAK1-50WO/MN/2	$3,742.76	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK1-50 Electrically Operated Non-Fused Without any change to trip unitAK1-50WO/EN/2	$4,362.68	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK1-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK1-50W/MN/2	$6,491.83	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK1-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK1-50W/EN/2	$7,151.24	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK1-75 Manually Operated Non-Fused Without any change to trip unitAK1-75WO/MN/2	$4,744.22	PL02728001E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK1-75 Electrically Operated Non-Fused Without any change to trip unitAK1-75WO/EN/2	$5,403.63	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK1-75 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK1-75W/MN/2	$7,611.76	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK1-75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK1-75W/EN/2	$7,850.14	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK1-100 Manually Operated Non-Fused Without any change to trip unitAK1-100WO/MN/2	$4,744.22	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK1-100 Electrically Operated Non-Fused Without any change to trip unitAK1-100WO/EN/2	$5,403.63	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK1-100 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK1-100W/MN/2	$7,611.76	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK1-100 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK1-100W/EN/2	$7,850.14	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2-15 Manually Operated Non-Fused Without any change to trip unitAK2-15WO/MN/2	$3,424.69	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2-15 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK2-15W/MN/2	$6,269.67	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2A-15 Manually Operated Non-Fused Without any change to trip unit AK2A-15WO/MN/2	$3,424.69	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2A-15 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK2A-15W/MN/2	$6,269.67	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2-25 Manually Operated Non-Fused Without any change to trip unitAK2-25WO/MN/2	$3,424.69	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2-25 Electrically Operated Non-Fused Without any change to trip unitAK2-25WO/EN/2	$4,195.53	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2-25 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK2-25W/MN/2	$6,269.67	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2-25Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK2-25W/EN/2	$6,960.82	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3-25 Manually Operated Non-Fused Without any change to trip unitAK3-25WO/MN/2	$3,424.69	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3-25 Electrically Operated Non-Fused Without any change to trip unitAK3-25WO/EN/2	$4,195.53	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3-25 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK3-25W/MN/2	$6,269.67	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3-25 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK3-25W/EN/2	$6,960.82	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2A-25 Manually Operated Non-Fused Without any change to trip unitAK2A-25WO/MN/2	$3,424.69	PL02728001E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2A-25 Electrically Operated Non-Fused Without any change to trip unitAK2A-25WO/EN/2	$4,195.53	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2A-25 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK2A-25W/MN/2	$6,269.67	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2A-25 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK2A-25W/EN/2	$6,960.82	PL02728001E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Eaton Class 2 Reconditioning AK3A-25WO/MN/2	$3,424.69	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3A-25 Electrically Operated Non-Fused Without any change to trip unitAK3A-25WO/EN/2	$4,195.53	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3A-25 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK3A-25W/MN/2	$6,269.67	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning Low Voltage Power Breaker frame AK3A-25 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK3A-25W/EN/2	$6,960.82	PL02728001E (Pg. 2)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2-50 Manually Operated Non-Fused Without any change to trip unitAK2-50WO/MN/2	$4,744.22	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 GE Low Voltage Power Breaker frame AK2-50Electrically Operated Non-Fused Without any change to trip unitAK2-50WO/EN/2	$5,403.63	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK2-50W/MN/2	$7,611.76	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK2-50W/EN/2	$7,850.14	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3-50Manually Operated Non-Fused Without any change to trip unitAK3-50WO/MN/2	$4,744.22	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3-50 Electrically Operated Non-Fused Without any change to trip unitAK3-50WO/EN/2	$5,403.63	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK3-50W/MN/2	$7,611.76	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK3-50W/EN/2	$7,850.14	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2A-50 Manually Operated Non-Fused Without any change to trip unitAK2A-50WO/MN/2	$4,744.22	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2A-50 Electrically Operated Non-Fused Without any change to trip unitAK2A-50WO/EN/2	$5,403.63	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK2A-50W/MN/2	$7,611.76	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 GE Low Voltage Power Breaker frame AK2A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK2A-50W/EN/2	$7,850.14	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning Low Voltage Power Breaker frame AK3A-50 Manually Operated Non-Fused Without any change to trip unitAK3A-50WO/MN/2	$4,744.22	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3A-50 Electrically Operated Non-Fused Without any change to trip unitAK3A-50WO/EN/2	$5,403.63	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK3A-50W/MN/2	$7,611.76	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK3A-50W/EN/2	$7,850.14	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU2-25 Manually Operated Fused Without any change to trip unitAKU2-25WO/MF/2	$3,957.16	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU2-25 Electrically Operated Fused Without any change to trip unitAKU2-25WO/EF/2	$5,514.35	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU2-25 Manually Operated Fused Without any change to trip unitAKU2-25W/MF/2	$6,626.53	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU2-25 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKU2-25W/EF/2	$7,369.86	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU3-25 Manually Operated Fused Without any change to trip unitAKU3-25WO/MF/2	$3,957.16	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU3-25 Electrically Operated Fused Without any change to trip unitAKU3-25WO/EF/2	$5,514.35	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU3-25 Manually Operated Fused Without any change to trip unitAKU3-25W/MF/2	$6,626.53	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU3-25 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKU3-25W/EF/2	$7,369.86	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU2A-25 Manually Operated Fused Without any change to trip unitAKU2A-25WO/MF/2	$3,957.16	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU2A-25 Electrically Operated Fused Without any change to trip unitAKU2A-25WO/EF/2	$5,514.35	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU2A-25 Manually Operated Fused Without any change to trip unitAKU2A-25W/MF/2	$6,626.53	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU2A-25 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKU2A-25W/EF/2	$7,369.86	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU3A-25 Manually Operated Fused Without any change to trip unitAKU3A-25WO/MF/2	$3,957.16	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU3A-25 Electrically Operated Fused Without any change to trip unitAKU3A-25WO/EF/2	$5,514.35	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU3A-25 Manually Operated Fused Without any change to trip unitAKU3A-25W/MF/2	$6,626.53	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU3A-25 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKU3A-25W/EF/2	$7,369.86	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU2-50 Manually Operated Fused Without any change to trip unit AKU2-50 WO/MF/2	$3,993.13	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frameAKU2-50 Electrically Operated Fused Without any change to trip unit AKU2-50 WO/EF/2	$5,299.95	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU2A-50 Manually Operated Fused Without any change to trip unit AKU2-50 W/MF/2	$6,912.86	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU2-50 Electrically Operated Fused With 510 basic Digitrip and three sensors AKU2-50W/EF/2	$8,041.26	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3A-50 Manually Operated Fused Without any change to trip unit AK3A-50WO/MF/2	$3,993.13	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3A-50 Electrically Operated Fused Without any change to trip unit AK3A-50WO/EF/2	$5,299.95	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3A-50 Manually Operated Fused Without any change to trip unit AK3A-50W/MF/2	$6,912.86	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3A-50 Electrically Operated Fused With 510 basic Digitrip and three sensors AK3A-50W/EF/2	$8,041.26	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU2A-50 Manually Operated Fused Without any change to trip unitAKU2A-50WO/MF/2	$3,993.13	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU2A-50 Electrically Operated Fused Without any change to trip unitAKU2A-50WO/EF/2	$5,299.95	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU2A-50 Manually Operated Fused Without any change to trip unitAKU2A-50W/MF/2	$6,912.86	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU2A-25 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKU2A-50W/EF/2	$8,041.26	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU3A-50 Manually Operated Fused Without any change to trip unitAKU3A-50WO/MF/2	$3,993.13	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU3A-50 Electrically Operated Fused Without any change to trip unitAKU3A-50WO/EF/2	$5,299.95	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU3A-50 Manually Operated Fused Without any change to trip unitAKU3A-50W/MF/2	$6,912.86	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKU3A-50 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKU3A-50W/EF/2	$8,041.26	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2-75 Manually Operated Non-Fused Without any change to trip unitAK2-75WO/MN/2	$4,744.22	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2-75 Electrically Operated Non-Fused Without any change to trip unitAK2-75WO/EN/2	$5,403.63	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2-75 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK2-75W/MN/2	$7,611.76	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2-75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK2-75W/EN/2	$7,850.14	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3-75Manually Operated Non-Fused Without any change to trip unitAK3-75WO/MN/2	$4,744.22	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3-75 Electrically Operated Non-Fused Without any change to trip unitAK3-75WO/EN/2	$5,403.63	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3-75 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK3-75W/MN/2	$7,611.76	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3-75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK3-75W/EN/2	$7,850.14	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2A-75 Manually Operated Non-Fused Without any change to trip unitAK2A-75WO/MN/2	$4,744.22	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2A-75 Electrically Operated Non-Fused Without any change to trip unitAK2A-75WO/EN/2	$5,403.63	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2A-75 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK2A-75W/MN/2	$7,611.76	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2A-75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK2A-75W/EN/2	$7,850.14	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3A-75 Manually Operated Non-Fused Without any change to trip unitAK3A-75WO/MN/2	$4,744.22	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3A-75 Electrically Operated Non-Fused Without any change to trip unitAK3A-75WO/EN/2	$5,403.63	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3A-75 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK3A-75W/MN/2	$7,611.76	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3A-75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK3A-75W/EN/2	$7,850.14	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2-100 Manually Operated Non-Fused Without any change to trip unitAK2-100WO/MN/2	$4,744.22	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2-100 Electrically Operated Non-Fused Without any change to trip unitAK2-100WO/EN/2	$5,403.63	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2-100 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK2-100W/MN/2	$7,611.76	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2-100 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK2-100W/EN/2	$7,850.14	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3-100 Manually Operated Non-Fused Without any change to trip unitAK3-100WO/MN/2	$4,744.22	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3-100 Electrically Operated Non-Fused Without any change to trip unitAK3-100WO/EN/2	$5,403.63	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3-100 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK3-100W/MN/2	$7,611.76	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3-100 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK3-100W/EN/2	$7,850.14	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2A-100Manually Operated Non-Fused Without any change to trip unit AK2A-100WO/MN/2	$4,744.22	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2A-100A Electrically Operated Non-Fused Without any change to trip unit AK2A-100AWO/EN/2	$5,403.63	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2-100A Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK2A-100W/MN/2	$7,611.76	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK2A-100 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK2A-100W/EN/2	$7,850.14	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3A-100 Manually Operated Non-Fused Without any change to trip unitAK3A-100WO/MN/2	$4,744.22	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3A-100 Electrically Operated Non-Fused Without any change to trip unitAK3A-100WO/EN/2	$5,403.63	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3A-100 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAK3A-100W/MN/2	$7,611.76	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AK3A-100 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK3A-100W/EN/2	$7,850.14	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKJ-50 Manually Operated Non-Fused Without any change to trip unitAKJ-50WO/MN/2	$3,639.09	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKJ-50 Electrically Operated Non-Fused Without any change to trip unitAKJ-50WO/EN/2	$4,362.68	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKT2A-50 Manually Operated Non-Fused Without any change to trip unitAKT2A-50WO/MN/2	$3,639.09	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKT2A-50 Electrically Operated Non-Fused Without any change to trip unitAKT2A-50WO/EN2	$4,362.68	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKT2A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKT2A-50W/MN/2	$6,366.29	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKT2A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKT2A-50W/EN/2	$7,151.24	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Manually Operated Non-Fused Without any change to trip unitAKR4A-30WO/MN/2	$3,289.29	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Electrically Operated Fused Without any change to trip unitAKR4A-30WO/EF/2	$4,747.74	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR4A-30W/MN/2	$5,991.10	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR4A-30W/EN/2	$7,834.62	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 LA1600 Manually Operated Non-Fused Without any change to trip unitAKR5A-30WO/MN/2	$3,289.29	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 Electrically Operated Non-Fused Without any change to trip unitAKR5A-30WO/EN/2	$4,747.74	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR5A-30W/MN/2	$5,991.10	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR5A-30W/EN/2	$7,834.62	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Manually Operated Non-Fused Without any change to trip unitAKR4A-50WO/MN/2	$3,702.56	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Electrically Operated Non-Fused Without any change to trip unitAKR4A-50WO/EN/2	$5,156.79	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR4A-50W/MN/2	$6,404.38	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR4A-50W/EN/2	$8,247.90	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Manually Operated Non-Fused Without any change to trip unitAKR5A-50WO/MN/2	$3,702.56	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Electrically Operated Non-Fused Without any change to trip unitAKR5A-50WO/EN/2	$5,156.79	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR5A-50W/MN/2	$6,404.38	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR5A-50W/EN/2	$8,247.90	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Manually Operated Non-Fused Without any change to trip unitAKRT4A-50WO/MN/2	$3,806.23	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Electrically Operated Non-Fused Without any change to trip unitAKRT4A-50WO/EN/2	$5,156.79	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKRT4A-50W/MN/2	$6,475.61	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKRT4A-50W/EN/2	$8,247.90	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Manually Operated Non-Fused Without any change to trip unitAKRT5A-50WO/MN/2	$3,806.23	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Electrically Operated Non-Fused Without any change to trip unitAKRT5A-50WO/EN/2	$5,156.79	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKRT5A-50W/MN/2	$6,475.61	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKRT5A-50W/EN/2	$8,247.90	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Manually Operated Non-Fused Without any change to trip unit AKR7D-30WO/MN/2	$3,519.90	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Electrically Operated Non-Fused Without any change to trip unit AKR7D-30WO/EN/2	$4,823.20	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AKR7D-30W/MN/2	$6,301.41	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AKR7D-30W/EN/2	$8,391.06	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Manually Operated Non-Fused Without any change to trip unitAKR-8D-30WO/MN/2	$3,519.90	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30 Electrically Operated Non-Fused Without any change to trip unitAKR-8D-30WO/EN/2	$4,823.20	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-30W/MN/2	$6,301.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-30W/EN/2	$8,391.06	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30S Manually Operated Non-Fused Without any change to trip unitAKR7D-30SWO/MN/2	$3,519.90	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30S Electrically Operated Non-Fused Without any change to trip unitAKR7D-30SWO/EN/2	$4,823.20	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30S Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR7D-30SW/MN/2	$6,301.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30S Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR7D-30SW/EN/2	$8,391.06	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30S Manually Operated Non-Fused Without any change to trip unit AKR-8D-30SWO/MN/2	$3,519.90	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frameAKR-8D-30S Electrically Operated Non-Fused Without any change to trip unit AKR-8D-30SWO/EN/2	$4,823.20	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frameAKR-8D-30S Manually Operated Non-Fused With 510 basic Digitrip and three sensors AKR-8D-30S W/MN/2	$6,301.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30S Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AKR-8D-30SW/EN/2	$8,391.06	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50Manually Operated Non-Fused Without any change to trip unitAKR-8D-50WO/MN/2	$3,702.56	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50 Electrically Operated Non-Fused Without any change to trip unitAKR-8D-50WO/EN/2	$5,156.79	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-50W/MN/2	$6,404.38	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-50W/EN/2	$8,208.40	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Manually Operated Non-Fused Without any change to trip unitAKR-8D-50HWO/MN/2	$3,702.56	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Electrically Operated Non-Fused Without any change to trip unitAKR-8D-50HWO/EN/2	$5,156.79	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-50HW/MN/2	$6,404.38	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-50HW/EN/2	$8,208.40	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-75 Manually Operated Non-Fused Without any change to trip unitAKR-8D-75WO/MN/2	$6,357.12	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-75 Electrically Operated Non-Fused Without any change to trip unitAKR-8D-75WO/EN/2	$7,119.50	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-75 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-75W/MN/2	$9,765.60	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-75W/EN/2	$10,544.19	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-100Manually Operated Non-Fused Without any change to trip unitAKR-8D-100WO/MN/2	$5,364.13	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-100 Electrically Operated Non-Fused Without any change to trip unitAKR-8D-100WO/EN/2	$6,324.68	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-100 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-100W/MN/2	$8,716.18	PL02728001E (Pg. 3)
561210FAC	Eaton Class 2 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-100 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-100W/EN/2	$9,408.04	PL02728001E (Pg. 3)
Eaton Class 3 Low Voltage Reconditioning GE			
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AE1-25 Manually Operated Non-Fused Without any change to trip unit AE1-25WO/MN/3	$1,756.07	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AE1-25 Electrically Operated Non-Fused Without any change to trip unit AE1-25WO/EN/3	$1,859.04	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AE1-25 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AE1-25W/MN/3	$4,767.49	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AE1-25 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AE1-25W/EN/3	$4,989.64	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK1-15 Manually Operated Non-Fused Without any change to trip unit AK1-15WO/MN/3	$1,597.39	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK1-15 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK1-15W/MN/3	$4,767.49	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK1-25 Manually Operated Non-Fused Without any change to trip unit AK1-25WO/MN/3	$1,597.39	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK1-25 Electrically Operated Non-Fused Without any change to trip unit AK1-25WO/EN/3	$1,859.04	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK1-25 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK1-25W/MN/3	$5,125.76	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK1-25 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK1-25W/EN/3	$5,347.91	PL02728001E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK1-50 Manually Operated Non-Fused Without any change to trip unit AK1-50WO/MN/3	$1,597.39	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK1-50 Electrically Operated Non-Fused Without any change to trip unit AK1-50WO/EN/3	$1,859.04	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK1-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK1-50W/MN/3	$4,902.19	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK1-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK1-50W/EN/3	$5,077.80	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK1-75 Manually Operated Non-Fused Without any change to trip unit AK1-75WO/MN/3	$1,597.39	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK1-75 Electrically Operated Non-Fused Without any change to trip unit AK1-75WO/EN/3	$1,859.04	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK1-75 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK1-75W/MN/3	$4,989.64	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK1-75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK1-75W/EN/3	$5,212.50	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK1-100 Manually Operated Non-Fused Without any change to trip unit AK1-100WO/MN/3	$1,597.39	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK1-100 Electrically Operated Non-Fused Without any change to trip unit AK1-100WO/EN/3	$1,859.04	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK1-100 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK1-100W/MN/3	$4,989.64	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK1-100 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK1-100W/EN/3	$5,212.50	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2-15 Manually Operated Non-Fused Without any change to trip unit AK2-15WO/MN/3	$1,597.39	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2-15 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK2-15W/MN/3	$5,132.81	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2A-15Manually Operated Non-Fused Without any change to trip unit AK2A-15WO/MN/3	$1,597.39	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2A-15 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK2A-15W/MN/3	$5,132.81	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2-25 Manually Operated Non-Fused Without any change to trip unit AK2-25WO/MN/3	$1,597.39	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2-25 Electrically Operated Non-Fused Without any change to trip unit AK2-25WO/EN/3	$1,859.04	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2-25 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK2-25W/MN/3	$5,347.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2-25Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK2-25W/EN/3	$5,522.11	PL02728001E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3-25 Manually Operated Non-Fused Without any change to trip unit AK3-25WO/MN/3	$1,597.39	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3-25 Electrically Operated Non-Fused Without any change to trip unit AK3-25WO/EN/3	$1,859.04	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3-25 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK3-25W/MN/3	$5,347.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3-25 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK3-25W/EN/3	$5,522.11	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2A-25 Manually Operated Non-Fused Without any change to trip unit AK2A-25WO/MN/3	$1,597.39	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2A-25 Electrically Operated Non-Fused Without any change to trip unit AK2A-25WO/EN/3	$1,859.04	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2A-25 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK2A-25W/MN/3	$5,347.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2A-25 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK2A-25W/EN/3	$5,522.11	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3A-25 Manually Operated Non-Fused Without any change to trip unit AK3A-25WO/MN/3	$1,597.39	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3A-25 Electrically Operated Non-Fused Without any change to trip unit AK3A-25WO/EN/3	$1,859.04	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3A-25 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK3A-25W/MN/3	$5,347.91	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3A-25 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK3A-25W/EN/3	$5,522.11	PL02728001E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2-50 Manually Operated Non-Fused Without any change to trip unit AK2-50WO/MN/3	$1,597.39	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2-50Electrically Operated Non-Fused Without any change to trip unit AK2-50WO/EN/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK2-50W/MN/3	$4,902.19	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK2-50W/EN/3	$5,077.80	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3-50Manually Operated Non-Fused Without any change to trip unit AK3-50WO/MN/3	$1,597.39	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3-50 Electrically Operated Non-Fused Without any change to trip unit AK3-50WO/EN/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK3-50W/MN/3	$4,902.19	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK3-50W/EN/3	$5,077.80	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2A-50 Manually Operated Non-Fused Without any change to trip unit AK2A-50WO/MN/3	$1,597.39	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2A-50 Electrically Operated Non-Fused Without any change to trip unit AK2A-50WO/EN/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK2A-50W/MN/3	$4,902.19	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK2A-50W/EN/3	$5,077.80	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3A-50 Manually Operated Non-Fused Without any change to trip unit AK3A-50WO/MN/3	$1,597.39	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3A-50 Electrically Operated Non-Fused Without any change to trip unit AK3A-50WO/EN/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK3A-50W/MN/3	$4,902.19	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK3A-50W/EN/3	$5,077.80	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU2-25 Manually Operated Fused Without any change to trip unit AKU2-25WO/MF/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU2-25 Electrically Operated Fused Without any change to trip unit AKU2-25WO/EF/3	$1,946.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU2-25 Manually Operated Fused Without any change to trip unit AKU2-25W/MF/3	$5,347.91	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU2-25 Electrically Operated Fused With 510 basic Digitrip and three sensors AKU2-25W/EF3	$5,474.86	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU3-25 Manually Operated Fused Without any change to trip unit AKU3-25WO/MF/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU3-25 Electrically Operated Fused Without any change to trip unit AKU3-25WO/EF/3	$1,946.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU3-25 Manually Operated Fused Without any change to trip unit AKU3-25W/MF/3	$5,347.91	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU3-25 Electrically Operated Fused With 510 basic Digitrip and three sensors AKU3-25W/EF3	$5,474.86	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU2A-25 Manually Operated Fused Without any change to trip unit AKU2A-25WO/MF/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU2A-25 Electrically Operated Fused Without any change to trip unit AKU2A-25WO/EF/3	$1,946.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU2A-25 Manually Operated Fused Without any change to trip unit AKU2A-25W/MF/3	$5,347.91	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU2A-25 Electrically Operated Fused With 510 basic Digitrip and three sensors AKU2A-25W/EF/3	$5,474.86	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU3A-25 Manually Operated Fused Without any change to trip unit AKU3A-25WO/MF/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU3A-25 Electrically Operated Fused Without any change to trip unit AKU3A-25WO/EF/3	$1,946.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU3A-25 Manually Operated Fused Without any change to trip unit AKU3A-25W/MF/3	$5,347.91	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU3A-25 Electrically Operated Fused With 510 basic Digitrip and three sensors AKU3A-25W/EF/3	$5,474.86	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU2-50 Manually Operated Fused Without any change to trip unit AKU2-50WO/MF/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU2-50 Electrically Operated Fused Without any change to trip unit AKU2-50WO/EF/3	$1,946.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU2-50 Manually Operated Fused Without any change to trip unit AKU2-50W/MF/3	$5,212.50	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU2-25 Electrically Operated Fused With 510 basic Digitrip and three sensors AKU2-50W/EF/3	$5,609.56	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU3-50 Manually Operated Fused Without any change to trip unit AKU3-50WO/MF/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU3-50 Electrically Operated Fused Without any change to trip unit AKU3-50WO/EF/3	$1,946.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU3-50 Manually Operated Fused Without any change to trip unit AKU3-50W/MF/3	$5,212.50	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU3-50 Electrically Operated Fused With 510 basic Digitrip and three sensors AKU3-50W/EF/2	$5,609.56	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU2A-50 Manually Operated Fused Without any change to trip unit AKU2A-50WO/MF/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU2A-50 Electrically Operated Fused Without any change to trip unit AKU2A-50WO/EF/3	$1,946.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU2A-50 Manually Operated Fused Without any change to trip unit AKU2A-50W/MF/3	$5,212.50	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU2A-25 Electrically Operated Fused With 510 basic Digitrip and three sensors AKU2A-50W/EF/3	$5,609.56	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU3A-50 Manually Operated Fused Without any change to trip unit AKU3A-50WO/MF/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU3A-50 Electrically Operated Fused Without any change to trip unit AKU3A-50WO/EF/3	$1,946.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU3A-50 Manually Operated Fused Without any change to trip unit AKU3A-50W/MF/3	$5,212.50	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKU3A-50 Electrically Operated Fused With 510 basic Digitrip and three sensors AKU3A-50W/EF/2	$5,609.56	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2-75 Manually Operated Non-Fused Without any change to trip unit AK2-75WO/MN/3	$1,597.39	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2-75 Electrically Operated Non-Fused Without any change to trip unit AK2-75WO/EN/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2-75 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK2-75W/MN/3	$4,902.19	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2-75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK2-75W/EN/3	$5,212.50	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3-75Manually Operated Non-Fused Without any change to trip unit AK3-75WO/MN/3	$1,597.39	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3-75 Electrically Operated Non-Fused Without any change to trip unit AK3-75WO/EN/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3-75 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK3-75W/MN/3	$4,902.19	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3-75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK3-75W/EN/3	$5,212.50	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2A-75 Manually Operated Non-Fused Without any change to trip unit AK2A-75WO/MN/3	$1,597.39	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2A-75 Electrically Operated Non-Fused Without any change to trip unit AK2A-75WO/EN/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2A-75 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK2A-75W/MN/3	$4,902.19	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2A-75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK2A-75W/EN/3	$5,212.50	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3A-75 Manually Operated Non-Fused Without any change to trip unit AK3A-75WO/MN/3	$1,597.39	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3A-75 Electrically Operated Non-Fused Without any change to trip unit AK3A-75WO/EN/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3A-75 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK3A-75W/MN/3	$4,902.19	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3A-75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK3A-75W/EN/3	$5,212.50	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2-100 Manually Operated Non-Fused Without any change to trip unit AK2-100WO/MN/3	$1,597.39	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2-100 Electrically Operated Non-Fused Without any change to trip unit AK2-100WO/EN/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2-100 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK2-100W/MN/3	$4,902.19	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2-100 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK2-100W/EN/3	$5,212.50	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3-100 Manually Operated Non-Fused Without any change to trip unit AK3-100WO/MN/3	$1,597.39	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3-100 Electrically Operated Non-Fused Without any change to trip unit AK3-100WO/EN/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3-100 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK3-100W/MN/3	$4,902.19	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3-100 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK3-100W/EN/3	$5,212.50	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2A-100 Manually Operated Non-Fused Without any change to trip unit AK2A-100WO/MN/3	$1,597.39	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2A-100 Electrically Operated Non-Fused Without any change to trip unit AK2A-100WO/EN/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2A-100 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK2A-100W/MN/3	$4,902.19	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK2A-100 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AK2A-100W/EN/3	$5,212.50	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3A-100 Manually Operated Non-Fused Without any change to trip unit AK3A-100WO/MN/3	$1,597.39	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3A-100 Electrically Operated Non-Fused Without any change to trip unit AK3A-100WO/EN/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3A-100 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AK3A-100W/MN/3	$4,902.19	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AK3A-100 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAK3A-100W/EN/3	$5,212.50	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKJ-50 Manually Operated Non-Fused Without any change to trip unit AKJ-50WO/MN/3	$1,597.39	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKJ-50 Electrically Operated Non-Fused Without any change to trip unit AKJ-50WO/EN3	$1,799.80	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKT2A-50 Manually Operated Non-Fused Without any change to trip unit AKT2A-50WO/MN/3	$1,597.39	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKT2A-50 Electrically Operated Non-Fused Without any change to trip unit AKT2A-50WO/EN/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKT2A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AKT2A-50W/MN/3	$4,902.19	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKT2A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AKT2A-50W/EN/3	$5,077.80	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Manually Operated Non-Fused Without any change to trip unit AKR4A-30WO/MN/3	$1,756.07	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Manually Operated Fused Without any change to trip unit AKR4A-30WO/MF/3	$2,066.38	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Electrically Operated Non-Fused Without any change to trip unit AKR4A-30WO/EN/3	$2,066.38	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Electrically Operated Fused Without any change to trip unit AKR4A-30WO/EF/3	$2,097.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AKR4A-30W/MN/3	$5,546.09	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Manually Operated Fused With 510 basic Digitrip and three sensors AKR4A-30W/MF/3	$5,991.10	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AKR4A-30W/EN/3	$5,991.10	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Electrically Operated Fused With 510 basic Digitrip and three sensors AKR4A-30W/EF/3	$6,460.09	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 LA1600 Manually Operated Non-Fused Without any change to trip unit AKR5A-30WO/MN/3	$1,756.07	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 Manually Operated Fused Without any change to trip unit AKR5A-30WO/MF/3	$2,066.38	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 Electrically Operated Non-Fused Without any change to trip unit AKR5A-30WO/EN/3	$2,066.38	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 Electrically Operated Fused Without any change to trip unit AKR5A-30WO/EF/3	$2,097.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AKR5A-30W/MN/3	$5,546.09	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 Manually Operated Fused Without any change to trip unit AKR5A-30W/MF/3	$5,991.10	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AKR5A-30W/EN/3	$5,991.10	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR5A-30 Electrically Operated Fused With 510 basic Digitrip and three sensors AKR5A-30W/EF/3	$6,460.09	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Manually Operated Non-Fused Without any change to trip unit AKR4A-50WO/MN/3	$1,756.07	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Manually Operated Fused Without any change to trip unit AKR4A-50WO/MF/3	$2,066.38	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Electrically Operated Non-Fused Without any change to trip unit AKR4A-50WO/EN/3	$2,066.38	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Electrically Operated Fused Without any change to trip unit AKR4A-50WO/EF/3	$2,097.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AKR4A-50W/MN/3	$5,546.09	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Manually Operated Fused With 510 basic Digitrip and three sensors AKR4A-50W/MF/3	$5,991.10	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AKR4A-50W/EN/3	$5,991.10	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR4A-50 Electrically Operated Fused With 510 basic Digitrip and three sensors AKR4A-50W/EF/3	$6,460.09	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Manually Operated Non-Fused Without any change to trip unit AKR5A-50WO/MN/3	$1,756.07	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Manually Operated Fused Without any change to trip unit AKR5A-50WO/MF/3	$2,066.38	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Electrically Operated Non-Fused Without any change to trip unit AKR5A-50WO/EN/3	$2,066.38	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Electrically Operated Fused Without any change to trip unit AKR5A-50WO/EF/3	$2,097.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AKR5A-50W/MN/3	$5,546.09	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Manually Operated Fused With 510 basic Digitrip and three sensors AKR5A-50W/MF/3	$5,991.10	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AKR5A-50W/EN/3	$5,991.10	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR5A-50 Electrically Operated Fused With 510 basic Digitrip and three sensors AKR5A-50W/EF/3	$6,460.09	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Manually Operated Non-Fused Without any change to trip unit AKRT4A-50WO/MN/3	$1,756.07	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Manually Operated Fused Without any change to trip unit AKRT4A-50WO/MF/3	$2,066.38	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Electrically Operated Non-Fused Without any change to trip unit AKRT4A-50WO/EN/3	$2,066.38	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Electrically Operated Fused Without any change to trip unit AKRT4A-50WO/EF/3	$2,097.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AKRT4A-50W/MN/3	$5,546.09	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Manually Operated Fused With 510 basic Digitrip and three sensors AKRT4A-50W/MF/3	$5,991.10	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AKRT4A-50W/EN/3	$5,991.10	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKRT4A-50 Electrically Operated Fused With 510 basic Digitrip and three sensors AKRT4A-50W/EF/3	$6,460.09	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Manually Operated Non-Fused Without any change to trip unit AKRT5A-50WO/MN/3	$1,756.07	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Manually Operated Fused Without any change to trip unit AKRT5A-50WO/MF/3	$2,066.38	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Electrically Operated Non-Fused Without any change to trip unit AKRT5A-50WO/EN/3	$2,066.38	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Electrically Operated Fused Without any change to trip unit AKRT5A-50WO/EF/3	$2,097.41	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AKRT5A-50W/MN/3	$5,546.09	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Manually Operated Fused With 510 basic Digitrip and three sensors AKRT5A-50W/MF/3	$5,991.10	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AKRT5A-50W/EN/3	$5,991.10	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKRT5A-50 Electrically Operated Fused With 510 basic Digitrip and three sensors AKRT5A-50W/EF/3	$6,460.09	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Manually Operated Non-Fused Without any change to trip unit AKR7D-30WO/MN/3	$1,597.39	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Manually Operated Fused Without any change to trip unit AKR7D-30WO/MF/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Electrically Operated Non-Fused Without any change to trip unit AKR7D-30WO/EN/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Electrically Operated Fused Without any change to trip unitAKR7D-30 WO/EF/3	$1,946.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Manually Operated Non-Fused With 510 basic Digitrip and three sensors AKR7D-30W/MN/3	$4,966.37	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Manually Operated Fused With 510 basic Digitrip and three sensors AKR7D-30W/MF/3	$5,132.81	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors AKR7D-30W/EN/3	$5,132.81	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30 Electrically Operated Fused With 510 basic Digitrip and three sensors AKR7D-30W/EF/3	$5,799.98	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Manually Operated Non-Fused Without any change to trip unitAKR-8D-30WO/MN/3	$1,597.39	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30Manually Operated Fused Without any change to trip unitAKR-8D-30WO/MF/3	$1,859.04	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30 Electrically Operated Non-Fused Without any change to trip unitAKR-8D-30WO/EN/3	$1,859.04	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30 Electrically Operated Fused Without any change to trip unitAKR-8D-30WO/EF/3	$1,946.49	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-30W/MN/3	$4,966.37	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30Manually Operated Fused With 510 basic Digitrip and three sensorsAKR-8D-30W/MF/3	$5,132.81	PL02728001E (Pg. 4)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-30W/EN/3	$5,132.81	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKR-8D-30W/EF/3	$5,799.98	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30S Manually Operated Non-Fused Without any change to trip unitAKR7D-30SWO/MN/3	$1,597.39	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30SManually Operated Fused Without any change to trip unitAKR7D-30SWO/MF/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30S Electrically Operated Non-Fused Without any change to trip unitAKR7D-30SWO/EN/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30S Electrically Operated Fused Without any change to trip unitAKR7D-30SWO/EF/3	$1,946.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30S Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR7D-30SW/MN/3	$4,966.37	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30S Manually Operated Fused With 510 basic Digitrip and three sensorsAKR7D-30SW/MF/3	$5,132.81	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30S Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR7D-30SW/EN/3	$5,132.81	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR7D-30S Electrically Operated Fused With 510 basic Digitrip and three sensorsAKR7D-30SW/EF/3	$5,799.98	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR4A-30 Manually Operated Non-Fused Without any change to trip unitAKR-8D-30WO/MN/3	$1,597.39	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30S Manually Operated Fused Without any change to trip unit AKR-8D-30SWO/MF/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30S Electrically Operated Non-Fused Without any change to trip unit AKR-8D-30SWO/EN/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30S Electrically Operated Fused Without any change to trip unitAKR-8D-30SWO/EF/3	$1,946.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30S Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-30SW/MN/3	$4,966.37	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30S Manually Operated Fused With 510 basic Digitrip and three sensorsAKR-8D-30SW/MF/3	$5,132.81	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30S Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-30SW/EN/3	$5,132.81	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-30S Electrically Operated Fused With 510 basic Digitrip and three sensorsAKR-8D-30SW/EF/3	$5,799.98	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50Manually Operated Non-Fused Without any change to trip unitAKR-8D-50WO/MN/3	$1,597.39	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50 Manually Operated Fused Without any change to trip unitAKR-8D-50WO/MF/3	$1,859.04	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50 Electrically Operated Non-Fused Without any change to trip unitAKR-8D-50WO/EN/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50 Electrically Operated Fused Without any change to trip unitAKR-8D-50WO/EF/3	$1,946.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-50W/MN/3	$4,966.37	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50 Manually Operated Fused With 510 basic Digitrip and three sensorsAKR-8D-50W/MF/3	$5,132.81	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-50W/EN/3	$5,132.81	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50 Electrically Operated Fused With 510 basic Digitrip and three sensorsAKR-8D-50W/EF/3	$5,799.98	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Manually Operated Non-Fused Without any change to trip unitAKR-8D-50HWO/MN/3	$1,597.39	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Manually Operated Fused Without any change to trip unitAKR-8D-50HWO/MF/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Electrically Operated Non-Fused Without any change to trip unitAKR-8D-50HWO/EN/3	$1,859.04	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Electrically Operated Fused Without any change to trip unitAKR-8D-50HWO/EF/3	$1,946.49	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-50HW/MN/3	$4,966.37	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Manually Operated Fused With 510 basic Digitrip and three sensorsAKR-8D-50HW/MF/3	$5,132.81	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-50HW/EN/3	$5,132.81	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-50H Electrically Operated Fused With 510 basic Digitrip and three sensorsAKR-8D-50HW/EF/3	$5,799.98	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-75 Manually Operated Non-Fused Without any change to trip unitAKR-8D-75WO/MN/3	$1,724.34	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-75 Electrically Operated Non-Fused Without any change to trip unitAKR-8D-75WO/EN/3	$2,021.95	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-75 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-75W/MN/3	$5,847.93	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-75 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-75W/EN/3	$6,106.05	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-100Manually Operated Non-Fused Without any change to trip unitAKR-8D-100WO/MN/3	$1,612.91	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-100 Electrically Operated Non-Fused Without any change to trip unitAKR-8D-100WO/EN/3	$1,878.79	PL02728001E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-100 Manually Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-100W/MN/3	$5,244.24	PL02728001E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning GE Low Voltage Power Breaker frame AKR-8D-100 Electrically Operated Non-Fused With 510 basic Digitrip and three sensorsAKR-8D-100W/EN/3	$5,474.86	PL02728001E (Pg. 3)
Eaton Class 1 Low Voltage Reconditioning ITE®			
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K225 Manually Operated Non-Fused Without any change to trip unit K225WO/MN/1	$5,029.84	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K225 Electrically Operated Non-Fused Without any change to trip unit K225WO/EN/1	$5,867.68	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K225 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K225W/MN/1	$8,006.00	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K225 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K225W/EN/1	$8,859.35	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K600 Manually Operated Non-Fused Without any change to trip unit K600WO/MN/1	$5,029.84	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K600Electrically Operated Non-Fused Without any change to trip unit K600WO/EN/1	$5,867.68	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K600 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K600W/MN/1	$8,006.00	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K600 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K600W/EN/1	$8,859.35	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K800 Manually Operated Non-Fused Without any change to trip unit K800WO/MN/1	$5,213.21	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K800Electrically Operated Non-Fused Without any change to trip unit K800WO/EN/1	$6,051.05	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K800 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K800W/MN/1	$8,189.36	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K800 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K800W/EN/1	$9,042.72	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K1600 Manually Operated Non-Fused Without any change to trip unit K1600WO/MN/1	$5,514.35	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K1600 Electrically Operated Non-Fused Without any change to trip unit K1600WO/EN/1	$6,352.19	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K1600 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K1600W/MN/1	$8,637.20	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K1600 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K1600W/EN/1	$9,501.13	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K2000 Electrically Operated Non-Fused Without any change to trip unit K2000WO/MN/1	$5,514.35	PL02728001E (Pg. 4)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K1600 Electrically Operated Non-Fused Without any change to trip unit K2000WO/EN/1	$6,352.19	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K2000 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K2000W/MN/1	$9,352.32	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K2000 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K2000W/EN/1	$10,210.61	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K3000 Electrically Operated Non-Fused Without any change to trip unit K3000WO/MN/1	$6,794.38	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K3000 Electrically Operated Non-Fused Without any change to trip unit K3000WO/EN/1	$7,588.49	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K3000 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K3000W/MN/1	$10,027.95	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K3000 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K3000W/EN/1	$10,886.24	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K4000 Electrically Operated Non-Fused Without any change to trip unit K4000WO/MN/1	$6,794.38	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K4000 Electrically Operated Non-Fused Without any change to trip unit K4000WO/EN/1	$7,588.49	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K4000 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K4000W/MN/1	$10,345.31	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K4000 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K4000W/EN/1	$11,152.12	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KD3000 Electrically Operated Non-Fused Without any change to trip unit KD3000WO/MN/1	$6,794.38	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KD3000 Electrically Operated Fused With 510 basic Digitrip and three sensors KD3000WO/EN/1	$7,588.49	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KD3000 Manually Operated Non-Fused With 510 basic Digitrip and three sensors KD3000W/MN/1	$10,027.95	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KD3000 Electrically Operated Fused With 510 basic Digitrip and three sensors KD3000W/EN/1	$11,152.12	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON600 Manually Operated Fused Without any change to trip unit KDON600WO/MF/1	$5,645.53	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON600 Electrically Operated Fused Without any change to trip unit KDON600WO/EF/1	$6,439.64	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON600 Manually Operated Fused With 510 basic Digitrip and three sensors KDON600W/MF/1	$8,724.65	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON600 Electrically Operated Fused With 510 basic Digitrip and three sensors KDON600W/EF/1	$9,578.71	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600 Manually Operated Fused Without any change to trip unit KDON1600WO/MF/1	$5,998.86	PL02728001E (Pg. 4)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600 Electrically Operated Fused Without any change to trip unit KDON1600WO/EF/1	$6,924.85	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600 Manually Operated Fused With 510 basic Digitrip and three sensors KDON1600W/MF/1	$9,082.21	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600 Electrically Operated Fused With 510 basic Digitrip and three sensors KDON1600W/EF/1	$10,027.95	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600RFC Manually Operated Fused Without any change to trip unit KDON1600RFCWO/MF/1	$5,939.62	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600RFC Electrically Operated Fused Without any change to trip unit KDON1600RFCWO/EF/1	$6,924.85	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600RFC Manually Operated Fused With 510 basic Digitrip and three sensors KDON1600RFCW/MF/1	$9,848.82	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600RFC Electrically Operated Fused With 510 basic Digitrip and three sensors KDON1600RFCW/EF/1	$10,790.33	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Manually Operated Non-Fused Without any change to trip unit KB-600WO/MN/1	$4,942.39	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Manually Operated Fused Without any change to trip unit KB-600WO/MF/1	$5,514.35	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Electrically Operated Non-Fused Without any change to trip unit KB-600WO/EN/1	$5,776.70	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Electrically Operated Fused Without any change to trip unit KB-600WO/EF/1	$6,352.19	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Manually Operated Non-Fused With 510 basic Digitrip and three sensors KB-600W/MN/1	$8,541.99	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Manually Operated Fused With 510 basic Digitrip and three sensors KB-600W/MF/1	$9,097.73	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Electrically Operated With 510 basic Digitrip and three sensors KB-600W/EN/1	$9,400.28	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Electrically Operated Fused With 510 basic Digitrip and three sensors KB-600W/EF/1	$9,893.25	PL02728001E (Pg. 4)
Eaton Class 2 Reconditioning ITE®			
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K225 Manually Operated Non-Fused Without any change to trip unit K225WO/MN/2	$4,020.63	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K225 Electrically Operated Non-Fused Without any change to trip unit K225WO/EN/2	$4,696.26	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K225 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K225W/MN/2	$6,944.60	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K225 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K225W/EN/2	$7,627.98	PL02728001E (Pg. 4)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K600 Manually Operated Non-Fused Without any change to trip unit K600WO/MN/2	$4,020.63	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K600Electrically Operated Non-Fused Without any change to trip unit K600WO/EN/2	$4,696.26	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K600 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K600W/MN/2	$6,944.60	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K600 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K600W/EN/2	$7,627.98	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K800 Manually Operated Non-Fused Without any change to trip unit K800WO/MN/1	$4,204.00	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K800Electrically Operated Non-Fused Without any change to trip unit K800WO/EN/1	$4,879.62	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K800 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K800W/MN/1	$7,127.96	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K800 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K800W/EN/1	$7,811.35	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K1600 Manually Operated Non-Fused Without any change to trip unit K1600WO/MN/2	$4,410.63	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K1600 Electrically Operated Non-Fused Without any change to trip unit K1600WO/EN/2	$5,084.85	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K1600 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K1600W/MN/2	$7,448.85	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K1600 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K1600W/EN/2	$8,007.41	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K2000 Manually Operated Non-Fused Without any change to trip unit K2000WO/MN/2	$4,410.63	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K2000 Electrically Operated Non-Fused Without any change to trip unit K2000WO/EN/2	$5,084.85	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K2000 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K2000W/MN/2	$8,025.75	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K2000 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K2000W/EN/2	$8,708.43	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K3000 Electrically Operated Non-Fused Without any change to trip unit K3000WO/MN/2	$5,434.66	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K3000 Electrically Operated Non-Fused Without any change to trip unit K3000WO/EN/2	$6,070.79	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K3000 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K3000W/MN/2	$8,565.26	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K3000 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K3000W/EN/2	$9,248.65	PL02728001E (Pg. 4)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K4000 Electrically Operated Non-Fused Without any change to trip unit K4000WO/MN/2	$5,434.66	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K4000 Electrically Operated Non-Fused Without any change to trip unit K4000WO/EN/2	$6,070.79	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K4000 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K4000W/MN/2	$8,819.86	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K4000 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K4000W/EN/2	$9,463.75	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KD3000 Electrically Operated Non-Fused Without any change to trip unit KD3000WO/MN/2	$5,434.66	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KD3000 Electrically Operated Fused With 510 basic Digitrip and three sensors KD3000WO/EN/2	$6,070.79	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KD3000 Manually Operated Non-Fused With 510 basic Digitrip and three sensors KD3000W/MN/2	$8,565.26	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KD3000 Electrically Operated Fused With 510 basic Digitrip and three sensors KD3000W/EN/2	$9,248.65	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON600 Manually Operated Fused Without any change to trip unit KDON600WO/MF/2	$4,517.13	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON600 Electrically Operated Fused Without any change to trip unit KDON600WO/EF/2	$5,149.03	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON600 Manually Operated Fused With 510 basic Digitrip and three sensors KDON600W/MF/2	$7,524.31	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON600 Electrically Operated Fused With 510 basic Digitrip and three sensors KDON600W/EF/2	$8,208.40	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600 Manually Operated Fused Without any change to trip unit KDON1600WO/MF/2	$4,799.23	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600 Electrically Operated Fused Without any change to trip unit KDON1600WO/EF/2	$5,538.33	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600 Manually Operated Fused With 510 basic Digitrip and three sensors KDON1600W/MF/2	$7,810.64	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600 Electrically Operated Fused With 510 basic Digitrip and three sensors KDON1600W/EF/2	$8,565.26	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600RFC Manually Operated Fused Without any change to trip unit KDON1600RFCWO/MF/2	$4,751.27	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600RFC Electrically Operated Fused Without any change to trip unit KDON1600RFCWO/EF/2	$5,538.33	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600RFC Manually Operated Fused With 510 basic Digitrip and three sensors KDON1600RFCW/MF/2	$8,422.10	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600RFC Electrically Operated Fused With 510 basic Digitrip and three sensors KDON1600RFCW/EF/2	$9,178.12	PL02728001E (Pg. 4)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Manually Operated Non-Fused Without any change to trip unit KB-600WO/MN/2	$3,953.63	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Manually Operated Fused Without any change to trip unit KB-600WO/MF/2	$4,410.63	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Electrically Operated Non-Fused Without any change to trip unit KB-600WO/EN/2	$4,624.32	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Electrically Operated Fused Without any change to trip unit KB-600WO/EF/2	$5,084.85	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Manually Operated Non-Fused With 510 basic Digitrip and three sensors KB-600W/MN/2	$7,377.62	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Manually Operated Fused With 510 basic Digitrip and three sensors KB-600W/MF/2	$7,627.98	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Electrically Operated With 510 basic Digitrip and three sensors KB-600W/EN/2	$8,061.01	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Electrically Operated Fused With 510 basic Digitrip and three sensors KB-600W/EF/2	$8,454.54	PL02728001E (Pg. 4)
	Eaton Class 2 Low Voltage Reconditioning ITE®		
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K225 Manually Operated Non-Fused Without any change to trip unit K225WO/MN/3	$2,256.80	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K225 Electrically Operated Non-Fused Without any change to trip unit K225WO/EN/3	$2,804.78	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K225 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K225W/MN/3	$5,093.32	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K225 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K225W/EN/3	$6,321.16	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K600 Manually Operated Non-Fused Without any change to trip unit K600WO/MN/3	$2,256.80	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K600Electrically Operated Non-Fused Without any change to trip unit K600WO/EN/3	$2,804.78	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K600 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K600W/MN/3	$5,093.32	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K600 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K600W/EN/3	$6,321.16	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K800 Manually Operated Non-Fused Without any change to trip unit K800WO/MN/3	$2,256.80	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K800Electrically Operated Non-Fused Without any change to trip unit K800WO/EN/3	$2,804.78	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K800 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K800W/MN/3	$5,093.32	PL02728001E (Pg. 4)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K800 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K800W/EN/3	$6,321.16	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K1600 Manually Operated Non-Fused Without any change to trip unit K1600WO/MN/3	$2,440.17	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K1600 Electrically Operated Non-Fused Without any change to trip unit K1600WO/EN/3	$2,988.14	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K1600 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K1600W/MN/3	$5,276.68	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K1600 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K1600W/EN/3	$6,504.52	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K2000 Electrically Operated Non-Fused Without any change to trip unit K2000WO/MN/3	$2,256.80	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K1600 Electrically Operated Non-Fused Without any change to trip unit K2000WO/EN/3	$2,804.78	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K2000 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K2000W/MN/3	$5,512.23	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K2000 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K2000W/EN/3	$6,412.84	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K3000 Electrically Operated Non-Fused Without any change to trip unit K3000WO/MN3	$2,256.80	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K3000 Electrically Operated Non-Fused Without any change to trip unit K3000WO/EN/3	$2,804.78	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K3000 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K3000W/MN/3	$5,938.91	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K3000 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K3000W/EN/3	$7,175.21	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K4000 Electrically Operated Non-Fused Without any change to trip unit K4000WO/MN/3	$2,256.80	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K4000 Electrically Operated Non-Fused Without any change to trip unit K4000WO/EN/3	$2,804.78	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K4000 Manually Operated Non-Fused With 510 basic Digitrip and three sensors K4000W/MN/3	$6,338.08	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame K4000 Electrically Operated Non-Fused With 510 basic Digitrip and three sensors K4000W/EN/3	$6,547.54	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KD3000 Electrically Operated Non-Fused Without any change to trip unit KD3000WO/MN/3	$2,256.80	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KD3000 Electrically Operated Fused With 510 basic Digitrip and three sensors KD3000WO/EN/3	$2,804.78	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KD3000 Manually Operated Non-Fused With 510 basic Digitrip and three sensors KD3000W/MN/3	$6,587.04	PL02728001E (Pg. 4)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KD3000 Electrically Operated Fused With 510 basic Digitrip and three sensors KD3000W/EN/3	$6,817.65	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON600 Manually Operated Fused Without any change to trip unit KDON600WO/MF/3	$2,804.78	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON600 Electrically Operated Fused Without any change to trip unit KDON600WO/EF/3	$2,892.23	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON600 Manually Operated Fused With 510 basic Digitrip and three sensors KDON600W/MF/3	$6,412.84	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON600 Electrically Operated Fused With 510 basic Digitrip and three sensors KDON600W/EF/3	$6,547.54	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600 Manually Operated Fused Without any change to trip unit KDON1600WO/MF/3	$2,804.78	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600 Electrically Operated Fused Without any change to trip unit KDON1600WO/EF/3	$2,892.23	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600 Manually Operated Fused With 510 basic Digitrip and three sensors KDON1600W/MF/3	$6,412.84	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600 Electrically Operated Fused With 510 basic Digitrip and three sensors KDON1600W/EF/3	$6,547.54	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600RFC Manually Operated Fused Without any change to trip unit KDON1600RFCWO/MF/3	$2,804.78	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600RFC Electrically Operated Fused Without any change to trip unit KDON1600RFCWO/EF/3	$2,892.23	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600RFC Manually Operated Fused With 510 basic Digitrip and three sensors KDON1600RFCW/MF/3	$7,175.21	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KDON1600RFC Electrically Operated Fused With 510 basic Digitrip and three sensors KDON1600RFCW/EF/3	$7,310.62	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Manually Operated Non-Fused Without any change to trip unit KB-600WO/MN/3	$2,538.19	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Manually Operated Fused Without any change to trip unit KB-600WO/MF/3	$2,761.76	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Electrically Operated Non-Fused Without any change to trip unit KB-600WO/EN/3	$2,761.76	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Electrically Operated Fused Without any change to trip unit KB-600WO/EF/3	$2,980.39	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Manually Operated Non-Fused With 510 basic Digitrip and three sensors KB-600W/MN/3	$5,554.55	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Manually Operated Fused With 510 basic Digitrip and three sensors KB-600W/MF/3	$5,780.23	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Electrically Operated With 510 basic Digitrip and three sensors KB-600W/EN/3	$5,780.23	PL02728001E (Pg. 4)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Low Voltage Power Breakers frame KB-600 Electrically Operated Fused With 510 basic Digitrip and three sensors KB-600W/EF/3	$5,959.36	PL02728001E (Pg. 4)
Eaton Class 1 Low Voltage Reconditioning Siemen® Allis			
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Non-Fused Without any change to trip unit RL-800WO/MN/1	$4,656.06	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Fused Without any change to trip unit RL-800WO/MF/1	$5,053.82	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated Non-Fused Without any change to trip unit RL-800WO/EN/1	$5,212.50	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated Fused Without any change to trip unit RL-800WO/EF/1	$5,426.90	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Non-Fused With 510 basic Digitrip and three sensors RL-800W/MN/1	$7,715.44	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Fused With 510 basic Digitrip and three sensors RL-800W/MF/1	$8,049.02	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated With 510 basic Digitrip and three sensors RL-800W/EN/1	$8,120.95	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated Fused With 510 basic Digitrip and three sensors RL-800W/EF/1	$8,176.67	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Non-Fused Without any change to trip unit RLX-800WO/MN/1	$5,053.82	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Fused Without any change to trip unit RLX-800WO/MF/1	$5,459.34	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated Non-Fused Without any change to trip unit RLX-800WO/EN/1	$5,609.56	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated Fused Without any change to trip unit RLX-800WO/EF/1	$5,819.72	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Non-Fused With 510 basic Digitrip and three sensors RLX-800W/MN/1	$8,120.95	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Fused With 510 basic Digitrip and three sensors RLX-800W/MF/1	$8,454.54	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated With 510 basic Digitrip and three sensors RLX-800W/EN/1	$8,533.53	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated Fused With 510 basic Digitrip and three sensors RLX-800W/EF/1	$8,589.24	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Manually Operated Non-Fused Without any change to trip unit RLX-1600WO/MN/1	$5,053.82	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Manually Operated Fused Without any change to trip unit RLX-1600WO/MF/1	$5,459.34	PL02728001E (Pg. 4)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Electrically Operated Non-Fused Without any change to trip unit RLX-1600WO/EN/1	$5,609.56	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Electrically Operated Fused Without any change to trip unit RLX-1600WO/EF/1	$5,819.72	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Manually Operated Non-Fused With 510 basic Digitrip and three sensors RLX-1600W/MN/1	$8,120.95	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Manually Operated Fused With 510 basic Digitrip and three sensors RLX-1600W/MF/1	$8,454.54	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Electrically Operated With 510 basic Digitrip and three sensors RLX-1600W/EN/1	$8,533.53	PL02728001E (Pg. 4)
561210FAC	Eaton Class 1 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Electrically Operated Fused With 510 basic Digitrip and three sensors RLX-1600W/EF/1	$8,589.24	PL02728001E (Pg. 4)
Eaton Class 2 Low Voltage Reconditioning Siemen® Allis			
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Non-Fused Without any change to trip unit RL-800WO/MN/2	$3,687.05	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Fused Without any change to trip unit RL-800WO/MF/2	$4,045.31	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated Non-Fused Without any change to trip unit RL-800WO/EN/2	$4,243.49	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated Fused Without any change to trip unit RL-800WO/EF/2	$4,457.89	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Non-Fused With 510 basic Digitrip and three sensors RL-800W/MN/2	$6,948.83	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Fused With 510 basic Digitrip and three sensors RL-800W/MF/2	$7,067.31	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated With 510 basic Digitrip and three sensors RL-800W/EN/2	$7,354.35	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated Fused With 510 basic Digitrip and three sensors RL-800W/EF/2	$7,410.06	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Non-Fused Without any change to trip unit RLX-800WO/MN/2	$4,084.10	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Fused Without any change to trip unit RLX-800WO/MF/2	$4,441.66	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated Non-Fused Without any change to trip unit RLX-800WO/EN/2	$4,639.84	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated Fused Without any change to trip unit RLX-800WO/EF/2	$4,850.71	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Non-Fused With 510 basic Digitrip and three sensors RLX-800W/MN/2	$7,357.87	PL02728001E (Pg. 4)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers RL-800 Manually Operated Fused With 510 basic Digitrip and three sensors RLX-800W/MF/2	$7,477.06	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated With 510 basic Digitrip and three sensors RLX-800W/EN/2	$7,771.15	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated Fused With 510 basic Digitrip and three sensors RLX-800W/EF/2	$7,826.86	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Manually Operated Non-Fused Without any change to trip unit RLX-1600WO/MN/2	$4,084.10	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Manually Operated Fused Without any change to trip unit RLX-1600WO/MF/2	$4,441.66	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Electrically Operated Non-Fused Without any change to trip unit RLX-1600WO/EN/2	$4,639.84	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Electrically Operated Fused Without any change to trip unit RLX-1600WO/EF/2	$4,850.71	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Manually Operated Non-Fused With 510 basic Digitrip and three sensors RLX-1600W/MN/2	$7,357.87	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Manually Operated Fused With 510 basic Digitrip and three sensors RLX-1600W/MF/2	$7,477.06	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Electrically Operated With 510 basic Digitrip and three sensors RLX-1600W/EN/2	$7,771.15	PL02728001E (Pg. 4)
561210FAC	Eaton Class 2 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Electrically Operated Fused With 510 basic Digitrip and three sensors RLX-1600W/EF/2	$7,826.86	PL02728001E (Pg. 4)
Eaton Class 3 Low Voltage Reconditioning Siemen® Allis			
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Non-Fused Without any change to trip unit RL-800WO/MN/3	$1,811.79	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Fused Without any change to trip unit RL-800WO/MF/3	$1,988.10	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated Non-Fused Without any change to trip unit RL-800WO/EN/3	$2,058.62	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated Fused Without any change to trip unit RL-800WO/EF/3	$2,105.88	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Non-Fused With 510 basic Digitrip and three sensors RL-800W/MN/3	$5,252.00	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Fused With 510 basic Digitrip and three sensors RL-800W/MF/3	$5,428.31	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated With 510 basic Digitrip and three sensors RL-800W/EN/3	$5,498.83	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated Fused With 510 basic Digitrip and three sensors RL-800W/EF/3	$5,700.54	PL02728001E (Pg. 4)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Non-Fused Without any change to trip unit RLX-800WO/MN/3	$2,217.31	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Fused Without any change to trip unit RLX-800WO/MF/3	$2,393.62	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated Non-Fused Without any change to trip unit RLX-800WO/EN/3	$2,464.14	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated Fused Without any change to trip unit RLX-800WO/EF/3	$2,511.40	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Non-Fused With 510 basic Digitrip and three sensors RLX-800W/MN/3	$5,657.52	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Manually Operated Fused With 510 basic Digitrip and three sensors RLX-800W/MF/3	$5,833.83	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated With 510 basic Digitrip and three sensors RLX-800W/EN/3	$5,904.35	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RL-800 Electrically Operated Fused With 510 basic Digitrip and three sensors RLX-800W/EF/3	$6,106.05	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Manually Operated Non-Fused Without any change to trip unit RLX-1600WO/MN/3	$2,217.31	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Manually Operated Fused Without any change to trip unit RLX-1600WO/MF/3	$2,393.62	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Electrically Operated Non-Fused Without any change to trip unit RLX-1600WO/EN/3	$2,464.14	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Electrically Operated Fused Without any change to trip unit RLX-1600WO/EF/3	$2,511.40	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Manually Operated Non-Fused With 510 basic Digitrip and three sensors RLX-1600W/MN/3	$5,657.52	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Manually Operated Fused With 510 basic Digitrip and three sensors RLX-1600W/MF/3	$5,833.83	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Electrically Operated With 510 basic Digitrip and three sensors RLX-1600W/EN/3	$5,904.35	PL02728001E (Pg. 4)
561210FAC	Eaton Class 3 Reconditioning Siemen® Allis Breakers Low Voltage Power Breakers frame RLX-1600 Electrically Operated Fused With 510 basic Digitrip and three sensors RLX-1600W/EF/3	$6,106.05	PL02728001E (Pg. 4)
Eaton Class 1 Low Voltage Reconditioning Westinghouse® / Cutler-Hammer			
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB15 Manually Operated Non-Fused Without any change to trip unit DB15WO/MN/1	$3,849.96	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB15 Electrically Operated Non-Fused Without any change to trip unit DB15WO/EN/1	$4,632.79	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB15 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DB15W/MN/1	$6,620.89	PL02728001E (Pg. 5)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB15 Electrically Operated With 510 basic Digitrip and three sensors DB15W/EN/1	$6,932.61	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB25 Manually Operated Non-Fused Without any change to trip unit DB25WO/MN/1	$3,849.96	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB25 Electrically Operated Non-Fused Without any change to trip unit DB25WO/EN/1	$4,632.79	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB25 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DB25W/MN/1	$6,620.89	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB25 Electrically Operated With 510 basic Digitrip and three sensors DB25W/EN/1	$6,932.61	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB50 Manually Operated Non-Fused Without any change to trip unit DB50WO/MN/1	$4,036.15	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB50 Electrically Operated Non-Fused Without any change to trip unit DB50WO/EN/1	$4,818.97	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB50 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DB50W/MN/1	$6,620.89	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB50 Electrically Operated With 510 basic Digitrip and three sensors DB50W/EN/1	$6,932.61	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB75 Manually Operated Non-Fused Without any change to trip unit DB75WO/MN/1	$4,918.41	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB75 Electrically Operated Non-Fused Without any change to trip unit DB75WO/EN/1	$5,701.24	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB75 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DB75W/MN/1	$7,580.03	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB75 Electrically Operated With 510 basic Digitrip and three sensors DB75W/EN/1	$7,891.75	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB100 Manually Operated Non-Fused Without any change to trip unit DB100WO/MN/1	$5,466.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB100 Electrically Operated Non-Fused Without any change to trip unit DB100WO/EN/1	$6,249.22	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB100 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DB100W/MN/1	$8,136.47	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB100 Electrically Operated With 510 basic Digitrip and three sensors DB100W/EN/1	$8,448.19	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL25 Manually Operated Fused Without any change to trip unit DBL25WO/MF/1	$4,251.25	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL25 Electrically Operated Fused Without any change to trip unit DBL25WO/EF/1	$5,097.55	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL25 Manually Operated Fused With 510 basic Digitrip and three sensors DBL25W/MF/1	$6,722.44	PL02728001E (Pg. 5)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL25 Electrically Operated Fused With 510 basic Digitrip and three sensors DBL25W/EF/1	$7,568.74	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL50 Manually Operated Fused Without any change to trip unit DBL50WO/MF/1	$4,728.00	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL50 Electrically Operated Fused Without any change to trip unit DBL50WO/EF/1	$5,574.30	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL50 Manually Operated Fused With 510 basic Digitrip and three sensors DBL50W/MF/1	$5,574.30	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer s Low Voltage Power Breakers frame DBL50 Electrically Operated Fused With 510 basic Digitrip and three sensors DBL50W/EF/1	$8,009.52	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS206 Manually Operated Non-Fused Without any change to trip unit DS206WO/MN/1	$3,817.52	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS206 Electrically Operated Non-Fused Without any change to trip unit DS206WO/EN/1	$4,628.56	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS206 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DS206W/MN/1	$6,499.58	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS206 Electrically Operated With 510 basic Digitrip and three sensors DS206W/EN/1	$7,310.62	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS416 Manually Operated Non-Fused Without any change to trip unit DS416WO/MN/1	$4,512.89	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS416 Electrically Operated Non-Fused Without any change to trip unit DS416WO/EN/1	$5,323.93	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS416 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DS416W/MN/1	$7,206.95	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS416 Electrically Operated With 510 basic Digitrip and three sensors DS416W/EN/1	$8,017.99	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS420 Manually Operated Non-Fused Without any change to trip unit DS420WO/MN/1	$4,512.89	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS420 Electrically Operated Non-Fused Without any change to trip unit DS420WO/EN/1	$5,323.93	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS420 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DS420W/MN/1	$7,206.95	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS420 Electrically Operated With 510 basic Digitrip and three sensors DS420W/EN/1	$8,017.99	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS632 Manually Operated Non-Fused Without any change to trip unit DS632WO/MN/1	$5,292.20	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS632 Electrically Operated Non-Fused Without any change to trip unit DS632WO/EN/1	$6,103.23	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS632 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DS632W/MN/1	$8,001.06	PL02728001E (Pg. 5)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS632 Electrically Operated With 510 basic Digitrip and three sensors DS632W/EN/1	$8,812.10	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS840 Manually Operated Non-Fused Without any change to trip unit DS840WO/MN/1	$5,423.37	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS840 Electrically Operated Non-Fused Without any change to trip unit DS840WO/EN/1	$6,234.41	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS840 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DS840W/MN/1	$8,136.47	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS840 Electrically Operated With 510 basic Digitrip and three sensors DS840W/EN/1	$8,947.51	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL206 Manually Operated Fused Without any change to trip unit DSL206WO/MF/1	$4,251.25	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL206 Electrically Operated Fused Without any change to trip unit DSL206WO/EF/1	$5,097.55	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL206 Manually Operated Fused With 510 basic Digitrip and three sensors DSL206W/MF/1	$6,944.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL206 Electrically Operated Fused With 510 basic Digitrip and three sensors DSL206W/EF/1	$7,790.90	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL416 Manually Operated Fused Without any change to trip unit DSL416WO/MF/1	$5,077.80	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL416 Electrically Operated Fused Without any change to trip unit DSL416WO/EF/1	$5,924.10	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL416 Manually Operated Fused With 510 basic Digitrip and three sensors DSL416W/MF/1	$7,782.43	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL416 Electrically Operated Fused With 510 basic Digitrip and three sensors DSL416W/EF/1	$8,628.73	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Manually Operated Non-Fused Without any change to trip unit DSII308WO/MN/1	$3,817.52	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Manually Operated Fused Without any change to trip unit DSII308WO/MF/1	$4,251.25	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Electrically Operated Non-Fused Without any change to trip unit DSII308WO/EN/1	$4,628.56	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Electrically Operated Fused Without any change to trip unit DSII308WO/EF/1	$5,204.75	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII308W/MN/1	$6,620.89	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Manually Operated Fused With 510 basic Digitrip and three sensors DSII308W/MF/1	$6,944.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Electrically Operated With 510 basic Digitrip and three sensors DSII308W/EN/1	$7,431.92	PL02728001E (Pg. 5)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Electrically Operated Fused With 510 basic Digitrip and three sensors DSII308W/EF/1	$7,914.32	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII508 Manually Operated Non-Fused Without any change to trip unit DSII508WO/MN/1	$4,512.89	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII508 Electrically Operated Non-Fused Without any change to trip unit DSII508WO/EN/1	$5,323.93	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII508 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII508W/MN/1	$7,206.95	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII508 Electrically Operated With 510 basic Digitrip and three sensors DSII508W/EN/1	$8,017.99	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII516 Manually Operated Non-Fused Without any change to trip unit DSII516WO/MN/1	$4,512.89	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII516 Electrically Operated Non-Fused Without any change to trip unit DSII516WO/EN/1	$5,323.93	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII516 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII516W/MN/1	$7,206.95	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII516 Electrically Operated With 510 basic Digitrip and three sensors DSII516W/EN/1	$8,017.99	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Manually Operated Non-Fused Without any change to trip unit DSII608WO/MN/1	$4,512.89	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Electrically Operated Non-Fused Without any change to trip unit DSII608WO/EN/1	$5,323.93	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII608W/MN/1	$7,206.95	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Electrically Operated With 510 basic Digitrip and three sensors DSII608W/EN/1	$8,017.99	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Manually Operated Non-Fused Without any change to trip unit DSII616WO/MN/1	$4,512.89	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Electrically Operated Non-Fused Without any change to trip unit DSII616WO/EN/1	$5,323.93	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII616W/MN/1	$7,206.95	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Electrically Operated With 510 basic Digitrip and three sensors DSII616W/EN/1	$8,017.99	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII520 Manually Operated Non-Fused Without any change to trip unit DSII520WO/MN/1	$4,512.89	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII520 Electrically Operated Non-Fused Without any change to trip unit DSII520WO/EN/1	$5,323.93	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII520 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII520W/MN/1	$7,206.95	PL02728001E (Pg. 5)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII520 Electrically Operated With 510 basic Digitrip and three sensors DSII520W/EN/1	$8,017.99	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSLII620 Manually Operated Fused Without any change to trip unit DSLII620WO/MF/1	$4,946.62	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSLII620 Electrically Operated Fused Without any change to trip unit DSLII620WO/EF/1	$6,118.75	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSLII620 Manually Operated Fused With 510 basic Digitrip and three sensors DSLII620W/MF/1	$7,651.96	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSLII620 Electrically Operated Fused With 510 basic Digitrip and three sensors DSLII620W/EF/1	$8,843.84	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII632 Manually Operated Non-Fused Without any change to trip unit DSII632WO/MN/1	$5,292.20	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII632 Electrically Operated Non-Fused Without any change to trip unit DSII632WO/EN/1	$6,103.23	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII632 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII632W/MN/1	$8,001.06	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII632 Electrically Operated With 510 basic Digitrip and three sensors DSII632W/EN/1	$8,812.10	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII840 Manually Operated Non-Fused Without any change to trip unit DSII840WO/MN/1	$5,423.37	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII840 Electrically Operated Non-Fused Without any change to trip unit DSII840WO/EN/1	$6,234.41	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII840 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII840W/MN/1	$8,136.47	PL02728001E (Pg. 5)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII840 Electrically Operated With 510 basic Digitrip and three sensors DSII840W/EN/1	$8,947.51	PL02728001E (Pg. 5)
Eaton Class 2 Low Voltage Reconditioning Westinghouse® / Cutler-Hammer			
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB15 Manually Operated Non-Fused Without any change to trip unit DB15WO/MN/2	$3,079.12	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB15 Electrically Operated Non-Fused Without any change to trip unit DB15WO/EN/2	$3,678.58	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB15 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DB15W/MN/2	$5,466.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB15 Electrically Operated With 510 basic Digitrip and three sensors DB15W/EN/2	$6,065.86	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB25 Manually Operated Non-Fused Without any change to trip unit DB25WO/MN/2	$3,079.12	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB25 Electrically Operated Non-Fused Without any change to trip unit DB25WO/EN/2	$3,678.58	PL02728001E (Pg. 5)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB25 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DB25W/MN/2	$5,466.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB25 Electrically Operated With 510 basic Digitrip and three sensors DB25W/EN/2	$6,065.86	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB50 Manually Operated Non-Fused Without any change to trip unit DB50WO/MN/2	$3,225.81	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB50 Electrically Operated Non-Fused Without any change to trip unit DB50WO/EN/2	$3,825.28	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB50 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DB50W/MN/2	$5,816.20	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB50 Electrically Operated With 510 basic Digitrip and three sensors DB50W/EN/2	$6,415.66	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB75 Manually Operated Non-Fused Without any change to trip unit DB75WO/MN/2	$4,020.63	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB75 Electrically Operated Non-Fused Without any change to trip unit DB75WO/EN/2	$4,620.09	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB75 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DB75W/MN/2	$6,690.71	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB75 Electrically Operated With 510 basic Digitrip and three sensors DB75W/EN/2	$7,290.17	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB100 Manually Operated Non-Fused Without any change to trip unit DB100WO/MN/2	$4,560.85	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB100 Electrically Operated Non-Fused Without any change to trip unit DB100WO/EN/2	$5,160.31	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB100 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DB100W/MN/2	$7,246.44	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB100 Electrically Operated With 510 basic Digitrip and three sensors DB100W/EN/2	$7,845.91	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL25 Manually Operated Fused Without any change to trip unit DBL25WO/MF/2	$3,400.72	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL25 Electrically Operated Fused Without any change to trip unit DBL25WO/EF/2	$4,105.97	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL25 Manually Operated Fused With 510 basic Digitrip and three sensors DBL25W/MF/2	$5,919.87	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL25 Electrically Operated Fused With 510 basic Digitrip and three sensors DBL25W/EF/2	$6,625.12	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL50 Manually Operated Fused Without any change to trip unit DBL50WO/MF/2	$3,782.26	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL50 Electrically Operated Fused Without any change to trip unit DBL50WO/EF/2	$4,487.51	PL02728001E (Pg. 5)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL50 Manually Operated Fused With 510 basic Digitrip and three sensors DBL50W/MF/2	$6,273.20	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer s Low Voltage Power Breakers frame DBL50 Electrically Operated Fused With 510 basic Digitrip and three sensors DBL50W/EF/2	$6,978.45	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS206 Manually Operated Non-Fused Without any change to trip unit DS206WO/MN/2	$3,055.14	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS206 Electrically Operated Non-Fused Without any change to trip unit DS206WO/EN/2	$3,689.87	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS206 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DS206W/MN/2	$5,744.97	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS206 Electrically Operated With 510 basic Digitrip and three sensors DS206W/EN/2	$6,379.69	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS416 Manually Operated Non-Fused Without any change to trip unit DS416WO/MN/2	$3,607.35	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS416 Electrically Operated Non-Fused Without any change to trip unit DS416WO/EN/2	$4,242.08	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS416 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DS416W/MN/2	$6,309.17	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS416 Electrically Operated With 510 basic Digitrip and three sensors DS416W/EN/2	$6,943.89	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS420 Manually Operated Non-Fused Without any change to trip unit DS420WO/MN/2	$3,607.35	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS420 Electrically Operated Non-Fused Without any change to trip unit DS420WO/EN/2	$4,242.08	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS420 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DS420W/MN/2	$6,309.17	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS420 Electrically Operated With 510 basic Digitrip and three sensors DS420W/EN/2	$6,943.89	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS632 Manually Operated Non-Fused Without any change to trip unit DS632WO/MN/2	$4,235.03	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS632 Electrically Operated Non-Fused Without any change to trip unit DS632WO/EN/2	$4,869.75	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS632 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DS632W/MN/2	$6,944.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS632 Electrically Operated With 510 basic Digitrip and three sensors DS632W/EN/2	$7,579.32	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS840 Manually Operated Non-Fused Without any change to trip unit DS840WO/MN/2	$4,338.70	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS840 Electrically Operated Non-Fused Without any change to trip unit DS840WO/EN/2	$4,973.42	PL02728001E (Pg. 5)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS840 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DS840W/MN/2	$7,052.50	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS840 Electrically Operated With 510 basic Digitrip and three sensors DS840W/EN/2	$7,687.23	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL206 Manually Operated Fused Without any change to trip unit DSL206WO/MF/2	$3,400.72	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL206 Electrically Operated Fused Without any change to trip unit DSL206WO/EF/2	$4,105.97	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL206 Manually Operated Fused With 510 basic Digitrip and three sensors DSL206W/MF/2	$6,099.00	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL206 Electrically Operated Fused With 510 basic Digitrip and three sensors DSL206W/EF/2	$6,804.25	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL416 Manually Operated Fused Without any change to trip unit DSL416WO/MF/2	$4,060.12	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL416 Electrically Operated Fused Without any change to trip unit DSL416WO/EF/2	$4,765.37	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL416 Manually Operated Fused With 510 basic Digitrip and three sensors DSL416W/MF/2	$6,769.69	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL416 Electrically Operated Fused With 510 basic Digitrip and three sensors DSL416W/EF/2	$7,474.94	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Manually Operated Non-Fused Without any change to trip unit DSII308WO/MN/2	$3,055.14	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Manually Operated Fused Without any change to trip unit DSII308WO/MF/2	$3,400.72	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Electrically Operated Non-Fused Without any change to trip unit DSII308WO/EN/2	$3,689.87	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Electrically Operated Fused Without any change to trip unit DSII308WO/EF/2	$4,105.97	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII308W/MN/2	$5,744.97	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Manually Operated Fused With 510 basic Digitrip and three sensors DSII308W/MF/2	$6,099.00	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Electrically Operated With 510 basic Digitrip and three sensors DSII308W/EN/2	$6,380.40	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Electrically Operated Fused With 510 basic Digitrip and three sensors DSII308W/EF/2	$6,804.25	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII508 Manually Operated Non-Fused Without any change to trip unit DSII508WO/MN/2	$3,607.35	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII508 Electrically Operated Non-Fused Without any change to trip unit DSII508WO/EN/2	$4,242.08	PL02728001E (Pg. 5)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII508 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII508W/MN/2	$6,309.17	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII508 Electrically Operated With 510 basic Digitrip and three sensors DSII508W/EN/2	$6,944.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII516 Manually Operated Non-Fused Without any change to trip unit DSII516WO/MN/2	$3,607.35	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII516 Electrically Operated Non-Fused Without any change to trip unit DSII516WO/EN/2	$4,163.80	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII516 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII516W/MN/2	$6,309.17	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII516 Electrically Operated With 510 basic Digitrip and three sensors DSII516W/EN/2	$6,873.37	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Manually Operated Non-Fused Without any change to trip unit DSII608WO/MN/2	$3,607.35	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Electrically Operated Non-Fused Without any change to trip unit DSII608WO/EN/2	$4,235.03	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII608W/MN/2	$6,309.17	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Electrically Operated With 510 basic Digitrip and three sensors DSII608W/EN/2	$6,944.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Manually Operated Non-Fused Without any change to trip unit DSII616WO/MN/2	$6,541.19	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Electrically Operated Non-Fused Without any change to trip unit DSII616WO/EN/2	$4,235.03	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII616W/MN/2	$6,309.17	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Electrically Operated With 510 basic Digitrip and three sensors DSII616W/EN/2	$6,944.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII520 Manually Operated Non-Fused Without any change to trip unit DSII520WO/MN/2	$6,541.19	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII520 Electrically Operated Non-Fused Without any change to trip unit DSII520WO/EN/2	$4,235.03	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII520 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII520W/MN/2	$6,309.17	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII520 Electrically Operated With 510 basic Digitrip and three sensors DSII520W/EN/2	$6,944.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSLII620 Manually Operated Fused Without any change to trip unit DSLII620WO/MF/2	$3,957.16	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSLII620 Manually Operated Fused With 510 basic Digitrip and three sensors DSLII620W/MF/2	$6,662.50	PL02728001E (Pg. 5)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSLII620 Electrically Operated Fused With 510 basic Digitrip and three sensors DSLII620W/EF/2	$7,620.23	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII632 Manually Operated Non-Fused Without any change to trip unit DSII632WO/MN/2	$4,235.03	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII632 Electrically Operated Non-Fused Without any change to trip unit DSII632WO/EN/2	$4,894.44	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII632 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII632W/MN/2	$6,944.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII632 Electrically Operated With 510 basic Digitrip and three sensors DSII632W/EN/2	$7,620.23	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII840 Manually Operated Non-Fused Without any change to trip unit DSII840WO/MN/2	$4,338.70	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII840 Electrically Operated Non-Fused Without any change to trip unit DSII840WO/EN/2	$5,065.11	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII840 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII840W/MN/2	$7,052.50	PL02728001E (Pg. 5)
561210FAC	Eaton Class 2 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII840 Electrically Operated With 510 basic Digitrip and three sensors DSII840W/EN/2	$7,795.13	PL02728001E (Pg. 5)
Eaton Class 3 Low Voltage Reconditioning Westinghouse® / Cutler-Hammer			
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB15 Manually Operated Non-Fused Without any change to trip unit DB15WO/MN/3	$1,581.17	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB15 Electrically Operated Non-Fused Without any change to trip unit DB15WO/EN/3	$1,839.29	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB15 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DB15W/MN/3	$4,473.40	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB15 Electrically Operated With 510 basic Digitrip and three sensors DB15W/EN/3	$4,735.75	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB25 Manually Operated Non-Fused Without any change to trip unit DB25WO/MN/3	$1,581.17	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB25 Electrically Operated Non-Fused Without any change to trip unit DB25WO/EN/3	$1,839.29	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB25 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DB25W/MN/3	$4,473.40	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB25 Electrically Operated With 510 basic Digitrip and three sensors DB25W/EN/3	$4,734.34	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB50 Manually Operated Non-Fused Without any change to trip unit DB50WO/MN/3	$1,597.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB50 Electrically Operated Non-Fused Without any change to trip unit DB50WO/EN/3	$1,859.04	PL02728001E (Pg. 5)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB50 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DB50W/MN/3	$4,680.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB50 Electrically Operated With 510 basic Digitrip and three sensors DB50W/EN/3	$4,902.19	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB75 Manually Operated Non-Fused Without any change to trip unit DB75WO/MN/3	$1,597.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB75 Electrically Operated Non-Fused Without any change to trip unit DB75WO/EN/3	$1,859.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB75 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DB75W/MN/3	$4,815.45	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB75 Electrically Operated With 510 basic Digitrip and three sensors DB75W/EN/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB100 Manually Operated Non-Fused Without any change to trip unit DB100WO/MN/3	$1,597.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB100 Electrically Operated Non-Fused Without any change to trip unit DB100WO/EN/2	$1,859.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB100 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DB100W/MN/2	$4,815.45	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DB100 Electrically Operated With 510 basic Digitrip and three sensors DB100W/EN/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL25 Manually Operated Fused Without any change to trip unit DBL25WO/MF/3	$1,859.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL25 Electrically Operated Fused Without any change to trip unit DBL25WO/EF/3	$1,946.49	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL25 Manually Operated Fused With 510 basic Digitrip and three sensors DBL25W/MF/3	$4,815.45	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL25 Electrically Operated Fused With 510 basic Digitrip and three sensors DBL25W/EF/3	$4,902.19	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL50 Manually Operated Fused Without any change to trip unit DBL50WO/MF/3	$1,859.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL50 Electrically Operated Fused Without any change to trip unit DBL50WO/EF/3	$1,946.49	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DBL50 Manually Operated Fused With 510 basic Digitrip and three sensors DBL50W/MF/3	$4,815.45	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer s Low Voltage Power Breakers frame DBL50 Electrically Operated Fused With 510 basic Digitrip and three sensors DBL50W/EF/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS206 Manually Operated Non-Fused Without any change to trip unit DS206WO/MN/3	$1,597.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS206 Electrically Operated Non-Fused Without any change to trip unit DS206WO/EN/3	$1,859.04	PL02728001E (Pg. 5)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS206 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DS206W/MN/3	$4,815.45	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS206 Electrically Operated With 510 basic Digitrip and three sensors DS206W/EN/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS416 Manually Operated Non-Fused Without any change to trip unit DS416WO/MN/3	$1,597.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS416 Electrically Operated Non-Fused Without any change to trip unit DS416WO/EN/3	$1,859.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS416 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DS416W/MN/3	$4,815.45	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS416 Electrically Operated With 510 basic Digitrip and three sensors DS416W/EN/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS420 Manually Operated Non-Fused Without any change to trip unit DS420WO/MN/3	$1,597.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS420 Electrically Operated Non-Fused Without any change to trip unit DS420WO/EN/3	$1,859.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS420 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DS420W/MN/3	$4,815.45	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS420 Electrically Operated With 510 basic Digitrip and three sensors DS420W/EN/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS632 Manually Operated Non-Fused Without any change to trip unit DS632WO/MN/3	$1,597.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS632 Electrically Operated Non-Fused Without any change to trip unit DS632WO/EN/3	$1,859.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS632 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DS632W/MN/3	$4,815.45	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS632 Electrically Operated With 510 basic Digitrip and three sensors DS632W/EN/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS840 Manually Operated Non-Fused Without any change to trip unit DS840WO/MN/3	$1,597.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS840 Electrically Operated Non-Fused Without any change to trip unit DS840WO/EN/3	$1,859.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS840 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DS840W/MN/3	$4,815.45	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DS840 Electrically Operated With 510 basic Digitrip and three sensors DS840W/EN/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL206 Manually Operated Fused Without any change to trip unit DSL206WO/MF/3	$1,859.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL206 Electrically Operated Fused Without any change to trip unit DSL206WO/EF/3	$1,946.49	PL02728001E (Pg. 5)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL206 Manually Operated Fused With 510 basic Digitrip and three sensors DSL206W/MF/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL206 Electrically Operated Fused With 510 basic Digitrip and three sensors DSL206W/EF/3	$5,165.25	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL416 Manually Operated Fused Without any change to trip unit DSL416WO/MF/3	$1,859.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL416 Electrically Operated Fused Without any change to trip unit DSL416WO/EF/3	$1,946.49	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL416 Manually Operated Fused With 510 basic Digitrip and three sensors DSL416W/MF/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSL416 Electrically Operated Fused With 510 basic Digitrip and three sensors DSL416W/EF/3	$5,165.25	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Manually Operated Non-Fused Without any change to trip unit DSII308WO/MN/3	$1,597.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Manually Operated Fused Without any change to trip unit DSII308WO/MF/3	$1,859.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Electrically Operated Non-Fused Without any change to trip unit DSII308WO/EN/3	$1,859.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Electrically Operated Fused Without any change to trip unit DSII308WO/EF/3	$1,946.49	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII308W/MN/3	$4,815.45	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Manually Operated Fused With 510 basic Digitrip and three sensors DSII308W/MF/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Electrically Operated With 510 basic Digitrip and three sensors DSII308W/EN/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII308 Electrically Operated Fused With 510 basic Digitrip and three sensors DSII308W/EF/3	$5,165.25	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII508 Manually Operated Non-Fused Without any change to trip unit DSII508WO/MN/3	$1,597.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII508 Electrically Operated Non-Fused Without any change to trip unit DSII508WO/EN/3	$1,859.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII508 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII508W/MN/3	$4,815.45	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII508 Electrically Operated With 510 basic Digitrip and three sensors DSII508W/EN/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII516 Manually Operated Non-Fused Without any change to trip unit DSII516WO/MN/3	$1,597.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII516 Electrically Operated Non-Fused Without any change to trip unit DSII516WO/EN/3	$1,859.04	PL02728001E (Pg. 5)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII516 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII516W/MN/3	$1,859.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII516 Electrically Operated With 510 basic Digitrip and three sensors DSII516W/EN/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Manually Operated Non-Fused Without any change to trip unit DSII608WO/MN/3	$1,597.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Electrically Operated Non-Fused Without any change to trip unit DSII608WO/EN/3	$1,859.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII608W/MN/3	$4,815.45	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Electrically Operated With 510 basic Digitrip and three sensors DSII608W/EN/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Manually Operated Non-Fused Without any change to trip unit DSII616WO/MN/3	$1,597.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Electrically Operated Non-Fused Without any change to trip unit DSII616WO/EN/3	$1,859.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII616W/MN/3	$4,815.45	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII608 Electrically Operated With 510 basic Digitrip and three sensors DSII616W/EN/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII520 Manually Operated Non-Fused Without any change to trip unit DSII520WO/MN/3	$1,597.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII520 Electrically Operated Non-Fused Without any change to trip unit DSII520WO/EN/3	$1,859.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII520 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII520W/MN/3	$4,815.45	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII520 Electrically Operated With 510 basic Digitrip and three sensors DSII520W/EN/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSLII620 Manually Operated Fused Without any change to trip unit DSLII620WO/MF/3	$1,597.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSLII620 Electrically Operated Fused Without any change to trip unit DSLII620WO/EF/3	$1,859.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSLII620 Manually Operated Fused With 510 basic Digitrip and three sensors DSLII620W/MF/3	$4,815.45	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSLII620 Electrically Operated Fused With 510 basic Digitrip and three sensors DSLII620W/EF/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII632 Manually Operated Non-Fused Without any change to trip unit DSII632WO/MN/3	$1,597.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII632 Electrically Operated Non-Fused Without any change to trip unit DSII632WO/EN/3	$1,859.04	PL02728001E (Pg. 5)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII632 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII632W/MN/3	$4,815.45	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII632 Electrically Operated With 510 basic Digitrip and three sensors DSII632W/EN/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII840 Manually Operated Non-Fused Without any change to trip unit DSII840WO/MN/3	$1,597.39	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII840 Electrically Operated Non-Fused Without any change to trip unit DSII840WO/EN/3	$1,859.04	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII840 Manually Operated Non-Fused With 510 basic Digitrip and three sensors DSII840W/MN/3	$4,815.45	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® / Cutler-Hammer Low Voltage Power Breakers frame DSII840 Electrically Operated With 510 basic Digitrip and three sensors DSII840W/EN/3	$5,037.60	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse Low Voltage Power Breakers DS 3 Pole MDS and MDN Frames DS3/MDS/MDN/REMANF	$7,429.10	PL02728001E (Pg. 5)
561210FAC	Eaton Class 3 Reconditioning Westinghouse Low Voltage Power Breakers DS 3 Pole Double Wide Frames DS3/DOBLEWIDE/REMANF	$8,183.72	PL02728001E (Pg. 5)
Eaton Reconditioning Modifications Westinghouse® / Cutler-Hammer			
561210FAC	Eaton Reconditioning Modification Mod Code B Digitrip 510 Zone, NO CPT Supplied with Standard Kit (5 Cell Wires)	$343.46	PL02728001E (Pg. 6)
561210FAC	Eaton Reconditioning Modification Mod Code C Digitrip 510 Zone, NO CPT Supplied with Standard Kit (Cell Harness Removed)	$42.32	PL02728001E (Pg. 6)
561210FAC	Eaton Reconditioning Modification Mod Code D Digitrip 610, NO CPT Supplied with Standard Kit (12 Cell Wires)	$1,246.88	PL02728001E (Pg. 6)
561210FAC	Eaton Reconditioning Modification Mod Code E Digitrip 610, NO CPT Supplied with Standard Kit (Cell Harness Removed)	$858.29	PL02728001E (Pg. 6)
561210FAC	Eaton Reconditioning Modification Mod Code F Digitrip 610, Breaker - Mounted CPT with Standard Kit (12 Cell Wires)	$1,457.75	PL02728001E (Pg. 6)
561210FAC	Eaton Reconditioning Modification Mod Code G Digitrip 610, Breaker - Mounted CPT with Standard Kit (Cell Harness Removed)	$1,028.96	PL02728001E (Pg. 6)
561210FAC	Eaton Reconditioning Modification Mod Code H Digitrip 610, Breaker - Mounted CPT with Simplified (No Cell Wires)	$866.75	PL02728001E (Pg. 6)
561210FAC	Eaton Reconditioning Modification Mod Code J Digitrip 810, NO CPT Supplied with Standard Kit (16 Cell Wires)	$3,093.23	PL02728001E (Pg. 6)
561210FAC	Eaton Reconditioning Modification Mod Code K Digitrip 810, NO CPT Supplied with Standard Kit (Cell Harness Removed)	$2,575.57	PL02728001E (Pg. 6)
561210FAC	Eaton Reconditioning Modification Mod Code L Digitrip 810, NO CPT Supplied with Simplified (6 Cell Wires)	$3,004.37	PL02728001E (Pg. 6)
561210FAC	Eaton Reconditioning Modification Mod Code M Digitrip 810, Breaker - Mounted CPT with Standard Kit (16 Cell Wires)	$3,263.90	PL02728001E (Pg. 6)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Reconditioning Modification Mod Code N Digitrip 810, Breaker - Mounted CPT with Standard Kit (Cell Harness Removed)	$2,794.20	PL02728001E (Pg. 6)
561210FAC	Eaton Reconditioning Modification Mod Code O Digitrip 810, Breaker - Mounted CPT with Simplified (No Cell Wires)	$3,175.04	PL02728001E (Pg. 6)
561210FAC	Eaton Reconditioning Modification Mod Code J Digitrip 910, NO CPT Supplied with Standard Kit (16 Cell Wires)	$3,563.63	PL02728001E (Pg. 6)
561210FAC	Eaton Reconditioning Modification Mod Code K Digitrip 910, NO CPT Supplied with Standard Kit (Cell Harness Removed)	$3,044.56	PL02728001E (Pg. 6)
561210FAC	Eaton Reconditioning Modification Mod Code L Digitrip 910, NO CPT Supplied with Simplified (6 Cell Wires)	$3,474.77	PL02728002E (Pg. 6)
561210FAC	Eaton Reconditioning Modification Mod Code M Digitrip 910, Breaker - Mounted CPT with Standard Kit (16 Cell Wires)	$3,733.59	PL02728002E (Pg. 6)
561210FAC	Eaton Reconditioning Modification Mod Code N Digitrip 910, Breaker - Mounted CPT with Standard Kit (Cell Harness Removed)	$3,218.76	PL02728002E (Pg. 6)
561210FAC	Eaton Reconditioning Modification Mod Code O Digitrip 910, Breaker - Mounted CPT with Simplified (No Cell Wires)	$3,644.73	PL02728002E (Pg. 6)
561210FAC	Eaton Reconditioning Modification Mod Code P: For All Digitrip Units -Add 4th CT	$202.41	PL02728002E (Pg. 6)
561210FAC	Eaton Reconditioning Modification Mod Code Q For All Digitrip Units -Add Arc Flash Reduction Maintenance Switch Field Installation and/or Modifications	$971.83	PL02728002E (Pg. 6)
Eaton Class 1 Reconditioning Medium Voltage Allis-Chalmers			
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame AM-100 Maximum 15kV 1200A Class 1 Reconditioning AM-100/1200A/1	$15,028.17	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame AM-150 Maximum 15kV 1200A Class 1 Reconditioning AM-150/1200A/1	$15,028.17	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame AM-250 Maximum 15kV 1200A Class 1 Reconditioning AM-250/1200A/1	$15,028.17	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame AM-100 Maximum 15kV 2000A Class 1 Reconditioning AM-100/2000A/1	$15,968.27	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame AM-150 Maximum 15kV 2000A Class 1 Reconditioning AM-150/2000A/1	$15,968.27	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame AM-250 Maximum 15kV 2000A Class 1 Reconditioning AM-250/2000A/1	$15,968.27	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame MA-250 Maximum 15kV 1200A Class 1 Reconditioning MA-250/1200A/1	$10,123.16	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame MA-350 Maximum 15kV 1200A Class 1 Reconditioning MA-350/1200A/1	$10,123.16	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame MA-250 Maximum 15kV 2000A Class 1 Reconditioning MA-250/2000A/1	$10,214.84	PL02728002E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame MA-350 Maximum 15kV 2000A Class 1 Reconditioning MA-350/2000A/1	$10,214.84	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame FB-500 Maximum 15kV 1200A Class 1 Reconditioning FB-500/1200A/1	$15,601.54	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame FC-500 Maximum 15kV 1200A Class 1 Reconditioning FC-500/1200A/1	$15,601.54	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame FC-750 Maximum 15kV 1200A Class 1 Reconditioning FC-750/1200A/1	$16,227.80	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame FB-500 Maximum 15kV 2000A Class 1 Reconditioning FB-500/2000A/1	$16,667.17	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame FC-500 Maximum 15kV 2000A Class 1 Reconditioning FC-500/2000A/1	$16,667.17	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame FC-750 Maximum 15kV 2000A Class 1 Reconditioning FC-750/2000A/1	$16,892.85	PL02728002E (Pg. 2)
Eaton Class 3 Reconditioning Medium Voltage Allis-Chalmers			
561210FAC	Eaton Class 3 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame AM-100 Maximum 15kV 1200A Class 3 Reconditioning AM-100/1200A/3	$2,208.14	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame AM-150 Maximum 15kV 1200A Class 3 Reconditioning AM-150/1200A/3	$2,208.14	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame AM-250 Maximum 15kV 1200A Class 3 Reconditioning AM-250/1200A/3	$2,208.14	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame AM-100 Maximum 15kV 2000A Class 3 Reconditioning AM-100/2000A/3	$2,292.06	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame AM-150 Maximum 15kV 2000A Class 3 Reconditioning AM-150/2000A/3	$2,292.06	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame AM-250 Maximum 15kV 2000A Class 3 Reconditioning AM-250/2000A/3	$2,292.06	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame MA-250 Maximum 15kV 1200A Class 3 Reconditioning MA-250/1200A/3	$2,208.14	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame MA-350 Maximum 15kV 1200A Class 3 Reconditioning MA-350/1200A/3	$2,208.14	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame MA-250 Maximum 15kV 2000A Class 3 Reconditioning MA-250/2000A/3	$2,292.06	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame MA-350 Maximum 15kV 2000A Class 3 Reconditioning MA-350/2000A/3	$2,292.06	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame FB-500 Maximum 15kV 1200A Class 3 Reconditioning FB-500/1200A/3	$2,299.82	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame FC-500 Maximum 15kV 1200A Class 3 Reconditioning FC-500/1200A/3	$2,299.82	PL02728002E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame FC-750 Maximum 15kV 1200A Class 3 Reconditioning FC-750/1200A/3	$2,299.82	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame FB-500 Maximum 15kV 2000A Class 3 Reconditioning FB-500/2000A/3	$2,796.32	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame FC-500 Maximum 15kV 2000A Class 3 Reconditioning FC-500/2000A/3	$2,796.32	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Allis-Chalmers Medium Voltage Power Breaker frame FC-750 Maximum 15kV 2000A Class 3 Reconditioning FC-750/2000A/3	$2,796.32	PL02728002E (Pg. 2)
Eaton Class 1 Reconditioning Medium Voltage GE			
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-2.4-150 Maximum 15kV 1200A Class 1 Reconditioning AM-2.4-150/1200A/1	$8,656.24	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-4.16-150Maximum 15kV 1200A Class 1 Reconditioning AM-4.16-150/1200A/1	$8,656.24	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-4.16-250 Maximum 15kV 1200A Class 1 Reconditioning AM-4.16-250/1200A/1	$8,656.24	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-4.16-350 Maximum 15kV 1200A Class 1 Reconditioning AM-4.16-350/1200A/1	$9,042.72	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-2.4-150 Maximum 15kV 2000A Class 1 Reconditioning AM-2.4-150/2000A/1	$8,946.80	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-4.16-150 Maximum 15kV 2000A Class 1 Reconditioning AM-4.16-150/2000A/1	$8,946.80	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-4.16-250 Maximum 15kV 2000A Class 1 Reconditioning AM-4.16-250/2000A/1	$8,946.80	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-4.16-350 Maximum 15kV 2000A Class 1 Reconditioning AM-4.16-350/2000A/1	$9,824.84	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-5-150 Maximum 15kV 1200A Class 1 Reconditioning AM-5-150 /1200A/1	$8,656.24	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-5-250 Maximum 15kV 1200A Class 1 Reconditioning AM-5-250/1200A/1	$8,656.24	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-7.2-250 Maximum 15kV 1200A Class 1 Reconditioning AM-7.2-250/1200A/1	$9,824.84	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-7.2-500 Maximum 15kV 1200A Class 1 Reconditioning AM-7.2-500/1200A/1	$9,824.84	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-5-150 Maximum 15kV 2000A Class 1 Reconditioning AM-5-150 /2000A/1	$8,946.80	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-4.16-150 Maximum 15kV 2000A Class 1 Reconditioning AM-5-250/2000A/1	$8,946.80	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-7.2-250 Maximum 15kV 2000A Class 1 Reconditioning AM-7.2-250/2000A/1	$10,143.61	PL02728002E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-7.2-500 Maximum 15kV 2000A Class 1 Reconditioning AM-7.2-500/2000A/1	$10,143.61	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-250 Maximum 15kV 1200A Class 1 Reconditioning AM-13.8-250/1200A/1	$10,505.40	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-500 Maximum 15kV 1200A Class 1 Reconditioning AM-13.8-500/1200A/1	$10,505.40	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-750 Maximum 15kV 1200A Class 1 Reconditioning AM-13.8-750/1200A/1	$10,848.86	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-250 Maximum 15kV 2000A Class 1 Reconditioning AM-13.8-250/2000A/1	$10,604.84	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-500 Maximum 15kV 2000A Class 1 Reconditioning AM-13.8-500/2000A/1	$10,604.84	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-750 Maximum 15kV 2000A Class 1 Reconditioning AM-13.8-750/2000A/1	$10,994.14	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-1000 Maximum 15kV 1200A Class 1 Reconditioning AM-13.8-1000/1200A/1	$10,848.86	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-15-250 Maximum 15kV 1200A Class 1 Reconditioning AM-15-250/1200A/1	$10,505.40	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-750 Maximum 15kV 1200A Class 1 Reconditioning AM-13.8-750/1200A/1	$10,505.40	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-250 Maximum 15kV 2000A Class 1 Reconditioning AM-13.8-1000/2000A/1	$10,994.14	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-15-250 Maximum 15kV 2000A Class 1 Reconditioning AM-15-250/2000A/1	$10,604.84	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-750 Maximum 15kV 2000A Class 1 Reconditioning AM-13.8-750/2000A/1	$10,604.84	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame 50VBB1-250 Maximum 15kV 1200A Class 1 Reconditioning 50VBB1-250/1200A/1	$8,270.47	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame 50VBB1-350 Maximum 15kV 1200A Class 1 Reconditioning 50VBB1-350/1200A/1	$8,656.24	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame 75VBB1-500 Maximum 15kV 1200A Class 1 Reconditioning 75VBB1-500/1200A/1	$10,123.16	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame 50VBB1-250 Maximum 15kV 2000A Class 1 Reconditioning 50VBB1-250/2000A/1	$8,656.24	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame 50VBB1-350 Maximum 15kV 2000A Class 1 Reconditioning 50VBB1-350/2000A/1	$8,580.07	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame 75VBB1-500 Maximum 15kV 2000A Class 1 Reconditioning 75VBB1-500/2000A/1	$10,505.40	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame 150VBB1-500 Maximum 15kV 1200A Class 1 Reconditioning 150VBB1-500/1200A/1	$10,123.16	PL02728002E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame 150VBB1-750 Maximum 15kV 1200A Class 1 Reconditioning 150VBB1-750/1200A/1	$10,848.86	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame 150VBB1-1000 Maximum 15kV 1200A Class 1 Reconditioning 150VBB1-1000/1200A/1	$10,848.86	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame 150VBB1-500 Maximum 15kV 2000A Class 1 Reconditioning 150VBB1-500/2000A/1	$10,505.40	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame 150VBB1-750 Maximum 15kV 2000A Class 1 Reconditioning 150VBB1-750/2000A/1	$11,773.44	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame 150VBB1-750 Maximum 15kV 2000A Class 1 Reconditioning 150VBB1-750/2000A/1	$11,773.44	PL02728002E (Pg. 2)
Eaton Class 3 Reconditioning Medium Voltage GE			
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-2.4-150 Maximum 15kV 1200A Class 3 Reconditioning AM-2.4-150/1200A/3	$1,470.45	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-4.16-150Maximum 15kV 1200A Class 3 Reconditioning AM-4.16-150/1200A/3	$1,470.45	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-4.16-250 Maximum 15kV 1200A Class 3 Reconditioning AM-4.16-250/1200A/3	$1,825.89	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-4.16-350 Maximum 15kV 1200A Class 3 Reconditioning AM-4.16-350/1200A/3	$1,825.89	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-2.4-150 Maximum 15kV 2000A Class 3 Reconditioning AM-2.4-150/2000A/3	$1,825.89	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-4.16-150 Maximum 15kV 2000A Class 3 Reconditioning AM-4.16-150/2000A/3	$1,825.89	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-4.16-250 Maximum 15kV 2000A Class 3 Reconditioning AM-4.16-250/2000A/3	$1,757.48	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-4.16-350 Maximum 15kV 2000A Class 3 Reconditioning AM-4.16-350/2000A/3	$1,757.48	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-5-150 Maximum 15kV 1200A Class 3 Reconditioning AM-5-150 /1200A/3	$1,470.45	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-5-250 Maximum 15kV 1200A Class 3 Reconditioning AM-5-250/1200A/3	$1,470.45	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-7.2-250 Maximum 15kV 1200A Class 3 Reconditioning AM-7.2-250/1200A/3	$1,470.45	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-7.2-500 Maximum 15kV 1200A Class 3 Reconditioning AM-7.2-500/1200A/3	$1,470.45	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-5-150 Maximum 15kV 2000A Class 3 Reconditioning AM-5-150 /2000A/3	$1,757.48	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-4.16-150 Maximum 15kV 2000A Class 3 Reconditioning AM-5-250/2000A/3	$1,757.48	PL02728002E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-7.2-250 Maximum 15kV 2000A Class 3 Reconditioning AM-7.2-250/2000A/3	$1,925.33	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-7.2-500 Maximum 15kV 2000A Class 3 Reconditioning AM-7.2-500/2000A/3	$1,925.33	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-250 Maximum 15kV 1200A Class 3 Reconditioning AM-13.8-250/1200A/3	$1,470.45	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-500 Maximum 15kV 1200A Class 3 Reconditioning AM-13.8-500/1200A/3	$1,470.45	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-750 Maximum 15kV 1200A Class 3 Reconditioning AM-13.8-750/1200A/3	$1,470.45	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-250 Maximum 15kV 2000A Class 3 Reconditioning AM-13.8-250/2000A/3	$1,925.33	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-500 Maximum 15kV 2000A Class 3 Reconditioning AM-13.8-500/2000A/3	$1,925.33	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-750 Maximum 15kV 2000A Class 3 Reconditioning AM-13.8-750/2000A/3	$1,925.33	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-1000 Maximum 15kV 1200A Class 3 Reconditioning AM-13.8-1000/1200A/3	$1,933.09	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-15-250 Maximum 15kV 1200A Class 3 Reconditioning AM-15-250/1200A/3	$1,825.89	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-750 Maximum 15kV 1200A Class 3 Reconditioning AM-13.8-750/1200A/3	$1,825.89	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-250 Maximum 15kV 2000A Class 3 Reconditioning AM-13.8-1000/2000A/3	$2,032.53	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-15-250 Maximum 15kV 2000A Class 3 Reconditioning AM-15-250/2000A/3	$1,925.33	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame AM-13.8-750 Maximum 15kV 2000A Class 3 Reconditioning AM-13.8-750/2000A/3	$1,925.33	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame 50VBB1-250 Maximum 15kV 1200A Class 3 Reconditioning 50VBB1-250/1200A/3	$1,470.45	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame 50VBB1-350 Maximum 15kV 1200A Class 3 Reconditioning 50VBB1-350/1200A/3	$1,825.89	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame 75VBB1-500 Maximum 15kV 1200A Class 3 Reconditioning 75VBB1-500/1200A/3	$1,825.89	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame 50VBB1-250 Maximum 15kV 2000A Class 3 Reconditioning 50VBB1-250/2000A/3	$1,825.89	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame 50VBB1-350 Maximum 15kV 2000A Class 3 Reconditioning 50VBB1-350/2000A/3	$1,757.48	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame 75VBB1-500 Maximum 15kV 2000A Class 3 Reconditioning 75VBB1-500/2000A/3	$1,925.33	PL02728002E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame 150VBB1-500 Maximum 15kV 1200A Class 3 Reconditioning 150VBB1-500/1200A/3	$1,825.89	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame 150VBB1-750 Maximum 15kV 1200A Class 3 Reconditioning 150VBB1-750/1200A/3	$1,757.48	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame 150VBB1-1000 Maximum 15kV 1200A Class 3 Reconditioning 150VBB1-1000/1200A/3	$1,925.33	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame 150VBB1-500 Maximum 15kV 2000A Class 3 Reconditioning 150VBB1-500/2000A/3	$1,925.33	PL02728002E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning General Electric® Medium Voltage Power Breaker frame 150VBB1-750 Maximum 15kV 2000A Class 3 Reconditioning 150VBB1-750/2000A/3	$1,925.33	PL02728002E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning General Electric® Medium Voltage Power Breaker frame 150VBB1-750 Maximum 15kV 2000A Class 3 Reconditioning 150VBB1-750/2000A/3	$2,032.53	PL02728002E (Pg. 2)
Eaton Class 1 Reconditioning Medium Voltage ITE®			
561210FAC	Eaton Class 1 Reconditioning ITE® Medium Voltage Power Breaker frame 5HV-150 Maximum 15kV 1200A Class 1 Reconditioning 5HV-150/1200A/1	$9,381.94	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning ITE® Medium Voltage Power Breaker frame5HV-250 Maximum 15kV 1200A Class 1 Reconditioning 5HV-250/1200A/1	$9,381.94	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning ITE® Medium Voltage Power Breaker frame 5HK-250 Maximum 15kV 1200A Class 1 Reconditioning 5HK-250/1200A/1	$9,970.82	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning ITE® Medium Voltage Power Breaker frame 5HV-150 Maximum 15kV 2000A Class 1 Reconditioning 5HV-150/2000A/1	$10,123.16	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning ITE® Medium Voltage Power Breaker frame5HV-250 Maximum 15kV 2000A Class 1 Reconditioning 5HV-250/2000A/1	$10,123.16	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning ITE® Medium Voltage Power Breaker frame 5HK-250 Maximum 15kV 2000A Class 1 Reconditioning 5HK-250/2000A/1	$11,888.40	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning ITE® Medium Voltage Power Breaker frame7.5HK-500 Maximum 15kV 1200A Class 1 Reconditioning 7.5HK-500/1200A/1	$13,267.87	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning ITE® Medium Voltage Power Breaker frame 15HK-500 Maximum 15kV 1200A Class 1 Reconditioning 15HK-500/1200A/1	$13,267.87	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning ITE® Medium Voltage Power Breaker frame 15HK-750 Maximum 15kV 1200A Class 1 Reconditioning 15HK-750/1200A/1	$13,927.98	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning ITE® Medium Voltage Power Breaker frame 7.5HK-500 Maximum 15kV 2000A Class 1 Reconditioning 7.5HK-500/2000A/1	$13,267.16	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning ITE® Medium Voltage Power Breaker frame 15HK-500 Maximum 15kV 2000A Class 1 Reconditioning 15HK-500/2000A/1	$14,042.94	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning ITE® Medium Voltage Power Breaker frame 15HK-750 Maximum 15kV 2000A Class 1 Reconditioning 15HK-750/2000A/1	$14,745.37	PL02728002E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
Eaton Class 3 Reconditioning Medium Voltage ITE®			
561210FAC	Eaton Class 3 Reconditioning ITE® Medium Voltage Power Breaker frame 5HV-150 Maximum 15kV 1200A Class 3 Reconditioning 5HV-150/1200A/3	$1,825.89	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Medium Voltage Power Breaker frame 5HV-250 Maximum 15kV 1200A Class 3 Reconditioning 5HV-250/1200A/3	$1,825.89	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning ITE® Breakers Medium Voltage Power Breaker frame 5HK-250 Maximum 15kV 1200A Class 3 Reconditioning 5HK-250/1200A/3	$1,825.89	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning ITE® Medium Voltage Power Breaker frame 5HV-150 Maximum 15kV 2000A Class 3 Reconditioning 5HV-150/2000A/3	$1,986.69	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning medium Voltage Power Breaker frame5HV-250 Maximum 15kV 2000A Class 3 Reconditioning 5HV-250/2000A/3	$1,986.69	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning ITE® Medium Voltage Power Breaker frame 5HK-250 Maximum 15kV 2000A Class 3 Reconditioning 5HK-250/2000A/3	$1,986.69	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning ITE® Medium Voltage Power Breaker frame7.5HK-500 Maximum 15kV 1200A Class 3 Reconditioning 7.5HK-500/1200A/3	$1,825.89	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning ITE® Medium Voltage Power Breaker frame 15HK-500 Maximum 15kV 1200A Class 3 Reconditioning 15HK-500/1200A/3	$1,986.69	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning ITE® Medium Voltage Power Breaker frame 15HK-750 Maximum 15kV 1200A Class 3 Reconditioning 15HK-750/1200A/3	$1,986.69	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning ITE® Medium Voltage Power Breaker frame 7.5HK-500 Maximum 15kV 2000A Class 3 Reconditioning 7.5HK-500/2000A/3	$2,796.32	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning ITE® Medium Voltage Power Breaker frame 15HK-500 Maximum 15kV 2000A Class 3 Reconditioning 15HK-500/2000A/3	$2,796.32	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning ITE® Medium Voltage Power Breaker frame 15HK-750 Maximum 15kV 2000A Class 3 Reconditioning 15HK-750/2000A/3	$2,903.51	PL02728002E (Pg. 3)
Eaton Class 1 Reconditioning Westinghouse® Medium Voltage			
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DH-150 Maximum 15kV 1200A Class 1 Reconditioning 50DH-150/1200A/1	$8,270.47	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DH-250 Maximum 15kV 1200A Class 1 Reconditioning 50DH-250/1200A/1	$8,270.47	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 50DH-350 Maximum 15kV 1200A Class 1 Reconditioning 50DH-350/1200A/1	$9,275.45	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 50DH-150 Maximum 15kV 2000A Class 1 Reconditioning 50DH-150/2000A/1	$8,950.33	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DH-250 Maximum 15kV 2000A Class 1 Reconditioning 50DH-250/2000A/1	$8,950.33	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 75DH-500 Maximum 15kV 1200A Class 1 Reconditioning 75DH-500/1200A/1	$10,505.40	PL02728002E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DH-500 Maximum 15kV 1200A Class 1 Reconditioning 150DH-500/1200A/1	$10,505.40	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 150DH-750 Maximum 15kV 1200A Class 1 Reconditioning 150DH-750/1200A/1	$10,505.40	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 75DH-500 Maximum 15kV 2000A Class 1 Reconditioning 75DH-500/2000A/1	$11,147.18	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DH-500 Maximum 15kV 2000A Class 1 Reconditioning 150DH-500/2000A/1	$11,147.18	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DH-750 Maximum 15kV 2000A Class 1 Reconditioning 150DH-750/2000A/1	$11,147.18	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DH-1000E Maximum 15kV 1200A Class 1 Reconditioning 150DH-1000E/1200A/1	$10,505.40	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DHP-250 (Monolith) Maximum 15kV 1200A Class 1 Reconditioning 50DHP-250(M)/1200A/1	$8,025.75	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DHP-250 (Monolith) Maximum 15kV 2000A Class 1 Reconditioning 50DHP-250(M)/2000A/1	$8,564.56	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DHP-250 (PIP) Maximum 15kV 1200A Class 1 Reconditioning 50DHP-250 (P)1200A/1	$8,747.92	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DHP-250 (PIP) Maximum 15kV 2000A Class 1 Reconditioning 50DHP-250 (P)2000A/1	$9,283.21	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DHP-350 (Monolith) Maximum 15kV 1200A Class 1 Reconditioning 50DHP-350(M)/1200A/1	$8,564.56	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DHP-350 (Monolith) Maximum 15kV 2000A Class 1 Reconditioning 50DHP-350(M)/2000A/1	$8,817.04	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 150DH-750 (PIP) Maximum 15kV 1200A Class 1 Reconditioning 50DHP-350(P)/1200A/1	$9,283.21	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 150DH-750 (PIP) Maximum 15kV 2000A Class 1 Reconditioning 50DHP-350(P)/2000A/1	$9,534.98	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame75DHP-500 (Monolith) Maximum 15kV 1200A Class 1 Reconditioning 75DHP-500(M)/1200A/1	$9,977.88	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 75DHP-500 (PIP) Maximum 15kV 1200A Class 1 Reconditioning 75DHP-500(P)/1200A/1	$10,696.53	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DHP-500 (Monolith) Maximum 15kV 1200A Class 1 Reconditioning 150DHP-500(M)/1200A/1	$9,977.88	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame150DHP-500 (PIP) Maximum 15kV 1200A Class 1 Reconditioning 150DHP-500(P)/1200A/1	$10,696.53	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DHP-750 (Monolith) Maximum 15kV 1200A Class 1 Reconditioning 150DHP-750(M)/1200A/1	$10,115.40	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 150DHP-750(PIP) Maximum 15kV 1200A Class 1 Reconditioning 150DHP-750(P)/1200A/1	$10,837.58	PL02728002E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame75DHP-500 (Monolith) Maximum 15kV 2000A Class 1 Reconditioning 75DHP-500(M)/2000A/1	$10,115.40	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 75DHP-500 (PIP) Maximum 15kV 2000A Class 1 Reconditioning 75DHP-500(P)/2000A/1	$10,837.58	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DHP-500 (Monolith) Maximum 15kV 2000A Class 1 Reconditioning 150DHP-500(M)/2000A/1	$10,115.40	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame150DHP-500 (PIP) Maximum 15kV 2000A Class 1 Reconditioning 150DHP-500(P)/2000A/1	$10,837.58	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DHP-750 (Monolith) Maximum 15kV 2000A Class 1 Reconditioning 150DHP-750(M)/2000A/1	$10,505.40	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 150DHP-750(PIP) Maximum 15kV 2000A Class 1 Reconditioning 150DHP-750(P)/2000A/1	$11,223.35	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DHP-1000 (Monolith) Maximum 15kV 1200A Class 1 Reconditioning 150DHP-1000 (M)/1200A/1	$10,115.40	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 150DHP-1000 (PIP) Maximum 15kV 1200A Class 1 Reconditioning 150DHP-1000 (P)/1200A/1	$10,837.58	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50VCPW-250 Maximum 15kV 1200A Class 1 Reconditioning 50VCPW-250/1200A/1	$8,159.74	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 50VCPW-350 Maximum 15kV 1200A Class 1 Reconditioning 50VCPW-350/1200A/1	$8,270.47	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DHP-1000 (Monolith) Maximum 15kV 2000A Class 1 Reconditioning 150DHP-1000 (M)/2000A/1	$10,505.40	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 150DHP-1000 (PIP) Maximum 15kV 2000A Class 1 Reconditioning 150DHP-1000 (P)/2000A/1	$11,223.35	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50VCPW-250 Maximum 15kV 2000A Class 1 Reconditioning 50VCPW-250/2000A/1	$8,950.33	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 50VCPW-350 Maximum 15kV 2000A Class 1 Reconditioning 50VCPW-350/2000A/1	$9,046.24	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 75VCPW-500 Maximum 15kV 1200A Class 1 Reconditioning 75VCPW-500/1200A/1	$9,825.54	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 150VCPW-750 Maximum 15kV 1200A Class 1 Reconditioning 150VCPW-500/1200A/1	$9,825.54	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50VCPW-250 Maximum 15kV 1200A Class 1 Reconditioning 150VCPW-750 /1200A/1	$10,841.81	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame150VCPW-1000 Maximum 15kV 1200A Class 1 Reconditioning 150VCPW-1000/1200A/1	$10,841.81	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 75VCPW-500 Maximum 15kV 2000A Class 1 Reconditioning 75VCPW-500/2000A/1	$10,115.40	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 150VCPW-500 Maximum 15kV 2000A Class 1 Reconditioning 150VCPW-500/2000A/1	$10,115.40	PL02728002E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning Westinghouse®Medium Voltage Power Breaker frame150VCPW-750 Maximum 15kV 2000A Class 1 Reconditioning 150VCPW-750 /2000A/1	$11,368.63	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 150VCPW-1000 Maximum 15kV 2000A Class 1 Reconditioning 150VCPW-1000/2000A/1	$11,368.63	PL02728002E (Pg. 3)
Eaton Class 3 Reconditioning Westinghouse® Medium Voltage			
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DH-150 Maximum 15kV 1200A Class 3 Reconditioning 50DH-150/1200A/3	$1,470.45	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DH-250 Maximum 15kV 1200AClass 3 Reconditioning 50DH-250/1200A/3	$1,470.45	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 50DH-350 Maximum 15kV 1200A Class 3 Reconditioning 50DH-350/1200A/3	$1,581.88	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 50DH-150 Maximum 15kV 2000A Class 3 Reconditioning 50DH-150/2000A/3	$1,581.88	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DH-250 Maximum 15kV 2000AClass 3 Reconditioning 50DH-250/2000A/3	$1,581.88	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 75DH-500 Maximum 15kV 1200A Class 3 Reconditioning 75DH-500/1200A/3	$1,581.88	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DH-500 Maximum 15kV 1200A Class 3 Reconditioning 150DH-500/1200A/3	$1,581.88	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 150DH-750 Maximum 15kV 1200A Class 3 Reconditioning 150DH-750/1200A/3	$1,757.48	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 75DH-500 Maximum 15kV 2000A Class 3 Reconditioning 75DH-500/2000A/3	$1,933.09	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DH-500 Maximum 15kV 2000A Class 3 Reconditioning 150DH-500/2000A/3	$1,933.09	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DH-750 Maximum 15kV 2000A Class 3 Reconditioning 150DH-750/2000A/3	$2,108.70	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DH-1000E Maximum 15kV 1200A Class 3 Reconditioning 150DH-1000E/1200A/3	$1,933.09	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DHP-250 (Monolith) Maximum 15kV 1200A Class 3 Reconditioning 50DHP-250(M)/1200A/3	$1,470.45	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DHP-250 (PIP)) Maximum 15kV 1200A Class 3 Reconditioning 50DHP-250(P)/1200A/3	$2,192.62	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DHP-350 (Monolith) Maximum 15kV 1200A Class 3 Reconditioning 50DHP-350(M)/1200A/3	$1,581.88	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DHP-350 (PIP) Maximum 15kV 1200A Class 3 Reconditioning 50DHP-350(P)/1200A/3	$2,299.82	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DHP-250 (Monolith) Maximum 15kV 2000A Class 3 Reconditioning 50DHP-250(M)/2000A/3	$1,933.09	PL02728002E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DHP-250 (PIP)) Maximum 15kV 2000A Class 3 Reconditioning 50DHP-250(P)/2000A/3	$2,651.03	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DHP-350 (Monolith) Maximum 15kV 2000A Class 3 Reconditioning 50DHP-350(M)/2000A/3	$1,933.09	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50DHP-350 (PIP) Maximum 15kV 2000A Class 3 Reconditioning 50DHP-350(P)/2000A/3	$2,651.03	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame75DHP-500 (Monolith) Maximum 15kV 1200A Class 3 Reconditioning 75DHP-500(M)/1200A/3	$1,581.88	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 75DHP-500 (PIP) Maximum 15kV 1200A Class 3 Reconditioning 75DHP-500(P)/1200A/3	$2,299.82	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DHP-500 (Monolith) Maximum 15kV 1200A Class 3 Reconditioning 150DHP-500(M)/1200A/3	$1,581.88	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® Medium Voltage Power Breaker frame150DHP-500 (PIP) Maximum 15kV 1200A Class 3 Reconditioning 150DHP-500(P)/1200A/3	$2,299.82	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DHP-750 (Monolith) Maximum 15kV 1200A Class 3 Reconditioning 150DHP-750(M)/1200A/3	$1,581.88	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 150DHP-750(PIP) Maximum 15kV 1200A Class 3 Reconditioning 150DHP-750(P)/1200A/3	$2,299.82	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame75DHP-500 (Monolith) Maximum 15kV 2000A Class 3 Reconditioning 75DHP-500(M)/2000A/3	$1,933.09	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 75DHP-500 (PIP) Maximum 15kV 2000A Class 3 Reconditioning 75DHP-500(P)/2000A/3	$2,651.03	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DHP-500 (Monolith) Maximum 15kV 2000A Class 3 Reconditioning 150DHP-500(M)/2000A/3	$1,933.09	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® Medium Voltage Power Breaker frame150DHP-500 (PIP) Maximum 15kV 2000A Class 3 Reconditioning 150DHP-500(P)/2000A/3	$2,651.03	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DHP-750 (Monolith) Maximum 15kV 2000A Class 3 Reconditioning 150DHP-750(M)/2000A/3	$1,933.09	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 150DHP-750(PIP) Maximum 15kV 2000A Class 3 Reconditioning 150DHP-750(P)/2000A/3	$2,651.03	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DHP-1000 (Monolith) Maximum 15kV 1200A Class 3 Reconditioning 150DHP-1000 (M)/1200A/3	$1,933.09	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 150DHP-1000 (PIP) Maximum 15kV 1200A Class 3 Reconditioning 150DHP-1000 (P)/1200A/3	$2,651.03	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50VCPW-250 Maximum 15kV 1200A Class 3 Reconditioning 50VCPW-250/1200A/3	$1,470.45	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 50VCPW-350 Maximum 15kV 1200A Class 3 Reconditioning 50VCPW-350/1200A/3	$1,581.88	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 150DHP-1000 (Monolith) Maximum 15kV 2000A Class 3 Reconditioning 150DHP-1000 (M)/2000A/3	$2,395.03	PL02728002E (Pg. 3)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 3 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 150DHP-1000 (PIP) Maximum 15kV 2000A Class 3 Reconditioning 150DHP-1000 (P)/2000A/3	$3,113.68	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50VCPW-250 Maximum 15kV 2000A Class 3 Reconditioning 50VCPW-250/2000A/3	$1,933.09	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 50VCPW-350 Maximum 15kV 2000A Class 3 Reconditioning 50VCPW-350/2000A/3	$2,040.29	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 75VCPW-500 Maximum 15kV 1200A Class 3 Reconditioning 75VCPW-500/1200A/3	$1,581.88	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 150VCPW-750 Maximum 15kV 1200A Class 3 Reconditioning 150VCPW-500/1200A/3	$1,581.88	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 50VCPW-250 Maximum 15kV 1200A Class 3 Reconditioning 150VCPW-750 /1200A/3	$1,757.48	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® Medium Voltage Power Breaker frame150VCPW-1000 Maximum 15kV 1200A Class 3 Reconditioning 150VCPW-1000/1200A/3	$1,933.09	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame 75VCPW-500 Maximum 15kV 2000A Class 3 Reconditioning 75VCPW-500/2000A/3	$1,933.09	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 150VCPW-500 Maximum 15kV 2000A Class 3 Reconditioning 150VCPW-500/2000A/3	$1,933.09	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse®Medium Voltage Power Breaker frame150VCPW-750 Maximum 15kV 2000A Class 3 Reconditioning 150VCPW-750 /2000A/3	$2,108.70	PL02728002E (Pg. 3)
561210FAC	Eaton Class 3 Reconditioning Westinghouse® Medium Voltage Power Breaker frame 150VCPW-1000 Maximum 15kV 2000A Class 3 Reconditioning 150VCPW-1000/2000A/3	$2,395.03	PL02728002E (Pg. 3)
	Eaton Class 3 Reconditioning Modification Options		
561210FAC	Eaton Reconditioning Modification Option A New Wiring	$928.11	PL02728002E (Pg. 3)
561210FAC	Eaton Reconditioning Modification Option B Doble Test	$534.58	PL02728002E (Pg. 3)
561210FAC	Eaton Class 1 Reconditioning Medium Voltage Contactor General Electric® LIMIT-AMP 2.4/5kV 400A GE/LIMIT-AMP/400A/1	$4,912.77	PL02728003E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Medium Voltage Contactor General Electric® LIMIT-AMP 2.4/5kV 800A GE/LIMIT-AMP/800A/1	$4,912.77	PL02728003E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Medium Voltage Contactor Cutler-Hammer / Westinghouse® AMPGARD2.4/5kV 200A CH/W/AMPGARD/200A/1	$4,912.77	PL02728003E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Medium Voltage Contactor Cutler-Hammer / Westinghouse® AMPGARD2.4/5kV 400A CH/W/AMPGARD/400A/1	$4,912.77	PL02728003E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Medium Voltage Contactor Cutler-Hammer / Westinghouse® AMPGARD2.4/5kV 800A CH/W/AMPGARD/800A/1	$4,912.77	PL02728003E (Pg. 2)

SIN	Service Labor Category or Job Title/Task	GSA Price	Catalog w/ Page
561210FAC	Eaton Class 1 Reconditioning Medium Voltage Contactor Cutler-Hammer / Westinghouse® ISOSWITCH 2.4/5kV 200A CH/W/ISOSWITCH200A/1	$2,253.98	PL02728003E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Medium Voltage Contactor Cutler-Hammer / Westinghouse® ISOSWITCH 2.4/5kV 400A CH/W/ISOSWITCH/400A/1	$2,796.32	PL02728003E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Medium Voltage Contactor Cutler-Hammer / Westinghouse® ISOSWITCH 2.4/5kV 800A CH/W/ISOSWITCH/800A/1	$3,330.90	PL02728003E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Medium Voltage Contactor General Electric® LIMIT-AMP 2.4/5kV 400A GE/LIMIT-AMP/400A/3	$1,290.61	PL02728003E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Medium Voltage Contactor General Electric® LIMIT-AMP 2.4/5kV 800A GE/LIMIT-AMP/800A/3	$1,421.08	PL02728003E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Medium Voltage Contactor Cutler-Hammer / Westinghouse® AMPGARD2.4/5kV 400A CH/W/AMPGARD/400A/3	$1,198.93	PL02728003E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Medium Voltage Contactor Cutler-Hammer / Westinghouse® AMPGARD2.4/5kV 800A CH/W/AMPGARD/800A/3	$1,329.40	PL02728003E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Medium Voltage Contactor Cutler-Hammer / Westinghouse® ISOSWITCH 2.4/5kV 400A CH/W/ISOSWITCH/400A/3	$595.94	PL02728003E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Medium Voltage Contactor Cutler-Hammer / Westinghouse® ISOSWITCH 2.4/5kV 800A CH/W/ISOSWITCH/800A/3	$695.38	PL02728003E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Medium Voltage Contactor All Other Brand Contactors 2.4/5kV 400A Allis-Chalmers, ITE®, etc.	$4,912.77	PL02728003E (Pg. 2)
561210FAC	Eaton Class 1 Reconditioning Medium Voltage Contactor All Other Brand Contactors2.4/5kV 800A Allis-Chalmers, ITE®, etc.	$4,912.77	PL02728003E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Medium Voltage Contactor All Other Brand Contactors 2.4/5kV 400A Allis-Chalmers, ITE®, etc.	$1,290.61	PL02728003E (Pg. 2)
561210FAC	Eaton Class 3 Reconditioning Medium Voltage Contactor All Other Brand Contactors2.4/5kV 800A Allis-Chalmers, ITE®, etc.	$1,421.08	PL02728003E (Pg. 2)

SIN	Course Title	Course Length*	Minimum Participants	Maximum Participants	Traing Facility Eaton or Customer Facility or Both	GSA Price	Eaton Pricing Catalog
Training Courses							
561210FAC	Automatic Transfer Switch (ATS) Startup, Commissioning and Operation	4 days	6	12	Eaton ***or*** Customer Facility	$1,808.97	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Basic Electrical Testing	4 days	6	12	Eaton Facility	$1,808.97	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Basic Protective Relay Testing	5 days	6	12	Eaton ***or*** Customer Facility	$1,808.97	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Understanding and Overview of LV and MV Electrical Drawings	2.5 days	6	12	Eaton Facility	$1,355.59	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Electrical and Arc Flash Safety	1 days	6	20	Eaton ***or*** Customer Facility	$811.54	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Electrical Safety for the Qualified Worker	3 days	6	12	Eaton ***or*** Customer Facility	$1,351.06	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Hazardous Energy Control	3.5 days	6	12	Eaton ***or*** Customer Facility	$1,355.59	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Industrial Power Systems Analysis I	4.5 days	4	12	Eaton ***or*** Customer Facility	$1,808.97	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Industrial Power Systems Analysis II	3 days	4	12	Eaton ***or*** Customer Facility	$1,351.06	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Overcurrent Protection	3 days	6	12	Eaton ***or*** Customer Facility	$1,355.59	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Overvoltage Protection	2 days	6	12	Eaton Facility	$1,174.24	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Power Quality Monitoring and Analysis	2.5 days	4	12	Eaton Facility	$1,355.59	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Switchgear Maintenance	4 days	6	12	Eaton Facility	$1,808.97	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Transformer Startup and Maintenance	5 days	6	12	Eaton Facility	$1,808.97	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Arc-Flash Safety	.5 Day	6	20	Both	$448.84	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Power Xpert, PowerNet and PowerVision Basics	3.5 Day	4	12	Eaton Facility	$1,536.94	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Power Quality Lab Tour	2.0 Hours	6	30	Eaton Facility	#VALUE!	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Power Systems Solutions for Engineers	1 days	6	30	Eaton Facility	$226.69	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Power Systems Experience Center Tour	.5 day	6	30	Eaton Facility	$226.69	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Low-Voltage Motor Controllers and Motor Control Centers	4.5 days	4	12	Eaton Facility	$1,808.97	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Transformer Maintenance	1.0 day	6	12	Eaton Facility	$811.54	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Maintenance of Ampgard Motor Starters: LF, SJA and SLS	2.0 days	4	12	Eaton Facility	$1,174.24	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Maintenance of AC Motors	1.0 day	6	12	Eaton Facility	$811.54	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Maintenance of VAC-CLAD Switchgear and Type VCP-W Circuit Breakers	1.5 days	4	12	Eaton Facility	$1,174.24	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Maintenance of Liquid-Immersed Unit Substation Transformers	1 day	6	12	Eaton Facility	$811.54	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)

SIN	Course Title	Course Length*	Minimum Participants	Maximum Participants	Traing Facility Eaton or Customer Facility or Both	GSA Price	Eaton Pricing Catalog
561210FAC	Maintenance of Dry-Type Unit Substation	8.0 hours	6	12	Eaton Facility	$811.54	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Operation and Maintenance of WLI and MVS Load Interrupter Switches	4.0 hours	6	12	Eaton Facility	$448.84	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Magnum DS Switchgear and Circuit Breakers	1 day	6	12	Eaton Facility	$811.54	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Operation and Functional Testing of Cutler-Hammer Digitrip Systems	.5 day	6	12	Eaton Facility	$448.84	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Using the MP3000 Motor Protection System	.5 day	6	12	Eaton Facility	$448.84	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Using Insulgard Partial-Discharge Monitoring Devices	1 day	6	12	Eaton Facility	$811.54	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Using Type S810-D IT Motor Starters	.5 day	6	12	Eaton Facility	$448.84	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Intelligent Technologies Motor Control Center Maintenance	1 day	6	12	Eaton Facility	$811.54	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Operation and Maintenance of Power Xpert PX4000/6000/8000 Meters	1 day	6	12	Eaton Facility	$811.54	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)
561210FAC	Operation and Maintenance of Freedom Motor-Control Centers	2 days	6	12	Eaton Facility	$1,174.24	2020 Q1 Reference Guide & Price Book (Effective 01/15/2020)

SIN	Product Name	Product Description	Time of Delivery ARO*	Country of Origin	MFR Part Number	GSA Price	Pricing Catalog
Eaton Green Motion EV Smart Breaker Charger							
3361E	Eaton Green Motion EV Smart Breaker Charger - Wallbox kit	EV Wall charger kit, 7.7kW	3-4 weeks	USA	GMEV32BR-WC	$744.57	Eaton EVSE Price List February 2022
3361E	Eaton Green Motion EV Smart Breaker Charger - Wallbox kit with Plug In	EV Wall charger kit, 7.7kW - Plug in (NEMA 14-50)	3-4 weeks	USA	GMEV32BR-WCPL	$744.57	Eaton EVSE Price List February 2022
3361E	Eaton Green Motion EV Smart Breaker Charger - BAB Style Direct Connect Kit	BAB Style - Direct Connect Kit	3-4 weeks	USA	GMEV32BAB-DC	$686.51	Eaton EVSE Price List February 2022
3361E	Eaton Green Motion EV Smart Breaker Charger - BR Style Direct Connect Kit	BR Style - Direct Connect Kit	3-4 weeks	USA	GMEV32BR-DC	$686.51	Eaton EVSE Price List February 2022
3361E	Eaton Green Motion EV Smart Breaker Charger - BAB Style Junction Box Kit	BAB Style - Junction Box Kit	3-4 weeks	USA	GMEV32BAB-JB	$704.49	Eaton EVSE Price List February 2022
3361E	Eaton Green Motion EV Smart Breaker Charger - BR Style Junction Box Kit	BR Style - Junction Box Kit	3-4 weeks	USA	GMEV32BR-JB	$704.49	Eaton EVSE Price List February 2022
3361E	Eaton Green Motion EV Smart Breaker Charger - EV Single Port Pedestal (Need to also order 1 x GMEV32BR-WC)	EV Single Port Pedestal (Need to also order 1xGMEV32BR-WC)	3-4 weeks	USA	GMEV-PED	$916.72	Eaton EVSE Price List February 2022
3361E	Eaton Green Motion EV Smart Breaker Charger - EV Dual Port Pedestal (Need to also order 2 x GMEV32BR-WC)	EV Dual Port Pedestal (Need to also order 2xGMEV32BR-WC)	3-4 weeks	USA	GMEV-DPED	$1,002.53	Eaton EVSE Price List February 2022

**These lead times are standard, barring any supply chain interruptions*

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Catalog w/ Page
Eaton VR - Series Vacuum Replacement Breakers for WESTINGHOUSE							
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 4.16kv, 1200 Amp 75MVA(old) 75MVA(new) ELEM741	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DHP-VR+75	10-12 weeks	USA	93A7041	$19,817.53	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 4.16kv, 1200 Amp 75MVA(old) 250MVA(new) ELEM741	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DHP-VR+75U	10-12 weeks	USA	93A7043	$19,817.53	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 4.16kv, 1200 Amp 250MVA(old) 250MVA(new) ELEM741	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DHEP-VR+250	10-12 weeks	USA	93A7031	$20,381.73	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 4.16kv, 2000Amp 250MVA(old) 250MVA(new) ELEM741	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DHEP-VR+250	10-12 weeks	USA	93B7032	$23,273.25	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 4.16kv, 1200Amp 250MVA(old) 250MVA(new) w/20WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DHP-VR+250	12-16 weeks	USA	93A7001	$19,817.53	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 4.16kv, 2000Amp 250MVA(old) 250MVA(new) w/20WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse50DHP-VR+250	12-16 weeks	USA	93B7002	$22,638.53	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 4.16kv, 1200Amp 250MVA(old) 250MVA(new) w/ELEM741	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DHP-VR+250H	10-12 weeks	USA	93A7003	$23,484.83	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 4.16kv, 2000Amp 250MVA(old) 250MVA(new) w/ELEM741	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DHP-VR+250H	10-12 weeks	USA	93B7004	$26,376.35	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 4.16kv, 1200Amp 350MVA(old) 350MVA(new) w/20WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DHP-VR-250U	12-16 weeks	USA	94A7029	$25,318.48	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 4.16kv, 2000Amp 350MVA(old) 350MVA(new) w/20WR Vacuum Element w/20WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DHP-VR-250U	12-16 weeks	USA	94B7030	$28,068.95	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 4.16kv, 1200Amp 350MVA(old) 350MVA(new) w/20WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DHP-VR-350	12-16 weeks	USA	94A7005	$23,555.35	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 4.16kv, 2000Amp 350MVA(old) 350MVA(new) w/20WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DHP-VR-350	12-16 weeks	USA	94B7006	$27,434.23	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 4.16kv, 3000Amp 350MVA(old) 350MVA(new) w/29WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DHP-VR-350	12-16 weeks	USA	94C7007	$46,405.45	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 7.2kv, 1200Amp 500MVA(old) 500MVA(new) w/ELEM1041	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 75DHP-VR+500	10-12 weeks	USA	93A7008	$23,414.30	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 7.2kv, 2000Amp 500MVA(old) 500MVA(new) w/ELEM1041	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 75DHP-VR+500	10-12 weeks	USA	93B7009	$26,376.35	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 7.2kv, 3000Amp 500MVA(old) 500MVA(new) w/29WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 75DHP-VR-500	12-16 weeks	USA	94C7010	$37,589.83	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 7.2kv, 1200Amp 500MVA(old) 500MVA(new) w/ELEM1041	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 75DVP-VR+500	10-12 weeks	USA	93A7033	$24,754.28	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 7.2kv, 2000Amp 500MVA(old) 500MVA(new) w/ELEM1041	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 75DVP-VR+500	10-12 weeks	USA	93B7034	$27,645.80	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 1200Amp 500MVA(old) 500MVA(new) w/ELEM1041	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR+500	10-12 weeks	USA	93A7011	$21,228.03	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 2000Amp 500MVA(old) 500MVA(new) w/ELEM1041	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR+500	10-12 weeks	USA	93B7012	$24,190.08	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 3000Amp 500MVA(old) 500MVA(new) w/29WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR-500	12-16 weeks	USA	94B7025	$37,589.83	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 1200Amp 500MVA(old) 750MVA(new) w/ELEM1041	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 1150DHP-VR+500U	10-12 weeks	USA	93A7015	$24,895.33	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 2000Amp 500MVA(old) 750MVA(new) w/ELEM1041	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR+500U	10-12 weeks	USA	93B7040	$27,222.65	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 1200Amp 500MVA(old) 1000MVA(new) w/29WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR-500XU	12-16 weeks	USA	94A7036	$28,068.95	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 2000Amp 500MVA(old) 1000MVA(new) w/29WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR-500XU	12-16 weeks	USA	94B7037	$30,255.23	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 1200Amp 500MVA(old) 500MVA(new) w/ELEM1041	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DVP-VR+500	10-12 weeks	USA	93A7042	$22,638.53	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 2000Amp 500MVA(old)500MVA(new) w/ELEM1041	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DVP-VR+500	10-12 weeks	USA	93B7043	$25,389.00	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 1200Amp 500MVA(old)500MVA(new) w/ELEM1041	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR+500H	10-12 weeks	USA	93A7013	$24,190.08	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 2000Amp 500MVA(old)500MVA(new) w/ELEM1041	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR+500H	10-12 weeks	USA	93B7014	$27,011.08	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP13.8kv, 1200Amp 750MVA(old) 750MVA(new) w/ELEM1041	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR+750	10-12 weeks	USA	93A7016	$24,895.33	PL182001EN (Pg. 6)

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Catalog w/ Page
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 2000Amp 750MVA(old) 750MVA(new) w/ELEM1041	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR+750	10-12 weeks	USA	93B7017	$27,293.18	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 3000Amp 750MVA(old) 750MVA(new) w/29WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR-750	12-16 weeks	USA	94C7039	$40,128.73	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 1200Amp 750MVA(old) 1000MVA(new) w/29WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR-750U	12-16 weeks	USA	94A7044	$28,139.48	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 2000Amp 750MVA(old) 1000MVA(new) w/29WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR-750U	12-16 weeks	USA	94B7045	$30,255.23	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 1200Amp 750MVA(old) 750MVA(new) w/ELEM1041	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR+750C	10-12 weeks	USA	93A7020	$25,389.00	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 2000Amp 750MVA(old) 750MVA(new) w/ELEM1041	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR+750C	10-12 weeks	USA	93B7021	$30,678.38	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 3000Amp 750MVA(old) 750MVA(new) w/29WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR-750C	12-16 weeks	USA	94C7022	$40,128.73	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 1200Amp 750MVA(old) 1000MVA(new) w/29WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR-750CU	12-16 weeks	USA	94A7046	$28,139.48	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 2000Amp 750MVA(old) 1000MVA(new) w/29WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR-750CU	12-16 weeks	USA	94B7047	$30,255.23	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP13.8kv, 1200Amp 750MVA(old) 750MVA(new) w/ELEM1041	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR+750H	10-12 weeks	USA	93A7018	$27,152.13	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP13.8kv, 2000Amp 750MVA(old) 750MVA(new) w/ELEM1041	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR+750H	10-12 weeks	USA	93B7019	$29,479.45	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 1200Amp 750MVA(old) 750MVA(new) w/29WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR-750CH	12-16 weeks	USA	94A7023	$27,575.28	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 2000Amp 750MVA(old) 750MVA(new) w/29WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR-750CH	12-16 weeks	USA	94B7024	$28,280.53	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 3000Amp 750MVA(old) 750MVA(new) w/29WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR-750CH	12-16 weeks	USA	94C7033	$45,488.63	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 1200Amp 1000MVA(old) 1000MVA(new) w/29WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR-1000	12-16 weeks	USA	94A7026	$28,068.95	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 2000Amp 1000MVA(old) 1000MVA(new) w/29WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR-1000	12-16 weeks	USA	94B7027	$30,255.23	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DHP 13.8kv, 3000Amp 1000MVA(old) 1000MVA(new) w/29WR Vacuum Element	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 150DHP-VR-1000	12-16 weeks	USA	94C7028	$45,488.63	PL182001EN (Pg. 6)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 4.16kv, 1200 Amp 150MVA(old) 250MVA(new) w/ELEM741	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 50DH-VR+250	10-12 weeks	USA	93A1000	$17,842.83	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 4.16kv, 2000 Amp 250MVA(old) 250MVA(new) w/ELEM1041	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH-VR+250	10-12 weeks	USA	93B1003	$30,819.43	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 4.16kv, 1200 Amp 150-250MVA(old) 350MVA(new) w/18WR	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 50DH-VR-250U	12-16 weeks	USA	94A1001	$23,273.25	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 4.16kv, 2000 Amp 150-250MVA(old) 250MVA(new) w/29WR	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 50DH-VR-250U	12-16 weeks	USA	94B1004	$33,922.53	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 4.16kv, 1200 Amp 350MVA(old) 350MVA(new) w/20WR	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 50DH-VR-350	12-16 weeks	USA	94A1002	$22,920.63	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 4.16kv, 3000 Amp 350MVA(old) 350MVA(new) w/20WR	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 50DH-VR-350	12-16 weeks	USA	94C1005	$48,380.15	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 7.2kv, 1200 Amp 500MVA(old) 500MVA(new) w/29WR	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 75DH-VR-500	12-16 weeks	USA	94A1006	$24,472.18	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 7.2kv, 2000 Amp 500MVA(old) 500MVA(new) w/29WR	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 75DH-VR-500	12-16 weeks	USA	94B1007	$27,575.28	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 13.8kv, 1200 Amp 500MVA(old) 500MVA(new) w/29WR	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 150DH-VR-500	12-16 weeks	USA	94A1008	$22,568.00	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 13.8kv, 2000 Amp 500MVA(old) 500MVA(new) w/29WR	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 150DH-VR-500	12-16 weeks	USA	94B1011	$25,953.20	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 13.8kv, 1200 Amp 500MVA(old) 750MVA(new) w/29WR	VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 150DH-VR-500U	12-16 weeks	USA	94A1009	$25,177.43	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 13.8kv, 2000 Amp 500MVA(old) 750MVA(new) w/29WR	VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 150DH-VR-500U	12-16 weeks	USA	94B1012	$29,973.13	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 13.8kv, 1200 Amp 500MVA(old) 1000MVA(new) w/29WR	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 150DH-VR-500XU	12-16 weeks	USA	94A1010	$33,005.70	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 13.8kv, 2000 Amp 500MVA(old) 1000MVA(new) w/29WR	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 150DH-VR-500XU	12-16 weeks	USA	94B1013	$36,179.33	PL182001EN (Pg. 7)

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Catalog w/ Page
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 13.8kv, 1200 Amp 750MVA(old) 750MVA(new) w/29WR	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 150DH-VR-750	12-16 weeks	USA	94A1014	$25,177.43	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 13.8kv, 2000 Amp 750MVA (old) 750MVA (new) w/29WR	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH150DH-VR-750	12-16 weeks	USA	94B1016	$29,973.13	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 13.8kv, 1200 Amp 750MVA(old) 1000MVA(new) w/29WR	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 150DH-VR-750U	12-16 weeks	USA	94A1015	$33,005.70	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 13.8kv, 2000 Amp 750MVA(old) 1000MVA(new) w/29WR	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 150DH-VR-750U	12-16 weeks	USA	94B1017	$36,179.33	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 13.8kv, 1200 Amp 1000MVA(old) 1000MVA(new) w/29WR	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 150DH-VR-1000E	12-16 weeks	USA	94A1018	$36,814.05	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 13.8kv, 2000 Amp 1000MVA(old) 1000MVA(new) w/29WR	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 150DH-VR-1000E	12-16 weeks	USA	94C1020	$56,631.58	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 13.8kv, 1200 Amp 750MVA(old) 1500MVA(new) w/29WR	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 150DH-VR-1000EU e	12-16 weeks	USA	94A1019	$69,255.55	PL182001EN (Pg. 7)
ANCILLARY	VR - Series Vacuum Replacement Breakers for Westinghouse Type DH 13.8kv, 2000 Amp 750MVA(old) 1500MVA(new) w/29WR	Eaton VR - Series Vacuum Replacement Breakers for Westinghouse 50DH 150DH-VR-1000EU e	12-16 weeks	USA	94C1021	$105,011.73	PL182001EN (Pg. 7)
Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC							
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-2.4/4.16-VR+250	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 1200 Amp 150/250MVA(old) 250MVA(new) w/ELEM741	10-12 weeks	USA	93A2000	$20,945.93	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-2.4/4.16-VR+250	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 2000 Amp 150/250MVA(old) 250MVA(new) w/ELEM741	10-12 weeks	USA	93B2002	$24,965.85	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-2.4/4.16-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 1200 Amp 150/250MVA(old) 350MVA(new) w/18WR	12-16 weeks	USA	94A2001	$26,023.73	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-2.4/4.16-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 2000 Amp 150/250MVA(old) 350MVA(new) w/18WR	12-16 weeks	USA	94B2004	$29,832.08	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-4.16-VR+250	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 1200 Amp 250MVA(old) 250MVA(new) w/ELEM741	10-12 weeks	USA	93A2006	$20,945.93	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-4.16-VR+250	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 2000 Amp250MVA(old) 250MVA(new) w/ELEM741	10-12 weeks	USA	93B2008	$24,965.85	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-4.16-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 1200 Amp 250MVA(old) 350MVA(new) w/18WR	12-16 weeks	USA	94A2007	$26,023.73	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-4.16-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 2000 Amp 250MVA(old) 350MVA(new) w/18WR	12-16 weeks	USA	94B2009	$29,832.08	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-4.16-VR-350	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 1200 Amp 350MVA(old) 350MVA(new) w/18WR	12-16 weeks	USA	94A2010	$24,613.23	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-4.16-VR-350	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 2000 Amp 350MVA(old) 350MVA(new) w/18WR	12-16 weeks	USA	94B2011	$26,587.93	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-4.16-VR-350	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 3000 Amp 250MVA(old) 350MVA(new) w/29WR	12-16 weeks	USA	94C2012	$44,360.23	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-5-VR+250	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 1200 Amp 250MVA(old) 150/250MVA(new) w/ELEM741	10-12 weeks	USA	93A2000	$22,497.48	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-5-VR+250	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 2000 Amp 150/250MVA(old) 250MVA(new) w/ELEM741	10-12 weeks	USA	93B2002	$26,728.98	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AMH-4.76-VR+250	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 1200 Amp 250MVA(old) 250MVA(new) w/ELEM741	10-12 weeks	USA	93A2057	$23,132.20	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AMH-4.76-VR+250	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 2000 Amp250MVA(old) 250MVA(new) w/ELEM741	10-12 weeks	USA	93B2058	$27,222.65	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-7.2-VR-500	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 7.2kv, 1200 Amp 500MVA(old) 500MVA(new) w/29WR	12-16 weeks	USA	94A2013	$25,106.90	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-7.2-VR-500	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 7.2kv, 2000 Amp 500MVA(old) 500MVA(new) w/29WR	12-16 weeks	USA	94B2014	$29,126.83	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-7.5-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 7.2kv, 1200 Amp 250MVA(old) 500MVA(new) w/18WR	12-16 weeks	USA	94A2015	$26,799.50	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-7.5-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 7.2kv, 2000 Amp 250MVA(old) 500MVA(new) w/18WR	12-16 weeks	USA	94B2018	$31,595.20	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-13.8-VR-500	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 1200 Amp 250/500MVA(old) 500MVA(new) w/29WR	12-16 weeks	USA	94A2020	$21,228.03	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-13.8-VR-500	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 2000 Amp 250/500MVA(old) 500MVA(new) w/29WR	12-16 weeks	USA	94B2023	$25,671.10	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-13.8-VR-500U	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 1200 Amp 250/500MVA(old) 750MVA(new) w/29WR	12-16 weeks	USA	94A2040	$24,542.70	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-13.8-VR-500U	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 2000 Amp 250/500MVA(old) 750MVA(new) w/29WR	12-16 weeks	USA	94B2042	$28,492.10	PL182001EN (Pg. 8)

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Catalog w/ Page
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-13.8-VR-500XU	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 1200 Amp 250/500MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94A2041	$31,172.05	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-13.8-VR-500XU	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 2000 Amp 250/500MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94B2043	$34,698.30	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-13.8-VR-750-5H	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 1200 Amp750MVA(old) 750MVA(new) w/29WR	12-16 weeks	USA	94A2021	$24,542.70	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-13.8-VR-750-5H	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 2000 Amp 750MVA(old) 750MVA(new) w/29WR	12-16 weeks	USA	94B2024	$28,492.10	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-13.8-VR-750U-5H	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 1200 Amp 750MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94A2022	$31,172.05	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-13.8-VR-750U-5H	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 2000 Amp 750MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94B2025	$34,698.30	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-13.8-VR-750T	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 1200 Amp750MVA(old) 750MVA(new) w/29WR	12-16 weeks	USA	94A2026	$25,318.48	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-13.8-VR-750T	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 2000 Amp 750MVA(old) 750MVA(new) w/29WR	12-16 weeks	USA	94B2028	$28,280.53	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-13.8-VR-750TU	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 1200 Amp 750MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94A2027	$31,454.15	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-13.8-VR-750TU	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 2000 Amp 750MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94B2029	$34,557.25	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-13.8-VR-1000	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 1200 Amp 1000MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94A2030	$31,454.15	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-13.8-VR-1000	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 2000 Amp 1000MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94B2031	$34,557.25	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE AM-13.8-VR-1000	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 3000 Amp 1000MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94C2051	$51,553.78	PL182001EN (Pg. 8)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE VB/VB1-4.16-250	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 1200 Amp 250 Nominal MVA (new) w/ELEM1041	10-12 weeks	USA	VB1-4.16-VR+250-1200	$24,331.13	PL182001EN (Pg. 9)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE VB/VB1-4.16-250	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 2000 Amp 250 Nominal MVA (new) w/ELEM1041	10-12 weeks	USA	VB1-4.16-VR+250-2000	$27,786.85	PL182001EN (Pg. 9)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE VB/VB1-4.16-250	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 1200 Amp w/ELEM1041	10-12 weeks	USA	VB1-4.16-VR+41-1200	$28,562.63	PL182001EN (Pg. 9)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE VB/VB1-4.16-250	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 2000 Amp(new) w/ELEM1041	10-12 weeks	USA	VB1-4.16-VR+41-2000	$32,018.35	PL182001EN (Pg. 9)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE VB/VB1-4.16-350	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 1200 Amp 350 Nominal MVA (new) w/29WR	12-16 weeks	USA	VB1-4.16-VR-350-1200	$28,915.25	PL182001EN (Pg. 9)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE VB/VB1-4.16-350	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 4.16kv, 2000 Amp 350 Nominal MVA (new) w/29WR	12-16 weeks	USA	VB1-4.16-VR-350-2000	$33,640.43	PL182001EN (Pg. 9)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE VB/VB1-7.2-500	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 7.2kv, 1200 Amp 500 Nominal MVA (new) w/ELEM1041	10-12 weeks	USA	VB1-7.2-VR+500-1200	$28,703.68	PL182001EN (Pg. 9)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE VB/VB1-7.2-500	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 7.2kv, 2000 Amp 500 Nominal MVA (new) w/ELEM1041	10-12 weeks	USA	VB1-7.2-VR+500-2000	$32,370.98	PL182001EN (Pg. 9)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE VB/VB1-13.8-500	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 1200 Amp 500 Nominal MVA (new) w/ELEM1041	10-12 weeks	USA	VB1-13.8-VR+500-1200	$26,023.73	PL182001EN (Pg. 9)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE VB/VB1-13.8-500	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 2000 Amp 500 Nominal MVA (new) w/ELEM1041	10-12 weeks	USA	VB1-13.8-VR+500-2000	$29,691.03	PL182001EN (Pg. 9)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE VB/VB1-13.8-750	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 1200 Amp 750 Nominal MVA (new) w/ELEM1041	10-12 weeks	USA	VB1-13.8-VR+750-1200	$30,537.33	PL182001EN (Pg. 9)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE VB/VB1-13.8-750	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 2000 Amp 750 Nominal MVA (new) w/ELEM1041	10-12 weeks	USA	VB1-13.8-VR+750-2000	$33,499.38	PL182001EN (Pg. 9)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE VB/VB1-13.8-500/750	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 1200 Amp (new) w/ELEM1041	10-12 weeks	USA	VB1-13.8-VR+41-1200	$34,768.83	PL182001EN (Pg. 9)
ANCILLARY	VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC TYPE VB/VB1-13.8-500/750	Eaton VR - Series Vacuum Replacement Breakers for GENERAL ELECTRIC 13.8kv, 2000 Amp (new) w/ELEM1041	10-12 weeks	USA	VB1-13.8-VR+41-2000	$37,730.88	PL182001EN (Pg. 9)
Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS							
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE AM-VR-150U	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 4.16kv, 1200 Amp 100MVA(old) 250MVA(new) w/18WR	12-16 weeks	USA	94A3000	$24,119.55	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE AM-VR-150U	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 4.16kv, 2000 Amp 100MVA(old) 250MVA(new) w/18WR	12-16 weeks	USA	94B3003	$38,718.23	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE AM-VR-250	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 4.16kv, 1200 Amp 250MVA(old) 250MVA(new) w/18WR	12-16 weeks	USA	94A3001	$24,119.55	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE AM-VR-250	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 4.16kv, 2000 Amp 250MVA(old) 250MVA(new) w/18WR	12-16 weeks	USA	94B3004	$38,718.23	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE AM-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 4.16kv, 1200 Amp 250MVA(old) 350MVA(new) w/18WR	12-16 weeks	USA	94A3002	$29,056.30	PL182001EN (Pg. 10)

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Catalog w/ Page
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE AM-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 4.16kv, 2000 Amp 250MVA(old) 350MVA(new) w/18WR	12-16 weeks	USA	94B3005	$41,891.85	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE MA-VR+250	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 4.16kv, 1200 Amp 250MVA(old) 250MVA(new) w/ELEM741	10-12 weeks	USA	93A3028	$20,099.63	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE MA-VR+250	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 4.16kv, 2000 Amp 250MVA(old) 250MVA(new) w/ELEM741	10-12 weeks	USA	93B3024	$25,247.95	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE MA-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 4.16kv, 1200 Amp 250MVA(old) 350MVA(new) w/18WR	12-16 weeks	USA	94A3025	$25,247.95	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE MA-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 4.16kv, 2000 Amp 250MVA(old) 350MVA(new) w/18WR	12-16 weeks	USA	94B3026	$29,832.08	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE MA-VR-350	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 4.16kv, 1200 Amp 150/250MVA(old) 350MVA(new) w/18WR	12-16 weeks	USA	94A3054	$25,247.95	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE MA-VR-350	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 4.16kv, 2000 Amp 150/250MVA(old) 350MVA(new) w/18WR	12-16 weeks	USA	94B3028	$29,832.08	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPEMC-VR+500	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 13.8kv, 2000 Amp 500MVA(old) 500MVA(new) w/ELEM741	10-12 weeks	USA	93A4080	$29,126.83	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FA-VR-350	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 4.16kv, 3000Amp 30MVA(old) 350MVA(new) w/29WR	12-16 weeks	USA	94C3022	$46,617.03	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FB-VR-500	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 7.2kv, 1200 Amp 500MVA(old) 500MVA(new) w/29WR	12-16 weeks	USA	94A3035	$23,061.68	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FB-VR-500	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 7.2kv, 2000 Amp 500MVA(old) 500MVA(new) w/29WR	12-16 weeks	USA	94B3036	$27,716.33	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FC-VR-500	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 13.8kv, 12000 Amp 500MVA(old) 500MVA(new) w/29WR	12-16 weeks	USA	94A3037	$21,439.60	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FC-VR-500	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 13.8kv, 20000 Amp 500MVA(old) 500MVA(new) w/29WR	12-16 weeks	USA	94B3038	$24,965.85	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FC-VR-500	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 13.8kv, 3000 Amp 500MVA(old) 500MVA(new) w/29WR	12-16 weeks	USA	94C3029	$43,161.30	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FC-VR-500U	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 13.8kv, 12000 Amp 500MVA(old) 750MVA(new) w/29WR	12-16 weeks	USA	94A3039	$23,202.73	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FC-VR-500U	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 13.8kv, 20000 Amp 500MVA(old) 750MVA(new) w/29WR	12-16 weeks	USA	94B3040	$28,139.48	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FC-VR-500U	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 13.8kv, 3000 Amp 500MVA(old) 750MVA(new) w/29WR	12-16 weeks	USA	94C3030	$44,924.43	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FC-VR-500XU	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 13.8kv, 12000 Amp 500MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94A3041	$27,363.70	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FC-VR-500XU	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 13.8kv, 20000 Amp 500MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94B3042	$33,005.70	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FC-VR-500XU	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 13.8kv, 3000 Amp 500MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94C3031	$47,322.28	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FC-VR-750	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 13.8kv, 12000 Amp 750MVA(old) 750MVA(new) w/29WR	12-16 weeks	USA	94A3043	$23,202.73	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FC-VR-750	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 13.8kv, 20000 Amp 750MVA(old) 750MVA(new) w/29WR	12-16 weeks	USA	94B3044	$28,139.48	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FC-VR-750	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 13.8kv, 3000 Amp 750MVA(old) 750MVA(new) w/29WR	12-16 weeks	USA	94C3032	$44,924.43	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FC-VR-750U	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 13.8kv, 12000 Amp 750MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94A3045	$28,280.53	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FC-VR-750U	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 13.8kv, 20000 Amp 750MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94B3046	$33,005.70	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FC-VR-750U	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 13.8kv, 3000 Amp 750MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94C3033	$47,322.28	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FC-VR-1000	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 13.8kv, 12000 Amp 1000MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94A3049	$28,280.53	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FC-VR-1000	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 13.8kv, 20000 Amp 1000MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94B3050	$33,005.70	PL182001EN (Pg. 10)
ANCILLARY	VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS TYPE FC-VR-1000	Eaton VR - Series Vacuum Replacement Breakers for ALLIS-CHALMERS 13.8kv, 3000 Amp 1000MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94C3034	$47,322.28	PL182001EN (Pg. 10)
Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC							
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-5-VR-250	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 4.16kv, 1200 Amp 250MVA(old) 250MVA(new) w/20WR (18 PIN SPLIT)	12-16 weeks	USA	94A4000	$20,945.93	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-5-VR-250	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 4.16kv, 1200 Amp 250MVA(old) 250MVA(new) w/20WR (18 PIN SOLID)	12-16 weeks	USA	94A4023	$20,945.93	PL182001EN (Pg. 11)

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Catalog w/ Page
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-5-VR-250	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 4.16kv, 1200 Amp 250MVA(old) 250MVA(new) w/20WR (30 PIN SPLIT)	12-16 weeks	USA	94A4025	$22,144.85	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-5-VR-250	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 4.16kv, 1200 Amp 250MVA(old) 250MVA(new) w/20WR (30 PIN SOLID)	12-16 weeks	USA	94A4027	$22,144.85	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-5-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 4.16kv, 1200 Amp 250MVA(old) 350MVA(new) w/20WR (18 PIN SPLIT)	12-16 weeks	USA	94A4001	$26,517.40	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-5-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 4.16kv, 1200 Amp 250MVA(old) 350MVA(new) w/20WR (18 PIN SOLID)	12-16 weeks	USA	94A4024	$26,517.40	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-5-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 4.16kv, 1200 Amp 250MVA(old) 350MVA(new) w/20WR (30 PIN SPLIT)	12-16 weeks	USA	94A4026	$27,504.75	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-5-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 4.16kv, 1200 Amp 250MVA(old) 350MVA(new) w/20WR (30 PIN SOLID)	12-16 weeks	USA	94A4028	$27,504.75	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-7.5-VR-500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 7.2kv, 1200 Amp 500MVA(old) 500MVA(new) w/29WR (18 PIN SPLIT)	12-16 weeks	USA	94A4002	$29,267.88	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-7.5-VR-500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 7.2kv, 1200 Amp 500MVA(old) 500MVA(new) w/29WR (18 PIN SOLID)	12-16 weeks	USA	94A4029	$29,267.88	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-7.5-VR-500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 7.2kv, 1200 Amp 500MVA(old) 500MVA(new) w/29WR (30 PIN SPLIT)	12-16 weeks	USA	94A4031	$30,466.80	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-7.5-VR-500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 7.2kv, 1200 Amp 500MVA(old) 500MVA(new) w/29WR (30 PIN SOLID)	12-16 weeks	USA	94A4033	$30,466.80	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-7.5-VR-500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 7.2kv, 2000 Amp 500MVA(old) 500MVA(new) w/29WR (18 PIN SPLIT)	12-16 weeks	USA	94B4006	$33,005.70	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-7.5-VR-500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 7.2kv, 2000 Amp 500MVA(old) 500MVA(new) w/29WR (18 PIN SOLID)	12-16 weeks	USA	94B4030	$33,005.70	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-7.5-VR-500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 7.2kv, 2000 Amp 500MVA(old) 500MVA(new) w/29WR (30 PIN SPLIT)	12-16 weeks	USA	94B4032	$34,204.63	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-7.5-VR-500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 7.2kv, 2000 Amp 500MVA(old) 500MVA(new) w/29WR (30 PIN SOLID)	12-16 weeks	USA	94B4034	$34,204.63	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 1200 Amp 500MVA(old) 500MVA(new) w/29WR (18 PIN SPLIT)	12-16 weeks	USA	94A4003	$26,305.83	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 1200 Amp 500MVA(old) 500MVA(new) w/29WR (18 PIN SOLID)	12-16 weeks	USA	94A4035	$26,305.83	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 1200 Amp 500MVA(old) 500MVA(new) w/29WR (30 PIN SPLIT)	12-16 weeks	USA	94A4037	$27,504.75	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 1200 Amp 500MVA(old) 500MVA(new) w/29WR (30 PIN SOLID)	12-16 weeks	USA	94A4039	$27,504.75	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 2000 Amp 500MVA(old) 500MVA(new) w/29WR (18 PIN SPLIT)	12-16 weeks	USA	94B4007	$29,338.40	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 2000 Amp 500MVA(old) 500MVA(new) w/29WR (18 PIN SOLID)	12-16 weeks	USA	94B4036	$29,338.40	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 2000 Amp 500MVA(old) 500MVA(new) w/29WR (30 PIN SPLIT)	12-16 weeks	USA	94B4038	$30,537.33	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 2000 Amp 500MVA(old) 500MVA(new) w/29WR (30 PIN SOLID)	12-16 weeks	USA	94B4040	$30,537.33	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-500U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 1200 Amp 500MVA(old) 750MVA(new) w/29WR (18 PIN SPLIT)	12-16 weeks	USA	94A4004	$29,479.45	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-500U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 1200 Amp 500MVA(old) 750MVA(new) w/29WR (18 PIN SOLID)	12-16 weeks	USA	94A4041	$29,479.45	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-500U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 1200 Amp 500MVA(old) 750MVA(new) w/29WR (30 PIN SPLIT)	12-16 weeks	USA	94A4043	$30,748.90	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-500U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 1200 Amp 500MVA(old) 750MVA(new) w/29WR (30 PIN SOLID)	12-16 weeks	USA	94A4045	$30,748.90	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-500U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 2000 Amp 500MVA(old) 750MVA(new) w/29WR (18 PIN SPLIT)	12-16 weeks	USA	94B4008	$33,499.38	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-500U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 2000 Amp 500MVA(old) 750MVA(new) w/29WR (18 PIN SOLID)	12-16 weeks	USA	94B4042	$33,499.38	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-500U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 2000 Amp 500MVA(old) 750MVA(new) w/29WR (30 PIN SPLIT)	12-16 weeks	USA	94B4044	$34,345.68	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-500U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 2000 Amp 500MVA(old) 750MVA(new) w/29WR (30 PIN SOLID)	12-16 weeks	USA	94B4046	$34,345.68	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-750	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 1200 Amp 750MVA(old) 750MVA(new) w/29WR (18 PIN SPLIT)	12-16 weeks	USA	94A4047	$29,479.45	PL182001EN (Pg. 11)

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Catalog w/ Page
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-750	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 1200 Amp 750MVA(old) 750MVA(new) w/29WR (18 PIN SOLID)	12-16 weeks	USA	94A4049	$29,479.45	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-750	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 1200 Amp 750MVA(old) 750MVA(new) w/29WR (30 PIN SPLIT)	12-16 weeks	USA	94A4051	$30,607.85	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-750	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 1200 Amp 750MVA(old) 750MVA(new) w/29WR (30 PIN SOLID)	12-16 weeks	USA	94A4053	$30,607.85	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-750	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 2000 Amp750MVA(old) 750MVA(new) w/29WR (18 PIN SPLIT)	12-16 weeks	USA	94B4048	$33,499.38	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-750	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 2000 Amp 750MVA(old) 750MVA(new) w/29WR (18 PIN SOLID)	12-16 weeks	USA	94B4050	$33,499.38	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-750	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 2000 Amp 750MVA(old) 750MVA(new) w/29WR (30 PIN SPLIT)	12-16 weeks	USA	94B4052	$34,839.35	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-750	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 2000 Amp 750MVA(old) 750MVA(new) w/29WR (30 PIN SOLID)	12-16 weeks	USA	94B4054	$34,839.35	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-750U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 1200 Amp 750MVA(old) 1000MVA(new) w/29WR (18 PIN SPLIT)	12-16 weeks	USA	94A4005	$40,763.45	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-750U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 1200 Amp 750MVA(old)1000MVA(new) w/29WR (18 PIN SOLID)	12-16 weeks	USA	94A4055	$40,763.45	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-750U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 1200 Amp 750MVA(old) 1000MVA(new) w/29WR (30 PIN SPLIT)	12-16 weeks	USA	94A4057	$41,962.38	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-750U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 1200 Amp 750MVA(old) 1000MVA(new) w/29WR (30 PIN SOLID)	12-16 weeks	USA	94A4059	$41,962.38	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-750U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 2000 Amp750MVA(old) 1000MVA(new) w/29WR (18 PIN SPLIT)	12-16 weeks	USA	94B4009	$46,899.13	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-750U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 2000 Amp 750MVA(old) 1000MVA(new) w/29WR (18 PIN SOLID)	12-16 weeks	USA	94B4056	$46,899.13	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-750U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 2000 Amp 750MVA(old) 1000MVA(new) w/29WR (30 PIN SPLIT)	12-16 weeks	USA	94B4058	$48,027.53	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-15-VR-750U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 2000 Amp 750MVA(old) 1000MVA(new) w/29WR (30 PIN SOLID)	12-16 weeks	USA	94B4060	$48,027.53	PL182001EN (Pg. 11)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-2-5-VR+250	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 4.16kv, 1200 Amp 250MVA(old) 250MVA(new) w/ELEM741	10-12 weeks	USA	93A4010	$20,522.78	PL182001EN (Pg. 12)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-2-5-VR+250	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 4.16kv, 2000 Amp 250MVA(old) 250MVA(new) w/ELEM741	10-12 weeks	USA	93B4012	$23,837.45	PL182001EN (Pg. 12)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-2-5-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 4.16kv, 1200 Amp 250MVA(old) 350MVA(new) w/18WR	12-16 weeks	USA	94A4011	$25,318.48	PL182001EN (Pg. 12)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-2-5-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 4.16kv, 2000 Amp 250MVA(old) 350MVA(new) w/18WR	12-16 weeks	USA	94B4013	$28,562.63	PL182001EN (Pg. 12)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-2-5-VR-350	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 4.16kv, 1200 Amp 350MVA(old) 350MVA(new) w/18WR	12-16 weeks	USA	94A4014	$25,318.48	PL182001EN (Pg. 12)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFICDST-2-5-VR-350 d	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 4.16kv, 2000 Amp 350MVA(old) 350MVA(new) w/18WR	12-16 weeks	USA	94B4018	$28,774.20	PL182001EN (Pg. 12)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-2-7.5-VR+500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 7.2kv, 1200 Amp 500MVA(old) 500MVA(new) w/ELEM741	10-12 weeks	USA	93A4015	$26,094.25	PL182001EN (Pg. 12)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-2-7.5-VR+500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 7.2kv, 2000 Amp 500MVA(old) 500MVA(new) w/ELEM741	10-12 weeks	USA	93B4019	$28,210.00	PL182001EN (Pg. 12)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-2-15-VR+500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 1200 Amp 500MVA(old) 500MVA(new) w/ELEM741	10-12 weeks	USA	93A4016	$22,568.00	PL182001EN (Pg. 12)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-2-15-VR+500	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 2000 Amp 500MVA(old) 500MVA(new) w/ELEM741	10-12 weeks	USA	93B4020	$25,389.00	PL182001EN (Pg. 12)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-2-15-VR+500U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 1200 Amp 500MVA(old) 750MVA(new) w/ELEM741	10-12 weeks	USA	93A4017	$25,177.43	PL182001EN (Pg. 12)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-2-15-VR+500U	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 2000 Amp 500MVA(old) 750MVA(new) w/ELEM741	10-12 weeks	USA	93B4021	$28,633.15	PL182001EN (Pg. 12)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-2-15-VR+750	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 1200 Amp 750MVA(old) 750MVA(new) w/ELEM741	10-12 weeks	USA	93A4017	$25,177.43	PL182001EN (Pg. 12)
ANCILLARY	VR-Series Breaker Products For FEDERAL PACIFIC DST-2-15-VR+750	Eaton VR - Series Vacuum Replacement Breakers for FEDERAL PACIFIC 13.8kv, 2000 Amp 750MVA(old) 750MVA(new) w/ELEM741	10-12 weeks	USA	93B4061	$28,633.15	PL182001EN (Pg. 12)
Eaton VR - Series Vacuum Replacement Breakers for ITE							
ANCILLARY	VR-Series Breaker Products For ITE 5HK-VR+250	Eaton VR - Series Vacuum Replacement Breakers for ITE 4.16kv, 1200 Amp 250MVA(old) 250MVA(new) w/ELEM741	10-12 weeks	USA	93A5021	$20,452.25	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE5HK-VR+250	Eaton VR - Series Vacuum Replacement Breakers for ITE 4.16kv, 2000 Amp 250MVA(old) 250MVA(new) w/ELEM741	10-12 weeks	USA	93B5022	$23,414.30	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 5HK-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for ITE 4.16kv, 1200 Amp 250MVA(old) 350MVA(new) w/20WR	12-16 weeks	USA	94A5023	$26,023.73	PL182001EN (Pg. 13)

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Catalog w/ Page
ANCILLARY	VR-Series Breaker Products For ITE 5HK-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for ITE 4.16kv, 2000 Amp 250MVA(old) 350MVA(new) w/20WR	12-16 weeks	USA	94B5024	$29,056.30	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 5HK-VR-350	Eaton VR - Series Vacuum Replacement Breakers for ITE 4.16kv, 1200 Amp 350MVA(old) 350MVA(new) w/20WR	12-16 weeks	USA	94A5025	$26,023.73	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 5HK-VR-350	Eaton VR - Series Vacuum Replacement Breakers for ITE 4.16kv, 2000 Amp 350MVA(old) 350MVA(new) w/20WR	12-16 weeks	USA	94B5026	$29,056.30	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 7.5HK-VR+500	Eaton VR - Series Vacuum Replacement Breakers for ITE 7.2kv, 1200 Amp 500MVA(old) 500MVA(new) w/ELEM1041	10-12 weeks	USA	93A5027	$24,472.18	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For TE 7.5HK-VR+500	Eaton VR - Series Vacuum Replacement Breakers for ITE 7.2kv, 2000 Amp 500MVA(old) 500MVA(new) w/ELEM1041	10-12 weeks	USA	93B5027	$27,927.90	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 15HK-VR+500	Eaton VR - Series Vacuum Replacement Breakers for ITE 13.8kv, 1200 Amp 500MVA(old) 500MVA(new)	10-12 weeks	USA	93A5028	$22,356.43	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 15HK-VR+500	Eaton VR - Series Vacuum Replacement Breakers for ITE 13.8kv, 2000 Amp 500MVA(old) 500MVA(new)	10-12 weeks	USA	93B5028	$25,036.38	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 15HK-VR+500U	Eaton VR - Series Vacuum Replacement Breakers for ITE 13.8kv, 1200 Amp 500MVA(old) 750MVA(new)	10-12 weeks	USA	93A5029	$25,036.38	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 15HK-VR+500U	Eaton VR - Series Vacuum Replacement Breakers for ITE 13.8kv, 2000 Amp 500MVA(old) 750MVA(new)	10-12 weeks	USA	93B5029	$28,280.53	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 15HK-VR+750	Eaton VR - Series Vacuum Replacement Breakers for ITE 13.8kv, 1200 Amp 750MVA(old) 750MVA(new)	10-12 weeks	USA	93A5030	$25,036.38	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 15HK-VR+750	Eaton VR - Series Vacuum Replacement Breakers for ITE 13.8kv, 2000 Amp 750MVA(old) 750MVA(new)	10-12 weeks	USA	93B5030	$28,280.53	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 15HK-VR-750U	Eaton VR - Series Vacuum Replacement Breakers for ITE 13.8kv, 1200 Amp 750MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94A5031	$28,985.78	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 15HK-VR-750U	Eaton VR - Series Vacuum Replacement Breakers for ITE 13.8kv, 2000 Amp 750MVA(old) 1000MVA(new) w/29WR	12-16 weeks	USA	94B5031	$32,088.88	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 5VHK-VR+250	Eaton VR - Series Vacuum Replacement Breakers for ITE 4.16kv, 1200 Amp 250MVA(old) 250MVA(new)	10-12 weeks	USA	Refer to Eaton	$24,965.85	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 5VHK-VR+250	Eaton VR - Series Vacuum Replacement Breakers for ITE 4.16kv, 2000 Amp 250MVA(old) 250MVA(new)	10-12 weeks	USA	Refer to Eaton	$27,998.43	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 7.5VHK-VR+500	Eaton VR - Series Vacuum Replacement Breakers for ITE 7.2kv, 1200 Amp 500MVA(old) 500MVA(new) w/ELEM1041	10-12 weeks	USA	Refer to Eaton	$28,703.68	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE7.5VHK-VR+500	Eaton VR - Series Vacuum Replacement Breakers for ITE 7.2kv, 1200 Amp 500MVA(old) 500MVA(new) w/ELEM1041	10-12 weeks	USA	Refer to Eaton	$32,159.40	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 15VHK-VR+500	Eaton VR - Series Vacuum Replacement Breakers for ITE 13.8kv, 1200 Amp 500MVA(old) 500MVA(new)	10-12 weeks	USA	Refer to Eaton	$26,587.93	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 15VHK-VR+500	Eaton VR - Series Vacuum Replacement Breakers for ITE 13.8kv, 2000 Amp 500MVA(old) 500MVA(new)	10-12 weeks	USA	Refer to Eaton	$29,761.55	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 15VHK-VR+500U	Eaton VR - Series Vacuum Replacement Breakers for ITE 13.8kv, 1200 Amp 500MVA(old) 750MVA(new)	10-12 weeks	USA	Refer to Eaton	$33,852.00	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 15VHK-VR+500U	Eaton VR - Series Vacuum Replacement Breakers for ITE 13.8kv, 2000 Amp 500MVA(old) 750MVA(new)	10-12 weeks	USA	Refer to Eaton	$37,871.93	PL182001EN (Pg. 13)
	VR-Series Breaker Products For ITE 15VHK-VR+750	Eaton VR - Series Vacuum Replacement Breakers for ITE 13.8kv, 1200 Amp 750MVA(old) 750MVA(new)	10-12 weeks	USA	Refer to Eaton	$33,852.00	PL182001EN (Pg. 13)
ANCILLARY	VR-Series Breaker Products For ITE 15VHK-VR+750	Eaton VR - Series Vacuum Replacement Breakers for ITE 13.8kv, 2000 Amp 750MVA(old) 750MVA(new)w/ELEM1041	10-12 weeks	USA	Refer to Eaton	$37,871.93	PL182001EN (Pg. 13)
Eaton VR - Series Vacuum Replacement Breakers for MCGRAW-EDISON							
ANCILLARY	VR-Series Breaker Products For MCGRAW-EDISON PSD-5-VR-250	Eaton VR - Series Vacuum Replacement Breakers for MCGRAW-EDISON 4.16kv, 1200 Amp 250MVA(old) 250MVA(new) w/20WR	12-16 weeks	USA	94A6000	$24,049.03	PL182001EN (Pg. 14)
ANCILLARY	VR-Series Breaker Products For MCGRAW-EDISON PSD-5-VR-250	Eaton VR - Series Vacuum Replacement Breakers for MCGRAW-EDISON 4.16kv, 2000 Amp 250MVA(old) 250MVA(new) w/20WR	12-16 weeks	USA	94B6014	$28,351.05	PL182001EN (Pg. 14)
ANCILLARY	VR-Series Breaker Products For MCGRAW-EDISON PSD-5-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for MCGRAW-EDISON 4.16kv, 1200 Amp 250MVA(old) 350MVA(new) w/20WR	12-16 weeks	USA	94A6015	$27,363.70	PL182001EN (Pg. 14)
ANCILLARY	VR-Series Breaker Products For MCGRAW-EDISON PSD-5-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for MCGRAW-EDISON 4.16kv, 2000 Amp 250MVA(old) 350MVA(new) w/20WR	12-16 weeks	USA	94B6016	$31,242.58	PL182001EN (Pg. 14)
ANCILLARY	VR-Series Breaker Products For MCGRAW-EDISON PSD-15-VR-501	Eaton VR - Series Vacuum Replacement Breakers for MCGRAW-EDISON 13.8kv, 1200 Amp 500MVA(old) 500MVA(new) w/18WR	12-16 weeks	USA	94A6001	$28,492.10	PL182001EN (Pg. 14)
ANCILLARY	VR-Series Breaker Products For MCGRAW-EDISON PSD-15-VR-501U	Eaton VR - Series Vacuum Replacement Breakers for MCGRAW-EDISON 13.8kv, 1200 Amp 500MVA(old) 750MVA(new) w/18WR	12-16 weeks	USA	94A6002	$31,524.68	PL182001EN (Pg. 14)
ANCILLARY	VR-Series Breaker Products For MCGRAW-EDISON PSD-15-VR-502	Eaton VR - Series Vacuum Replacement Breakers for MCGRAW-EDISON 13.8kv, 2000 Amp 500MVA(old) 500MVA(new) w/18WR	12-16 weeks	USA	94B6003	$32,935.18	PL182001EN (Pg. 14)
ANCILLARY	VR-Series Breaker Products For MCGRAW-EDISON PSD-15-VR-502U	Eaton VR - Series Vacuum Replacement Breakers for MCGRAW-EDISON 13.8kv, 2000 Amp 500MVA(old) 750MVA(new) w/18WR	12-16 weeks	USA	94B6004	$33,569.90	PL182001EN (Pg. 14)
ANCILLARY	VR-Series Breaker Products For MCGRAW-EDISON WSA-5-VR-250	Eaton VR - Series Vacuum Replacement Breakers for MCGRAW-EDISON 4.16kv, 1200 Amp 250MVA(old) 250MVA(new) w/20WR	12-16 weeks	USA	94A6005	$23,837.45	PL182001EN (Pg. 14)
ANCILLARY	VR-Series Breaker Products For MCGRAW-EDISON WSA-5-VR-250	Eaton VR - Series Vacuum Replacement Breakers for MCGRAW-EDISON 4.16kv, 2000 Amp 250MVA(old) 250MVA(new) w/20WR	12-16 weeks	USA	94B6010	$26,658.45	PL182001EN (Pg. 14)
ANCILLARY	VR-Series Breaker Products For MCGRAW-EDISON WSA-5-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for MCGRAW-EDISON 4.16kv, 1200 Amp 250MVA(old) 350MVA(new) w/20WR	12-16 weeks	USA	94A6011	$30,607.85	PL182001EN (Pg. 14)
ANCILLARY	VR-Series Breaker Products For MCGRAW-EDISON WSA-5-VR-250U	Eaton VR - Series Vacuum Replacement Breakers for MCGRAW-EDISON 4.16kv, 2000 Amp 250MVA(old) 350MVA(new) w/20WR	12-16 weeks	USA	94B6012	$34,134.10	PL182001EN (Pg. 14)
ANCILLARY	VR-Series Breaker Products For MCGRAW-EDISON WSA-15-VR-501	Eaton VR - Series Vacuum Replacement Breakers for MCGRAW-EDISON 13.8kv, 1200 Amp 500MVA(old) 500MVA(new) w/29WR	12-16 weeks	USA	94A6006	$26,728.98	PL182001EN (Pg. 14)
ANCILLARY	VR-Series Breaker Products For MCGRAW-EDISON WSA-15-VR-501U	Eaton VR - Series Vacuum Replacement Breakers for MCGRAW-EDISON 13.8kv, 1200 Amp 500MVA(old) 750MVA(new) w/29WR	12-16 weeks	USA	94A6007	$29,408.93	PL182001EN (Pg. 14)
ANCILLARY	VR-Series Breaker Products For MCGRAW-EDISON WSA-15-VR-502	Eaton VR - Series Vacuum Replacement Breakers for MCGRAW-EDISON 13.8kv, 2000 Amp 500MVA(old) 500MVA(new) w/29WR	12-16 weeks	USA	94B6008	$31,101.53	PL182001EN (Pg. 14)

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Catalog w/ Page
ANCILLARY	VR-Series Breaker Products For MCGRAW-EDISON WSA-15-VR-502U	Eaton VR - Series Vacuum Replacement Breakers for MCGRAW-EDISON 13.8kv, 2000 Amp 500MVA(old) 750MVA(new) w/29WR	12-16 weeks	USA	94B6009	$35,826.70	PL182001EN (Pg. 14)
Eaton VR - Series Vacuum Replacement Breaker Modifications							
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification 3 Cycle Rating	Eaton VR - Series Vacuum Replacement Breakers MODIFICATIONS 3 Cycle Rating	10-16 weeks	USA	Mod Code A	$987.35	PL182001EN (Pg. 15)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification Additional 5A/5B Auxiliary Switch Mounted In Breaker	Eaton VR - Series Vacuum Replacement Breakers MODIFICATIONS Additional 5A/5B Auxiliary Switch Mounted In Breaker	10-16 weeks	USA	Mod Code B	$387.89	PL182001EN (Pg. 15)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification 10A/10B Auxiliary Switch Kit	Eaton VR - Series Vacuum Replacement Breakers MODIFICATIONS Additional 10A/10B Auxiliary Switch Kit	10-16 weeks	USA	Mod Code C	$775.78	PL182001EN (Pg. 15)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification Epoxy Standoff Insulators (except phase barriers)	Eaton VR - Series Vacuum Replacement Breakers MODIFICATIONS Epoxy Standoff Insulators (except phase barriers)	10-16 weeks	USA	Mod Code D	$3,808.35	PL182001EN (Pg. 15)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification Extra Manual Breaker Charging Tool (8062A02G01) - (one handle ships with each breaker as standard)	Eaton VR - Series Vacuum Replacement Breakers MODIFICATIONS Extra Manual Breaker Charging Tool (8062A02G01) - (one handle ships with each breaker as standard)	10-16 weeks	USA	Mod Code E	$141.05	PL182001EN (Pg. 15)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification Device and Wire Markers (No Factory Rewiring Required)	Eaton VR - Series Vacuum Replacement Breakers MODIFICATIONS Device and Wire Markers (No Factory Rewiring Required)	10-16 weeks	USA	Mod Code F	$705.25	PL182001EN (Pg. 15)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification Device and Wire Markers (Factory Rewiring Required)	Eaton VR - Series Vacuum Replacement Breakers MODIFICATIONS Device and Wire Markers (Factory Rewiring Required)	10-16 weeks	USA	Mod Code G	$1,904.18	PL182001EN (Pg. 15)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification Special Metallized Foil Labels	Eaton VR - Series Vacuum Replacement Breakers MODIFICATIONS Special Metallized Foil Labels	10-16 weeks	USA	Mod Code H	$52.89	PL182001EN (Pg. 15)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification Special Stainless Steel Nameplates	Eaton VR - Series Vacuum Replacement Breakers MODIFICATIONS Special Stainless Steel Nameplates	10-16 weeks	USA	Mod Code J	$528.94	PL182001EN (Pg. 15)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification Surge Arrestors MOV Type (Breaker Mounted) d	Eaton VR - Series Vacuum Replacement Breakers MODIFICATIONS Surge Arrestors MOV Type (Breaker Mounted) d	10-16 weeks	USA	Mod Code K	$3,173.63	PL182001EN (Pg. 15)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification Second Shunt Trip Coil	Eaton VR - Series Vacuum Replacement Breakers MODIFICATIONS Second Shunt Trip Coil	10-16 weeks	USA	Mod Code N	$705.25	PL182001EN (Pg. 15)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification Undervoltage Release (48V dc, 125V dc, 120V ac, or 240V ac)	Eaton VR - Series Vacuum Replacement Breakers MODIFICATIONS Undervoltage Release (48V dc, 125V dc, 120V ac, or 240V ac)	10-16 weeks	USA	Mod Code O	$2,538.90	PL182001EN (Pg. 15)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification 24V dc Shunt Trip Coil	Eaton VR - Series Vacuum Replacement Breakers MODIFICATIONS 24V dc Shunt Trip Coil f	10-16 weeks	USA	Mod Code P	$352.63	PL182001EN (Pg. 15)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification Test Plug Jumper	Eaton VR - Series Vacuum Replacement Breakers MODIFICATIONS Test Plug Jumper	10-16 weeks	USA	Mod Code S	$3,526.25	PL182001EN (Pg. 15)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification Test Cabinet	Eaton VR - Series Vacuum Replacement Breakers MODIFICATIONS Test Cabinet	10-16 weeks	USA	Mod Code T	$3,173.63	PL182001EN (Pg. 15)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification Customer Inspection	Eaton - Customer Witness Production Testing $4,500 for the 1st day. $3,600 each additional day	10-16 weeks	USA	Mod Code V	$3,173.63	PL182001EN (Pg. 15)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification Customer Witness Design Certification Testing	Eaton - Customer Witness Design Certification Testing $13,500 for 1st day. $9,000 each additional day plus applicable setup costs and test lab fees.	10-16 weeks	USA	Mod Code W	$9,520.88	PL182001EN (Pg. 15)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification 5th Wheel Universal Model	Eaton - 5th Wheel Universal Model	10-16 weeks	USA	Mod Code Y	$846.30	PL182001EN (Pg. 15)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification FAME Previously In Service Circuit Breaker	Eaton Mechanism Enhancements - FAME Previously In Service Circuit Breaker	10-16 weeks	USA	Mod Code ME1	$12,341.88	PL182001EN (Pg. 16)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification MEC Previously In Service Circuit Breaker	Eaton Mechanism Enhancements - MEC Previously In Service Circuit Breaker	10-16 weeks	USA	Mod Code ME2	$12,341.88	PL182001EN (Pg. 16)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification FAME New Circuit Breaker	Eaton Mechanism Enhancements - FAME New Circuit Breaker	10-16 weeks	USA	Mod Code ME3	$9,450.35	PL182001EN (Pg. 16)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification MEC New Circuit Breaker	Eaton Mechanism Enhancements - MEC New Circuit Breaker	10-16 weeks	USA	Mod Code ME4	$9,450.35	PL182001EN (Pg. 16)
ANCILLARY	VR - Series Vacuum Replacement Breakers Modification SureClose MOC	Eaton SureClose MOC	10-16 weeks	USA	Mod Code X	$2,256.80	PL182001EN 6-12 and 14

Modification Notes

1. Replacement circuit breakers are designed to interchange mechanically and electrically with the original circuit breaker models in most cases. Verify interchangeability with Eaton's Power Breaker Center.
2. Replacement vacuum circuit breaker catalog numbers that contain either a "U" or and "XU" or end in "-41" designate increased interrupting, close and latch, and momentary capabilities.
These circuit breakers must never be installed in cubicles that do not have the same or greater short circuit ratings as the circuit breakers. Cubicles must be properly labeled and coded.
Contact your local Eaton Power Systems Engineering (PSE) office for bus bracing studies and bus bracing upgrades.
3. All prices are in U.S. dollars
4. SURE CLOSE MOC Operator Technology (a $3,200 List Value per circuit breaker) is included in the list price for DHP, GE PowerVac, and ITE HK and VHK.

Eaton MV-VSR- Series Breaker to Motor Starter Replacement for WESTINGHOUSE							
ANCILLARY	Westinghouse MV-VSR Motor Starter Replacement rated 4.76kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 230 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton Westinghouse MV-VSR - Circuit Breaker to Motor Starter Replacement 50DH-VSR-250 for Westinghouse 50DH-250-1200A	12-14 weeks	USA	50DH-VSR-250	$19,041.75	PL182001EN (Pg. 17)
ANCILLARY	Westinghouse MV-VSR Motor Starter Replacement rated 4.76kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 390 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton Westinghouse MV-VSR - Circuit Breaker to Motor Starter Replacement 50DH-VSR-250 for Westinghouse 50DH-250-1200A	12-14 weeks	USA	50DH-VSR-250+	$19,747.00	PL182001EN (Pg. 17)
ANCILLARY	Westinghouse MV-VSR Motor Starter Replacement rated 4.76kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 230 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton Westinghouse MV-VSR - Circuit Breaker to Motor Starter Replacement 50DH-VSR-350 for Westinghouse 50DH-350-1200A	12-14 weeks	USA	50DH-VSR-350	$19,747.00	PL182001EN (Pg. 17)
ANCILLARY	Westinghouse MV-VSR Motor Starter Replacement rated 4.76kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 390 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton Westinghouse MV-VSR - Circuit Breaker to Motor Starter Replacement 50DH-VSR-350 for Westinghouse 50DH-350-1200A	12-14 weeks	USA	50DH-VSR-350+	$20,452.25	PL182001EN (Pg. 17)
ANCILLARY	Westinghouse MV-VSR Motor Starter Replacement rated 4.76kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 230 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton Westinghouse MV-VSR - Circuit Breaker to Motor Starter Replacement 50DHP-VSR-250 for Westinghouse 50DHP-250-1200A	12-14 weeks	USA	50DHP-VSR-250	$21,228.03	PL182001EN (Pg. 17)
ANCILLARY	Westinghouse MV-VSR Motor Starter Replacement rated 4.76kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 390 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton Westinghouse MV-VSR - Circuit Breaker to Motor Starter Replacement 50DHP-VSR-250 for Westinghouse 50DHP-250-1200A	12-14 weeks	USA	50DHP-VSR-250+	$22,497.48	PL182001EN (Pg. 17)

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Catalog w/ Page
ANCILLARY	Westinghouse MV-VSR Motor Starter Replacement rated 4.76kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 230 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton Westinghouse MV-VSR - Circuit Breaker to Motor Starter Replacement 50DHP-VSR-350 for Westinghouse 50DHP-350-1200A	12-14 weeks	USA	50DHP-VSR-350	$21,933.28	PL182001EN (Pg. 17)
ANCILLARY	Westinghouse MV-VSR Motor Starter Replacement rated 4.76kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 39 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton Westinghouse MV-VSR - Circuit Breaker to Motor Starter Replacement 50DHP-VSR-350 for Westinghouse 50DHP-350-1200A	12-14 weeks	USA	50DHP-VSR-350+	$22,920.63	PL182001EN (Pg. 17)
ANCILLARY	Westinghouse MV-VSR Motor Starter Replacement rated 4.76kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 230 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton Westinghouse MV-VSR - Circuit Breaker to Motor Starter Replacement 50VCP-W-VSR-250 for Westinghouse 50VCP-W-250-1200A	12-14 weeks	USA	50VCP-W-VSR-250	$28,280.53	PL182001EN (Pg. 17)
ANCILLARY	Westinghouse MV-VSR Motor Starter Replacement rated 4.76kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 390 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton Westinghouse MV-VSR - Circuit Breaker to Motor Starter Replacement 50VCP-W-VSR-250 for Westinghouse 50VCP-W-250-1200A	12-14 weeks	USA	50VCP-W-VSR-250+	$29,126.83	PL182001EN (Pg. 17)
ANCILLARY	Westinghouse MV-VSR Motor Starter Replacement rated 7.2kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 230 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton Westinghouse MV-VSR - Circuit Breaker to Motor Starter Replacement 75VCP-W-VSR-500 for Westinghouse 75VCP-W-500-1200A	12-14 weeks	USA	75VCP-W-VSR-500	$28,280.53	PL182001EN (Pg. 17)
ANCILLARY	Westinghouse MV-VSR Motor Starter Replacement rated 7.2kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 390 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton Westinghouse MV-VSR - Circuit Breaker to Motor Starter Replacement 75VCP-W-VSR-500 for Westinghouse 75VCP-W-500-1200A	12-14 weeks	USA	75VCP-W-VSR-500+	$29,126.83	PL182001EN (Pg. 17)
Eaton MV-VSR- Series Breaker to Motor Starter Replacement for GENERAL ELECTRIC							
ANCILLARY	General Electric MV-VSR Motor Starter Replacement rated 4.76kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 230 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton General Electric MV-VSR - Circuit Breaker to Motor Starter Replacement AM-4.16-VSR-250 for General Electric AM-2.4/4.16-250-1200A	12-14 weeks	USA	AM-4.16-VSR-250	$17,842.83	PL182001EN (Pg. 17)
	General Electric MV-VSR Motor Starter Replacement rated 4.76kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 390 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton General Electric MV-VSR - Circuit Breaker to Motor Starter Replacement AM-4.16-VSR-250 for General Electric AM-2.4/4.16-250-1200A	12-14 weeks	USA	AM-4.16-VSR-250	$18,548.08	PL182001EN (Pg. 17)
ANCILLARY	General Electric MV-VSR Motor Starter Replacement rated 4.76kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 230 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton General Electric MV-VSR - Circuit Breaker to Motor Starter Replacement AM-4.16-VSR-350 for General Electric AM-4.16-350-1200A	12-14 weeks	USA	AM-4.16-VSR-350	$19,888.05	PL182001EN (Pg. 17)
ANCILLARY	General Electric MV-VSR Motor Starter Replacement rated 4.76kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 390 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton General Electric MV-VSR - Circuit Breaker to Motor Starter Replacement AM-4.16-VSR-350 for General Electric AM-4.16-350-1200A	12-14 weeks	USA	AM-4.16-VSR-350+	$20,593.30	PL182001EN (Pg. 17)
Eaton MV-VSR- Series Breaker to Motor Starter Replacement for ALLIS-CHALMERS							
ANCILLARY	Allis-Chalmers MV-VSR Motor Starter Replacement rated 4.76kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 230 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton Allis-Chalmers MV-VSR - Circuit Breaker to Motor Starter Replacement MA-VSR-250/350 for Allis-ChalmersMA-250/350-1200A	12-14 weeks	USA	MA-VSR-250/350	$29,197.35	PL182001EN (Pg. 17)
ANCILLARY	Allis-Chalmers MV-VSR Motor Starter Replacement rated 4.76kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 390 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton Allis-Chalmers MV-VSR - Circuit Breaker to Motor Starter Replacement MA-VSR-250/350 for Allis-ChalmersMA-250/350-1200A	12-14 weeks	USA	MA-VSR-250/350+	$30,043.65	PL182001EN (Pg. 17)
Eaton MV-VSR- Series Breaker to Motor Starter Replacement for ITE							
ANCILLARY	ITE MV-VSR Motor Starter Replacement rated 4.76kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 230 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton ITE MV-VSR - Circuit Breaker to Motor Starter Replacement 5HK-VSR-250/350 for ITE 5HK-250/350-1200A	12-14 weeks	USA	5HK-VSR-250/350	$17,631.25	PL182001EN (Pg. 17)
ANCILLARY	ITE MV-VSR Motor Starter Replacement rated 4.76kv, 60 BIL, 2500 Max. HP @ Rated kV, 400 Contactor Amps, 390 Max. Fuse Rating Amps, 50KA Short Circuit Rating	Eaton ITE MV-VSR - Circuit Breaker to Motor Starter Replacement 5HK-VSR-250/350 for ITE 5HK-250/350-1200A	12-14 weeks	USA	5HK-VSR-250/350+	$19,041.75	PL182001EN (Pg. 17)
Eaton Remote Power Racking Device							
ANCILLARY	Remote Power Racking Device, Stanchion Height 98", Max. Racking Height 81", Racking Capability (MV / LV) 2 High / 4 High	Eaton - Remote Power Racking Device RPR-2-U	4-8 weeks	USA	94R1000G01	$18,759.65	PL182001EN (Pg. 18)
ANCILLARY	Remote Power Racking Device, Stanchion Height 86", Max. Racking Height 68", Racking Capability (MV / LV) 2 High / 3 High	Eaton - Remote Power Racking Device RPR-2-M	4-8 weeks	USA	94R1000G02	$18,759.65	PL182001EN (Pg. 18)
ANCILLARY	Remote Power Racking Device, Stanchion Height 66", Max. Racking Height 48", Racking Capability (MV / LV) 1 High / 2 High	Eaton - Remote Power Racking Device RPR-2-L	4-8 weeks	USA	94R1000G03	$18,759.65	PL182001EN (Pg. 18)
ANCILLARY	Horizontal Racking Adapters. Specified by Circuit Breaker type	Eaton - Remote Power Racking Device Accessories	4-8 weeks	USA	Assigned by Eaton	$1,339.98	PL182001EN (Pg. 18)
ANCILLARY	DH ACB, Additional racking adapters required	Eaton - Remote Power Racking Device Accessories	4-8 weeks	USA	Assigned by Eaton	$705.25	PL182001EN (Pg. 18)
ANCILLARY	Remote Power Racking Device, Stanchion Height 98", Max. Racking Height 81.5", Racking Capability (MV / LV) 2 High-Magneblast / 4 High	Eaton - Remote Power Racking Device RPR-2-Plus-U	4-8 weeks	USA	94R1000G11	$19,817.53	PL182001EN (Pg. 18)
ANCILLARY	Remote Power Racking Device, Stanchion Height 86", Max. Racking Height 69.5", Racking Capability (MV / LV) 2 High-Magneblast / 3 High	Eaton - Remote Power Racking Device RPR-2-Plus-M	4-8 weeks	USA	94R1000G12	$19,817.53	PL182001EN (Pg. 18)
ANCILLARY	Closed-Door-GE Adapter Kit	Eaton - Remote Power Racking Device Accessories	4-8 weeks	USA	94R1001G01	$1,339.98	PL182001EN (Pg. 18)
ANCILLARY	25ft Pendant Extension	Eaton - Remote Power Racking Device Accessories	4-8 weeks	USA	94R1100G59	$352.63	PL182001EN (Pg. 18)
ANCILLARY	50ft Pendant Extension	Eaton - Remote Power Racking Device Accessories	4-8 weeks	USA	94R1100G60	$564.20	PL182001EN (Pg. 18)
ANCILLARY	Upgrade Existing RPR-2 to Plus Model	Eaton - Remote Power Racking Device Accessories	4-8 weeks	USA	Refer to Eaton	$8,886.15	PL182001EN (Pg. 18)
ANCILLARY	GMI Adapter	Eaton - Remote Power Racking Device Accessories	4-8 weeks	USA	94R1103G33 & 94R1101G01	$1,763.13	PL182001EN (Pg. 18)
ANCILLARY	Lower Gear Box	Eaton - Remote Power Racking Device Accessories	4-8 weeks	USA	94R1101G01	$1,269.45	PL182001EN (Pg. 18)
ANCILLARY	RPR-2 Program Update	Eaton - Remote Power Racking Device Accessories	4-8 weeks	USA	N/A	$705.25	PL182001EN (Pg. 18)
Eaton Ground and Test Device							
ANCILLARY	Ground and Test Device for WESTINGHOUSE DHP Metal-Clad Switchgear with 36 Max I gnd ka, 1200 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for WESTINGHOUSE TYPE DHP Metal-Clad Switchgear 50DHP-GT-2-250-1200A	10-12 weeks	USA	50DHP-GT-2-250-1200A	$14,105.00	PL182001EN (Pg. 19)
ANCILLARY	Ground and Test Device for WESTINGHOUSE DHP Metal-Clad Switchgear with 36 Max I gnd ka, 2000 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for WESTINGHOUSE TYPE DHP Metal-Clad Switchgear 50DHP-GT-2-250-2000A	10-12 weeks	USA	50DHP-GT-2-250-2000A	$17,067.05	PL182001EN (Pg. 19)
ANCILLARY	Ground and Test Device for WESTINGHOUSE DHP Metal-Clad Switchgear with 49 Max I gnd ka, 1200 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for WESTINGHOUSE TYPE DHP Metal-Clad Switchgear 50DHP-GT-2-350-1200A	10-12 weeks	USA	50DHP-GT-2-350-1200A	$15,586.03	PL182001EN (Pg. 19)

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Catalog w/ Page
ANCILLARY	Ground and Test Device for WESTINGHOUSE DHP Metal-Clad Switchgear with 49 Max I gnd ka, 2000 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for WESTINGHOUSE TYPE DHP Metal-Clad Switchgear 50DHP-GT-2-350-2000A	10-12 weeks	USA	50DHP-GT-2-350-2000A	$17,067.05	PL182001EN (Pg. 19)
ANCILLARY	Ground and Test Device for WESTINGHOUSE DHP Metal-Clad Switchgear with 49 Max I gnd ka, 3000 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for WESTINGHOUSE TYPE DHP Metal-Clad Switchgear 50DHP-GT-2-350-3000A	10-12 weeks	USA	50DHP-GT-2-350-3000A	$26,305.83	PL182001EN (Pg. 19)
ANCILLARY	Ground and Test Device for WESTINGHOUSE DHP Metal-Clad Switchgear with 41 / 23 / 36 Max I gnd ka, 1200 Amps, 36 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for WESTINGHOUSE TYPE DHP Metal-Clad Switchgear 75/150DHP/DVP-GT-2-1200A	10-12 weeks	USA	75/150DHP/DVP-GT 2-1200A	$15,938.65	PL182001EN (Pg. 19)
ANCILLARY	Ground and Test Device for WESTINGHOUSE DHP Metal-Clad Switchgear with 41 / 23 / 36 Max I gnd ka, 2000 Amps, 36 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for WESTINGHOUSE TYPE DHP Metal-Clad Switchgear 75/150DHP/DVP-GT-2-2000/3000A	10-12 weeks	USA	75/150DHP/DVP-GT 2-2000/3000A	$19,253.33	PL182001EN (Pg. 19)
ANCILLARY	Ground and Test Device for WESTINGHOUSE DH Metal-Clad Switchgear with 36 Max I gnd ka, 1200 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for WESTINGHOUSE TYPE DH Metal-Clad Switchgear 50DH-GT-2-250-1200A	10-12 weeks	USA	50DH-GT-2-250-1200A	$15,021.83	PL182001EN (Pg. 19)
ANCILLARY	Ground and Test Device for WESTINGHOUSE DH Metal-Clad Switchgear with 36 Max I gnd ka, 2000 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for WESTINGHOUSE TYPE DH Metal-Clad Switchgear 50DH-GT-2-250-2000A	10-12 weeks	USA	50DH-GT-2-250-2000A	$17,983.88	PL182001EN (Pg. 19)
ANCILLARY	Ground and Test Device for WESTINGHOUSE DH Metal-Clad Switchgear with 49 Max I gnd ka, 1200 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for WESTINGHOUSE TYPE DH Metal-Clad Switchgear 50DH-GT-2-350-1200A	10-12 weeks	USA	50DH-GT-2-350-1200A	$16,502.85	PL182001EN (Pg. 19)
ANCILLARY	Ground and Test Device for WESTINGHOUSE DH Metal-Clad Switchgear with 49 Max I gnd ka, 3000 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for WESTINGHOUSE TYPE DH Metal-Clad Switchgear 50DH-GT-2-350-3000A	10-12 weeks	USA	50DH-GT-2-350-3000A	$27,222.65	PL182001EN (Pg. 19)
ANCILLARY	Ground and Test Device for WESTINGHOUSE DH Metal-Clad Switchgear with 41 / 23 / 36 Max I gnd ka, 1200 Amps, 36 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for WESTINGHOUSE TYPE DH Metal-Clad Switchgear 75 / 150DH-GT-2-1200A	10-12 weeks	USA	75 / 150DH-GT-2-1200A	$16,926.00	PL182001EN (Pg. 19)
ANCILLARY	Ground and Test Device for WESTINGHOUSE DH Metal-Clad Switchgear with 41 / 23 / 36 Max I gnd ka, 2000 Amps, 36 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for WESTINGHOUSE TYPE DH Metal-Clad Switchgear 75 / 150DH-GT-2-2000A	10-12 weeks	USA	75 / 150DH-GT-2-2000A	$18,407.03	PL182001EN (Pg. 19)
ANCILLARY	Ground and Test Device for WESTINGHOUSE DH Metal-Clad Switchgear with 48 Max I gnd ka, 1200 Amps, 36 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for WESTINGHOUSE TYPE DH Metal-Clad Switchgear 150DH-GT-2-1000E-1200A	10-12 weeks	USA	150DH-GT-2-1000E-1200A	$26,305.83	PL182001EN (Pg. 19)
ANCILLARY	Ground and Test Device for WESTINGHOUSE DH Metal-Clad Switchgear with 48 Max I gnd ka, 3000 Amps, 36 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for WESTINGHOUSE TYPE DH Metal-Clad Switchgear 150DH-GT-2-1000E-3000A	10-12 weeks	USA	150DH-GT-2-1000E-3000A	$32,582.55	PL182001EN (Pg. 19)
ANCILLARY	Ground and Test Device for GENERAL ELECTRIC TYPE AM Metal-Clad Switchgear with 36 Max I gnd ka, 1200/2000 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for GENERAL ELECTRIC TYPE AM Metal-Clad Switchgear AM-2.4 / 4.16 / 5-GT-2-250 - 1200 / 2000A	10-12 weeks	USA	AM-2.4 / 4.16 / 5-GT-2-250 - 1200 / 2000A	$15,021.83	PL182001EN (Pg. 19)
ANCILLARY	Ground and Test Device for GENERAL ELECTRIC TYPE AM Metal-Clad Switchgear with 49 Max I gnd ka, 1200/2000 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for GENERAL ELECTRIC TYPE AM Metal-Clad Switchgear AM-2.4 / 4.16 / 5-GT-2-350 - 1200 / 2000A	10-12 weeks	USA	AM-2.4 / 4.16 / 5-GT-2-350 - 1200 / 2000A	$16,502.85	PL182001EN (Pg. 19)
ANCILLARY	Ground and Test Device for GENERAL ELECTRIC TYPE AM Metal-Clad Switchgear with 49 Max I gnd ka, 3000 Amps, 36 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for GENERAL ELECTRIC TYPE AM Metal-Clad Switchgear AM-4.16-GT-2-350-3000A	10-12 weeks	USA	AM-4.16-GT-2-350-3000A	$24,472.18	PL182001EN (Pg. 19)
ANCILLARY	Ground and Test Device for GENERAL ELECTRIC TYPE AM Metal-Clad Switchgear with 41 / 23 / 36 Max I gnd ka, 1200 / 2000 Amps, 36 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for GENERAL ELECTRIC TYPE AM Metal-Clad Switchgear AM-7.2 / 13.8 / 15-GT-2-500 / 750 - 1200 / 2000A	10-12 weeks	USA	AM-7.2 / 13.8 / 15-GT-2-500 / 750 - 1200 / 2000A	$18,407.03	PL182001EN (Pg. 19)
ANCILLARY	Ground and Test Device for GENERAL ELECTRIC TYPE AM Metal-Clad Switchgear with 36 Max I gnd ka, 1200 / 2000 Amps, 36 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for GENERAL ELECTRIC TYPE AM Metal-Clad Switchgear AM-13.8-GT-2-750T - 1200 / 2000A	10-12 weeks	USA	AM-13.8-GT-2-750T - 1200 / 2000A	$19,464.90	PL182001EN (Pg. 19)
ANCILLARY	Ground and Test Device for ALLIS-CHALMERS Metal-Clad Switchgear with 36/49 Max I gnd ka, 1200 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for ALLIS-CHALMERS Metal-Clad Switchgear MA-250/350-GT-2-1200A	10-12 weeks	USA	MA-250/350-GT-2-1200A	$15,021.83	PL182001EN (Pg. 20)
ANCILLARY	Ground and Test Device for ALLIS-CHALMERS Metal-Clad Switchgear with 36/49 Max I gnd ka, 2000 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for ALLIS-CHALMERS Metal-Clad Switchgear MA-250/350-GT-2-2000A	10-12 weeks	USA	MA-250/350-GT-2-2000A	$17,983.88	PL182001EN (Pg. 20)
ANCILLARY	Ground and Test Device for ALLIS-CHALMERS Metal-Clad Switchgear with 49 Max I gnd ka, 3000 Amps, 36 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for ALLIS-CHALMERS Metal-Clad Switchgear FA/FC-GT-2-3000A	10-12 weeks	USA	FA/FC-GT-2-3000A	$24,472.18	PL182001EN (Pg. 20)
ANCILLARY	Ground and Test Device for ALLIS-CHALMERS Metal-Clad Switchgear with 41/23 Max I gnd ka, 1200 Amps, 36 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for ALLIS-CHALMERS Metal-Clad Switchgear FB/FC-500-GT-2-1200A	10-12 weeks	USA	FB/FC-500-GT-2-1200A	$15,938.65	PL182001EN (Pg. 20)
ANCILLARY	Ground and Test Device for ALLIS-CHALMERS Metal-Clad Switchgear with 41/23 Max I gnd ka, 2000 Amps, 36 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for ALLIS-CHALMERS Metal-Clad Switchgear FB/FC-500-GT-2-2000A	10-12 weeks	USA	FB/FC-500-GT-2-2000A	$17,419.68	PL182001EN (Pg. 20)
ANCILLARY	Ground and Test Device for FEDERAL PACIFIC ELECTRIC TYPE DST Metal-Clad Switchgear with 36 Max I gnd ka, 1200 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for FEDERAL PACIFIC ELECTRIC TYPE DST Metal-Clad Switchgear DST-5-250-GT-2-1200A	10-12 weeks	USA	DST-5-250-GT-2-1200A	$17,983.88	PL182001EN (Pg. 20)
ANCILLARY	Ground and Test Device for FEDERAL PACIFIC ELECTRIC TYPE DST Metal-Clad Switchgear with 33 Max I gnd ka, 2000 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for FEDERAL PACIFIC ELECTRIC TYPE DST Metal-Clad Switchgear DST-5-250-GT-2-2000A	10-12 weeks	USA	DST-5-250-GT-2-2000A	$20,945.93	PL182001EN (Pg. 20)
ANCILLARY	Ground and Test Device for FEDERAL PACIFIC ELECTRIC TYPE DST Metal-Clad Switchgear with 41 / 23 / 36 Max I gnd ka, 1200 Amps, 36 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for FEDERAL PACIFIC ELECTRIC TYPE DST Metal-Clad Switchgear DST-7.5/15-GT-2-1200A	10-12 weeks	USA	DST-7.5/15-GT-2-1200A	$17,983.88	PL182001EN (Pg. 20)
ANCILLARY	Ground and Test Device for FEDERAL PACIFIC ELECTRIC TYPE DST Metal-Clad Switchgear with 41 / 23 / 36 Max I gnd ka, 2000 Amps, 36 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for FEDERAL PACIFIC ELECTRIC TYPE DST Metal-Clad Switchgear DST-7.5/15-GT-2-2000A	10-12 weeks	USA	DST-7.5/15-GT-2-2000A	$20,945.93	PL182001EN (Pg. 20)
ANCILLARY	Ground and Test Device for FEDERAL PACIFIC ELECTRIC TYPE DST-2 Metal-Clad Switchgear with 36 Max I gnd ka, 1200 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for FEDERAL PACIFIC ELECTRIC TYPE DST-2 Metal-Clad Switchgear DST-2-5-GT-2-1200A	10-12 weeks	USA	DST-2-5-GT-2-1200A	$17,983.88	PL182001EN (Pg. 20)
ANCILLARY	Ground and Test Device for FEDERAL PACIFIC ELECTRIC TYPE DST-2 Metal-Clad Switchgear with 33 Max I gnd ka, 2000 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for FEDERAL PACIFIC ELECTRIC TYPE DST-2 Metal-Clad Switchgear DST-2-5-GT-2-2000A	10-12 weeks	USA	DST-2-5-GT-2-2000A	$20,945.93	PL182001EN (Pg. 20)
ANCILLARY	Ground and Test Device for FEDERAL PACIFIC ELECTRIC TYPE DST-2 Metal-Clad Switchgear with 41 / 23 / 36 Max I gnd ka, 1200 Amps, 36 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for FEDERAL PACIFIC ELECTRIC TYPE DST-2 Metal-Clad Switchgear DST-2-5-GT-2-2000A	10-12 weeks	USA	DST-2-7.5/15-GT-2-1200A	$17,983.88	PL182001EN (Pg. 20)

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Catalog w/ Page
ANCILLARY	Ground and Test Device for FEDERAL PACIFIC ELECTRIC TYPE DST-2 Metal-Clad Switchgear with 41 / 23 / 36 Max I gnd ka, 2000 Amps, 36 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for FEDERAL PACIFIC ELECTRIC TYPE DST-2 Metal-Clad Switchgear DST-2-5-GT-2-2000A	10-12 weeks	USA	DST-2-7.5/15-GT-2-2000A	$20,945.93	PL182001EN (Pg. 20)
ANCILLARY	Ground and Test Device for ITE TYPE HK Metal-Clad Switchgear with 36/49 Max I gnd ka, 1200 / 2000 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for ITE TYPE HK Metal-Clad Switchgear 5HK-250/350-GT-2-1200/2000A	10-12 weeks	USA	5HK-250/350-GT-2-1200/2000A	$17,067.05	PL182001EN (Pg. 20)
ANCILLARY	Ground and Test Device for ITE TYPE HK Metal-Clad Switchgear with 41 / 23 / 36 Max I gnd ka, 1200 / 2000 Amps, 36Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for ITE TYPE HK Metal-Clad Switchgear 7.5/15HK-500/750-GT-2-1200/2000A	10-12 weeks	USA	7.5/15HK-500/750-GT-2-1200/2000A	$17,419.68	PL182001EN (Pg. 20)
ANCILLARY	Ground and Test Device for MCGRAW-EDISON Metal-Clad Switchgear with 36 Max I gnd ka, 1200 / 2000 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for MCGRAW-EDISON Metal-Clad Switchgear PSD-5-GT-2-1200/2000A e	10-12 weeks	USA	PSD-5-GT-2-1200/2000A e	$17,983.88	PL182001EN (Pg. 20)
ANCILLARY	Ground and Test Device for MCGRAW-EDISON Metal-Clad Switchgear with 23 Max I gnd ka, 1200 / 2000 Amps,36 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for MCGRAW-EDISON Metal-Clad Switchgear PSD-15-GT-2-1200/2000A e	10-12 weeks	USA	PSD-15-GT-2-1200/2000A e	$18,407.03	PL182001EN (Pg. 20)
ANCILLARY	Ground and Test Device for MCGRAW-EDISON Metal-Clad Switchgear with 36 Max I gnd ka, 1200 / 2000 Amps, 19 Low Freq. kV RMS, 60 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for MCGRAW-EDISON Metal-Clad Switchgear WSA-5-GT-2-1200/2000A e	10-12 weeks	USA	WSA-5-GT-2-1200/2000A e	$17,983.88	PL182001EN (Pg. 20)
ANCILLARY	Ground and Test Device for MCGRAW-EDISON Metal-Clad Switchgear with 23 Max I gnd ka, 1200 / 2000 Amps,36 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for MCGRAW-EDISON Metal-Clad Switchgear WSA-501-GT-2-1200A e	10-12 weeks	USA	WSA-501-GT-2-1200A e	$16,926.00	PL182001EN (Pg. 20)
ANCILLARY	Ground and Test Device for MCGRAW-EDISON Metal-Clad Switchgear with 23 Max I gnd ka, 1200 / 2000 Amps,36 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton Ground and Test Device for MCGRAW-EDISON Metal-Clad Switchgear WSA-502-GT-2-2000A e	10-12 weeks	USA	WSA-502-GT-2-2000A e	$18,407.03	PL182001EN (Pg. 20)
ANCILLARY	SELECTABLE GROUND & TEST DEVICE for Metal-Clad Switchgear with 36 Max I gnd ka, 1200 Amps, 36Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton SELECTABLE GROUND & TEST DEVICE for Metal-Clad Switchgear 150VCP-W-SGT-500/750-1200A	10-12 weeks	USA	150VCP-W-SGT-500/750-1200A	$22,356.43	PL182001EN (Pg. 20)
ANCILLARY	SELECTABLE GROUND & TEST DEVICE for Metal-Clad Switchgear with 36 Max I gnd ka, 2000 Amps, 36Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton SELECTABLE GROUND & TEST DEVICE for Metal-Clad Switchgear 150VCP-W-SGT-500/750-2000A	10-12 weeks	USA	150VCP-W-SGT-500/750-2000A	$23,414.30	PL182001EN (Pg. 20)
ANCILLARY	SELECTABLE GROUND & TEST DEVICE for Metal-Clad Switchgear with 36 Max I gnd ka, 1200 Amps, 36Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton SELECTABLE GROUND & TEST DEVICE for Metal-Clad Switchgear 150DHP-SGT-500/750-1200A	10-12 weeks	USA	150DHP-SGT-500/750-1200A	$24,824.80	PL182001EN (Pg. 20)
ANCILLARY	SELECTABLE GROUND & TEST DEVICE for Metal-Clad Switchgear with 36 Max I gnd ka, 2000 Amps, 36Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton SELECTABLE GROUND & TEST DEVICE for Metal-Clad Switchgear 150DHP-SGT-500/750-2000A	10-12 weeks	USA	150DHP-SGT-500/750-2000A	$26,446.88	PL182001EN (Pg. 20)
ANCILLARY	SELECTABLE GROUND & TEST DEVICE for Metal-Clad Switchgear with 36 Max I gnd ka, 1200 Amps, 23 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton SELECTABLE GROUND & TEST DEVICE for Metal-Clad Switchgear WSA-501-SGT-1200A	10-12 weeks	USA	WSA-501-SGT-1200A	$24,824.80	PL182001EN (Pg. 20)
ANCILLARY	SELECTABLE GROUND & TEST DEVICE for Metal-Clad Switchgear with 36 Max I gnd ka, 2000 Amps, 23 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton SELECTABLE GROUND & TEST DEVICE for Metal-Clad Switchgear WSA-501-SGT-2000A	10-12 weeks	USA	WSA-501-SGT-2000A	$26,446.88	PL182001EN (Pg. 20)
ANCILLARY	SELECTABLE GROUND & TEST DEVICE for Metal-Clad Switchgear with 23 / 36 Max I gnd ka, 1200 / 2000 Amps, 23 Low Freq. kV RMS, 95 Impulse kV Crest with 2 terminals	Eaton SELECTABLE GROUND & TEST DEVICE for Metal-Clad Switchgear 15HK-500/750-SGT-1200/2000A	10-12 weeks	USA	15HK-500/750-SGT-1200/2000A	$24,895.33	PL182001EN (Pg. 20)
Eaton AR-Series Air Replacement Circuit Breaker for WESTINGHOUSE							
ANCILLARY	Low Voltage Westinghouse AR-Series Air Replacement Circuit Breaker 225 Amp Frame, DB-15	Eaton Low Voltage Westinghouse AR-Series Air Replacement Circuit Breakers DB-15 DB15-AR225NRX	14-16 weeks	USA	DB15-AR225NRX	$11,742.41	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Westinghouse AR-Series Air Replacement Circuit Breaker600 Amp Frame, DB-25	Eaton Low Voltage Westinghouse AR-Series Air Replacement Circuit Breakers DB-25 DB25-AR600NM	14-16 weeks	USA	DB25-AR600NM	$11,742.41	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Westinghouse AR-Series Air Replacement Circuit Breaker600 Amp Frame, DB-25	Eaton Low Voltage Westinghouse AR-Series Air Replacement Circuit Breakers DB-25 DB25-AR600NM-H	14-16 weeks	USA	DB25-AR600NM-H	$12,694.50	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Westinghouse AR-Series Air Replacement Circuit Breaker600 Amp Frame, DB-25	Eaton Low Voltage Westinghouse AR-Series Air Replacement Circuit Breakers DB-25 DB25-AR600NM-XH	14-16 weeks	USA	DB25-AR600NM-XH	$13,681.85	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Westinghouse AR-Series Air Replacement Circuit Breaker600 Amp Frame, DBL-25	Eaton Low Voltage Westinghouse AR-Series Air Replacement Circuit Breakers DBL-25 DBL25-AR600NM	14-16 weeks	USA	DBL25-AR600NM	$17,631.25	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Westinghouse AR-Series Air Replacement Circuit Breaker600/800 Amp Frame, DS-206	Eaton Low Voltage Westinghouse AR-Series Air Replacement Circuit Breakers DS-206 DS206-AR800NM	14-16 weeks	USA	DS206-AR800NM	$16,573.38	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Westinghouse AR-Series Air Replacement Circuit Breaker600/800 Amp Frame, DSII-308	Eaton Low Voltage Westinghouse AR-Series Air Replacement Circuit Breakers DSII-308 DSII308-AR800NM	14-16 weeks	USA	DSII308-AR800NM	$16,573.38	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Westinghouse AR-Series Air Replacement Circuit Breaker600/800 Amp Frame, DSII-608	Eaton Low Voltage Westinghouse AR-Series Air Replacement Circuit Breakers DSII-608 DSII608-AR800NM	14-16 weeks	USA	DSII608-AR800NM	$16,573.38	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Westinghouse AR-Series Air Replacement Circuit Breaker1600 Amp Frame, DB-50	Eaton Low Voltage Westinghouse AR-Series Air Replacement Circuit Breakers DB-50 vDB50-AR1600M	14-16 weeks	USA	DB50-AR1600M	$16,643.90	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Westinghouse AR-Series Air Replacement Circuit Breaker1600 Amp Frame, DBL-50	Eaton Low Voltage Westinghouse AR-Series Air Replacement Circuit Breakers DBL-50 DBL50-AR1600M	14-16 weeks	USA	DBL50-AR1600M	$18,336.50	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Westinghouse AR-Series Air Replacement Circuit Breaker1600 Amp Frame, DS-416	Eaton Low Voltage Westinghouse AR-Series Air Replacement Circuit Breakers DS-416 DS416-AR1600NM	14-16 weeks	USA	DS416-AR1600NM	$16,643.90	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Westinghouse AR-Serie 1600 Amp Frame, DS-416H	Eaton Low Voltage Westinghouse AR-Series Air Replacement Circuit Breakers DS-416H DS416H-AR1600NM	14-16 weeks	USA	DS416H-AR1600NM	$18,336.50	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Westinghouse AR-Serie 1600 Amp Frame, DSII-516	Eaton Low Voltage Westinghouse AR-Series Air Replacement Circuit Breakers DSII-516 DSII516-AR1600NM	14-16 weeks	USA	DSII516-AR1600NM	$16,643.90	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Westinghouse AR-Series Air Replacement Circuit Breaker 2000 Amp Frame, DS-420	Eaton Low Voltage Westinghouse AR-Series Air Replacement Circuit Breakers DS-420 DS420-AR2000NM	14-16 weeks	USA	DS420-AR2000NM	$19,747.00	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Westinghouse AR-Series Air Replacement Circuit Breaker 2000 Amp Frame, DSII-620	Eaton Low Voltage Westinghouse AR-Series Air Replacement Circuit Breakers DSII-620 DSII620-AR2000NM	14-16 weeks	USA	DSII620-AR2000NM	$19,747.00	PL02709001E (Pg. 5)

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Catalog w/ Page
ANCILLARY	Low Voltage Westinghouse AR-Series Air Replacement Circuit Breaker 3000 Amp Frame, DB-75	Eaton Low Voltage Westinghouse AR-Series Air Replacement Circuit Breakers DB-75 DB75-AR3000M	14-16 weeks	USA	DB75-AR3000M	$31,313.10	PL02709001E (Pg. 5)
Eaton AR-Series Air Replacement Circuit Breaker for FEDERAL PACIFIC							
ANCILLARY	Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breaker 600 Amp Frame, FP-25	Eaton Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breakers FP-25 FP25-AR600NM	14-16 weeks	USA	FP25-AR600NM	$11,742.41	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breaker600 Amp Frame, FP-25 with Higher Interrupting	Eaton Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breakers FP-25 FP25-AR600NM-H	14-16 weeks	USA	FP25-AR600NM-H	$12,694.50	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breaker 600 Amp Frame, FP-25Low Voltage	Eaton Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breakers FP-25 FP25-AR800NM	14-16 weeks	USA	FP25-AR800NM	$12,694.50	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breaker 600 Amp Frame, FP-25 with Higher Interrupting Capacity	Eaton Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breakers FP-25 FP25-AR800NM-H	14-16 weeks	USA	FP25-AR800NM-H	$13,681.85	PL02709001E (Pg. 5)
ANCILLARY	Low VoltageFederal Pacific AR-Series Air Replacement Circuit Breaker 600 Amp Frame, FM-25	Eaton Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breakers FM-25 FM25-AR600NM	14-16 weeks	USA	FM25-AR600NM	$13,047.13	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breaker 600 Amp Frame, FM-25	Eaton Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breakers FM-25 FM25-AR800NM	14-16 weeks	USA	FM25-AR800NM	$14,034.48	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breaker 800 Amp Frame, FP-50-800	Eaton Low Voltage Federal Pacific AR-Series Air Replacement Circuit BreakersFP-50-800 FP50-AR800NM	14-16 weeks	USA	FP50-AR800NM	$12,694.50	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breaker 800 Amp Frame, FPS5-30 L	Eaton Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breakers FPS5-30 FPS5-30-AR800NM	14-16 weeks	USA	FPS5-30-AR800NM	$14,880.78	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breaker 1600 Amp Frame, FP-50	Eaton Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breakers FP-50 FP50-AR1600M	14-16 weeks	USA	FP50-AR1600M	$16,643.90	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breaker 1600 Amp Frame, FPS5-50	Eaton Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breakers FP-50 FP50-AR2000M	14-16 weeks	USA	FP50-AR2000M	$17,631.25	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breaker 1600 Amp Frame, FP-50	Eaton Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breakers FPS5-50 FPS5-50-AR1600NM	14-16 weeks	USA	FPS5-50-AR1600NM	$17,067.05	PL02709001E (Pg. 5)
ANCILLARY	Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breaker 1600 Amp Frame, FM-50	Eaton Low Voltage Federal Pacific AR-Series Air Replacement Circuit Breakers FM-50 FM50-AR1600M	14-16 weeks	USA	FM50-AR1600M	$17,631.25	PL02709001E (Pg. 5)
Eaton AR-Series Air Replacement Circuit Breaker for ALLIS-CHALMERS							
ANCILLARY	Low Voltage ALLIS-CHALMERS (SIEMENS-ALLIS) AR-Series Air Replacement Circuit Breaker 1600 Amp Frame, LA-600	Eaton Low Voltage ALLIS-CHALMERS (SIEMENS-ALLIS) AR-Series Air Replacement Circuit Breakers LA-600 LA600-AR600NM	14-16 weeks	USA	LA600-AR600NM	$11,742.41	PL02709001E (Pg. 6)
ANCILLARY	Low Voltage ALLIS-CHALMERS (SIEMENS-ALLIS) AR-Series Air Replacement Circuit Breaker 1600 Amp Frame, LA-600 with Higher Interrupting Capacity	Eaton Low Voltage ALLIS-CHALMERS (SIEMENS-ALLIS) AR-Series Air Replacement Circuit Breakers LA-600 LA600-AR600NM-H	14-16 weeks	USA	LA600-AR600NM-H	$12,694.50	PL02709001E (Pg. 6)
ANCILLARY	Low Voltage ALLIS-CHALMERS (SIEMENS-ALLIS) AR-Series Air Replacement Circuit Breaker 1600 Amp Frame, LA-800	Eaton Low Voltage ALLIS-CHALMERS (SIEMENS-ALLIS) AR-Series Air Replacement Circuit Breakers LA-800 LA800-AR800NM	14-16 weeks	USA	LA800-AR800NM	$12,694.50	PL02709001E (Pg. 6)
ANCILLARY	Low Voltage ALLIS-CHALMERS (SIEMENS-ALLIS) AR-Series Air Replacement Circuit Breaker 1600 Amp Frame, LA-800 with Higher Interrupting Capacity	Eaton Low Voltage ALLIS-CHALMERS (SIEMENS-ALLIS) AR-Series Air Replacement Circuit Breakers LA-800 LA800-AR800NM-H	14-16 weeks	USA	LA800-AR800NM-H	$13,681.85	PL02709001E (Pg. 6)
ANCILLARY	Low Voltage ALLIS-CHALMERS (SIEMENS-ALLIS) AR-Series Air Replacement Circuit Breaker 1600 Amp Frame, LA-1600	Eaton Low Voltage ALLIS-CHALMERS (SIEMENS-ALLIS) AR-Series Air Replacement Circuit Breakers LA-1600 LA1600-AR1600M	14-16 weeks	USA	LA1600-AR1600M	$16,643.90	PL02709001E (Pg. 6)
ANCILLARY	Low Voltage ALLIS-CHALMERS (SIEMENS-ALLIS) AR-Series Air Replacement Circuit Breaker 1600 Amp Frame, LAF-1600 with Higher Interrupting Capacity	Eaton Low Voltage ALLIS-CHALMERS (SIEMENS-ALLIS) AR-Series Air Replacement Circuit Breakers LAF-1600 LAF1600-AR1600M	14-16 weeks	USA	LAF1600-AR1600M	$17,631.25	PL02709001E (Pg. 6)
ANCILLARY	Low Voltage ALLIS-CHALMERS (SIEMENS-ALLIS) AR-Series Air Replacement Circuit Breaker 1600 Amp Frame, RL-1600 with Higher Interrupting Capacity	Eaton Low Voltage ALLIS-CHALMERS (SIEMENS-ALLIS) AR-Series Air Replacement Circuit Breakers RL-1600 RL1600-AR1600NM	14-16 weeks	USA	RL1600-AR1600NM	$16,643.90	PL02709001E (Pg. 6)
ANCILLARY	Low Voltage ALLIS-CHALMERS (SIEMENS-ALLIS) AR-Series Air Replacement Circuit Breaker 1600 Amp Frame, LA-3000	Eaton Low Voltage ALLIS-CHALMERS (SIEMENS-ALLIS) AR-Series Air Replacement Circuit Breakers LA-3000 LA3000-AR3000M	14-16 weeks	USA	LA3000-AR3000M	$31,313.10	PL02709001E (Pg. 6)
Eaton AR-Series Air Replacement Circuit Breaker for ITE							
ANCILLARY	Low Voltage ITE (BBC, ABB) AR-Series Air Replacement Circuit Breaker 225 Amp Frame, K-225	Eaton ITE (BBC, ABB) Low Voltage AR-Series Air Replacement Circuit Breakers K-225 K225-AR225NM	14-16 weeks	USA	K225-AR225NM	$11,742.41	PL02709001E (Pg. 6)
ANCILLARY	Low Voltage ITE (BBC, ABB) AR-Series Air Replacement Circuit Breaker 600 Amp Frame, K-600	Eaton ITE (BBC, ABB) Low Voltage AR-Series Air Replacement Circuit Breakers K-600 K600-AR600NM	14-16 weeks	USA	K600-AR600NM	$12,694.50	PL02709001E (Pg. 6)
ANCILLARY	Low Voltage ITE (BBC, ABB) AR-Series Air Replacement Circuit Breaker 600 Amp Fused Frame, KDON-600	Eaton ITE (BBC, ABB) Low Voltage AR-Series Air Replacement Circuit Breakers KDON-600 KDON600-AR600NM	14-16 weeks	USA	KDON600-AR600NM	$19,464.90	PL02709001E (Pg. 6)
ANCILLARY	Low Voltage ITE (BBC, ABB) AR-Series Air Replacement Circuit Breaker 800 Amp Frame, K-800 ITE	Eaton ITE (BBC, ABB) Low Voltage AR-Series Air Replacement Circuit Breakers K-800 K800-AR800NM	14-16 weeks	USA	K800-AR800NM	$12,694.50	PL02709001E (Pg. 6)
ANCILLARY	Low Voltage ITE (BBC, ABB) AR-Series Air Replacement Circuit Breaker 800 Amp Frame, LKE-8 ITE	Eaton ITE (BBC, ABB) Low Voltage AR-Series Air Replacement Circuit Breakers LKE-8 LKE8-AR800NM	14-16 weeks	USA	LKE8-AR800NM	$15,021.83	PL02709001E (Pg. 6)
ANCILLARY	Low Voltage ITE (BBC, ABB) AR-Series Air Replacement Circuit Breaker 800 Amp Fused Frame, LKD-8 ITE	Eaton ITE (BBC, ABB) Low Voltage AR-Series Air Replacement Circuit Breakers LKD-8 LKD8-AR800NM	14-16 weeks	USA	LKD8-AR800NM	$17,631.25	PL02709001E (Pg. 6)
ANCILLARY	Low Voltage ITE (BBC, ABB) AR-Series Air Replacement Circuit Breaker 1600 Amp Frame, K-1600 ITE	Eaton ITE (BBC, ABB) Low Voltage AR-Series Air Replacement Circuit Breakers K-1600 K1600-AR1600M	14-16 weeks	USA	K1600-AR1600M	$16,643.90	PL02709001E (Pg. 6)
ANCILLARY	Low Voltage ITE (BBC, ABB) AR-Series Air Replacement Circuit Breaker 1600 Amp Fused Frame, KDON-1600 ITE	Eaton ITE (BBC, ABB) Low Voltage AR-Series Air Replacement Circuit Breakers KDON-1600KDON1600-AR1600NM	14-16 weeks	USA	KDON1600-AR1600NM	$22,285.90	PL02709001E (Pg. 6)
ANCILLARY	Low Voltage ITE (BBC, ABB) AR-Series Air Replacement Circuit Breaker 3000 Amp Frame, K3000 ITE	Eaton ITE (BBC, ABB) Low Voltage AR-Series Air Replacement Circuit Breakers K3000 K3000-AR3000M	14-16 weeks	USA	K3000-AR3000M	$31,313.10	PL02709001E (Pg. 6)
Eaton AR-Series Air Replacement Circuit Breaker for GENERAL ELECTRIC							
ANCILLARY	Low Voltage GENERAL ELECTRIC (AK) AR-Series Air Replacement Circuit Breakers 600 Amp Frame, AK-2-25	Eaton GENERAL ELECTRIC Low Voltage AR-Series Air Replacement Circuit Breakers AK-2-25 AK225-AR600NM	14-16 weeks	USA	AK225-AR600NM	$12,694.50	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage GENERAL ELECTRIC (AK) AR-Series Air Replacement Circuit Breakers 600 Amp Frame, AK-2-25	Eaton GENERAL ELECTRIC Low Voltage AR-Series Air Replacement Circuit Breakers AK-2A-25 AK2A25-AR600NM	14-16 weeks	USA	AK2A25-AR600NM	$12,694.50	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage GENERAL ELECTRIC (AK) AR-Series Air Replacement Circuit Breakers 600 Amp Fused Frame, AK-2-25	Eaton GENERAL ELECTRIC Low Voltage AR-Series Air Replacement Circuit Breakers AKU-2A/3A-25 (Fused) AKU3A25-AR600NM	14-16 weeks	USA	AKU3A25-AR600NM	$17,631.25	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage GENERAL ELECTRIC (AK) AR-Series Air Replacement Circuit Breakers 800 Amp Fused Frame, AKR-A-30	Eaton GENERAL ELECTRIC Low Voltage AR-Series Air Replacement Circuit Breakers AKR-A-30 AKR4A-30-AR800NM	14-16 weeks	USA	AKR4A-30-AR800NM	$16,361.80	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage GENERAL ELECTRIC (AK) AR-Series Air Replacement Circuit Breakers 800 Amp Fused Frame, AKR-A-30	Eaton GENERAL ELECTRIC Low Voltage AR-Series Air Replacement Circuit Breakers AKR-A-30 AKR4A-30H-AR800NM	14-16 weeks	USA	AKR4A-30H-AR800NM	$17,349.15	PL02709001E (Pg. 7)

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Catalog w/ Page
ANCILLARY	Low Voltage GENERAL ELECTRIC (AK) AR-Series Air Replacement Circuit Breakers 1600 Amp Fused Frame, AK-2-50	Eaton GENERAL ELECTRIC Low Voltage AR-Series Air Replacement Circuit Breakers AK-2-50 AK250-AR1600M	14-16 weeks	USA	AK250-AR1600M	$16,643.90	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage GENERAL ELECTRIC (AK) AR-Series Air Replacement Circuit Breakers 1600 Amp Fused Frame, AK-2A-50	Eaton GENERAL ELECTRIC Low Voltage AR-Series Air Replacement Circuit Breakers AK-2A-50 AK2A50-AR1600M	14-16 weeks	USA	AK2A50-AR1600M	$16,643.90	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage GENERAL ELECTRIC (AK) AR-Series Air Replacement Circuit Breakers 1600 Amp Fused Frame, AKR3A-50	Eaton GENERAL ELECTRIC Low Voltage AR-Series Air Replacement Circuit Breakers AKR3A-50 AKR3A-50AR1600NM	14-16 weeks	USA	AKR3A-50AR1600NM	$16,643.90	PL02709001E (Pg. 7)
ANCILLARY	2000 Amp Fused Frame,AKT-2A-50 GENERAL ELECTRIC AR-Series Air Replacement Circuit Breaker	Eaton GENERAL ELECTRIC Low Voltage AR-Series Air Replacement Circuit Breakers AKT-2A-50 AKT-2A-50-AR2000M	14-16 weeks	USA	AKT-2A-50-AR2000M	$17,349.15	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage GENERAL ELECTRIC (AK) AR-Series Air Replacement Circuit Breakers 3000 Amp Fused Frame, AK-2-75	Eaton GENERAL ELECTRIC Low Voltage AR-Series Air Replacement Circuit Breakers AK-2-75 AK275-AR3000M	14-16 weeks	USA	AK275-AR3000M	$31,313.10	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage GENERAL ELECTRIC (AK) AR-Series Air Replacement Circuit Breakers 3000 Amp Fused Frame, AK-2A-75	Eaton GENERAL ELECTRIC Low Voltage AR-Series Air Replacement Circuit Breakers AK-2A-75 AK2A75-AR3000M	14-16 weeks	USA	AK2A75-AR3000M	$31,313.10	PL02709001E (Pg. 7)
Eaton AR-Series Air Replacement Circuit Breaker Modifications							
ANCILLARY	Low Voltage AR-Series Air Replacement Circuit Breakers Electric Operator	Eaton Mod A Low Voltage AR-Series Air Replacement Circuit Breakers Electric Operator	14-16 weeks	USA	Mod A	$1,763.13	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage AR-Series Air Replacement Circuit Breakers Digitrip 520M LSI	Eaton Mod B Low Voltage AR-Series Air Replacement Circuit Breakers Digitrip 520M LSI	14-16 weeks	USA	Mod B	$705.25	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage AR-Series Air Replacement Circuit Breakers Digitrip Digitrip 520MC LSI (ARMS Capable)	Eaton Mod C Low Voltage AR-Series Air Replacement Circuit Breakers Digitrip Digitrip 520MC LSI (ARMS Capable)	14-16 weeks	USA	Mod C	$1,481.03	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage AR-Series Air Replacement Circuit Breakers Digitrip 1150 LSI (ARMS Capable)	Eaton Mod D Low Voltage AR-Series Air Replacement Circuit Breakers Digitrip 1150 LSI (ARMS Capable)	14-16 weeks	USA	Mod D	$2,186.28	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage AR-Series Air Replacement Circuit Breakers Ground Trip Function (LSIG 4W)	Eaton Mod F Low Voltage AR-Series Air Replacement Circuit Breakers Ground Trip Function (LSIG 4W)	14-16 weeks	USA	Mod F	$352.63	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage AR-Series Air Replacement Circuit Breakers Keylocks Provision (Key Locks not provided)	Eaton Mod G Low Voltage AR-Series Air Replacement Circuit Breakers Keylocks Provision (Key Locks not provided)	14-16 weeks	USA	Mod G	$705.25	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage AR-Series Air Replacement Circuit Breakers Second Shunt Trip	Eaton Mod H Low Voltage AR-Series Air Replacement Circuit Breakers Second Shunt Trip	14-16 weeks	USA	Mod H	$705.25	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage AR-Series Air Replacement Circuit Breakers Under Voltage Release	Eaton Mod I Low Voltage AR-Series Air Replacement Circuit Breakers Under Voltage Release	14-16 weeks	USA	Mod I	$705.25	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage AR-Series Air Replacement Circuit Breakers Digitrip OTS (Bell Alarm)	Eaton Mod J Low Voltage AR-Series Air Replacement Circuit Breakers Digitrip OTS (Bell Alarm)	14-16 weeks	USA	Mod J	$705.25	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage AR-Series Air Replacement Circuit Breakers Customer Witness Production Testing	Eaton Mod L Low Voltage AR-Series Air Replacement Circuit Breakers Customer Witness Production Testing	14-16 weeks	USA	Mod L	$3,173.63	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage AR-Series Air Replacement Circuit Breakers Customer Witness Production Testing	Eaton Mod M Low Voltage AR-Series Air Replacement Circuit Breakers Customer Witness Production Testing	14-16 weeks	USA	Mod M	$9,520.88	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage AR-Series Air Replacement Circuit Breakers Primary Injection Test Reports (Must indicate during negotiation) per breaker	Eaton Mod N Low Voltage AR-Series Air Replacement Circuit Breakers Primary Injection Test Reports (Must indicate during negotiation) per breaker	14-16 weeks	USA	Mod N	$581.83	PL02709001E (Pg. 7)
ANCILLARY	Low Voltage AR-Series Air Replacement Circuit Breakers Cassette Shutter Assembly (Available on Select Designs- Contact PBC)	Eaton Mod O Low Voltage AR-Series Air Replacement Circuit Breakers Cassette Shutter Assembly (Available on Select Designs- Contact PBC)	14-16 weeks	USA	Mod O	$846.30	PL02709001E (Pg. 7)
Eaton LV-VSR Series Vacuum Starter Replacement for WESTINGHOUSE							
ANCILLARY	Low-Voltage Westinghouse LV-VSR Series Vacuum Starter Replacement DB15	Eaton 225 Amp Frame, DB15 Low Voltage Westinghouse LV-VSR Vacuum Starter Replacement	10-12 weeks	USA	94M1038	$17,983.88	PL02709002E (Pg.5)
ANCILLARY	Low-Voltage Westinghouse LV-VSR Series Vacuum Starter Replacement DB-25	Eaton 600 Amp Frame,DB-25 Low Voltage Westinghouse LV-VSR Vacuum Starter Replacement	10-12 weeks	USA	94M1034	$17,983.88	PL02709002E (Pg.5)
ANCILLARY	Low-Voltage Westinghouse LV-VSR Series Vacuum Starter Replacement DBL-25	Eaton 600 Amp Frame, DBL-25 Low Voltage Westinghouse LV-VSR Vacuum Starter Replacement	10-12 weeks	USA	94M1035	$17,983.88	PL02709002E (Pg.5)
ANCILLARY	Low-Voltage Westinghouse LV-VSR Series Vacuum Starter Replacement DS-206	Eaton 800 Amp Frame, DS-206 Low Voltage Westinghouse LV-VSR Vacuum Starter Replacement	10-12 weeks	USA	94M1036	$18,336.50	PL02709002E (Pg.5)
ANCILLARY	Low-Voltage Westinghouse LV-VSR Series Vacuum Starter Replacement DSL-206	Eaton 800 Amp Frame, DSL-206 Low Voltage Westinghouse LV-VSR Vacuum Starter Replacement	10-12 weeks	USA	94M1033	$19,041.75	PL02709002E (Pg.5)
ANCILLARY	Low-Voltage Westinghouse LV-VSR Series Vacuum Starter Replacement DSII-608	Eaton 800 Amp Frame, DSII-608 Low Voltage Westinghouse LV-VSR Vacuum Starter Replacement	10-12 weeks	USA	94M1040	$19,041.75	PL02709002E (Pg.5)
ANCILLARY	Low-Voltage Westinghouse LV-VSR Series Vacuum Starter Replacement DS-416	Eaton 1600 Amp Frame, DS-416 Low Voltage General Electric LV-VSR Vacuum Starter Replacement	10-12 weeks	USA	94M1037	$21,510.13	PL02709002E (Pg.5)
Eaton LV-VSR Series Vacuum Starter Replacement for GENERAL ELECTRIC							
ANCILLARY	Low-Voltage General Electric LV-VSR Series Vacuum Starter Replacement AK-2-25	Eaton 600 Amp Frame, AK-2-25 Low Voltage General Electric LV-VSR Vacuum Starter Replacement	10-12 weeks	USA	94M2080	$17,983.88	PL02709002E (Pg.5)
ANCILLARY	Low-Voltage General Electric LV-VSR Series Vacuum Starter ReplacementAK-2A-25	Eaton 600 Amp Frame, AK-2A-25 Low Voltage General Electric LV-VSR Vacuum Starter Replacement	10-12 weeks	USA	94M2085	$17,983.88	PL02709002E (Pg.5)
ANCILLARY	Low-Voltage General Electric LV-VSR Series Vacuum Starter Replacement AKR-4A-30	Eaton 800 Amp Frame, AKR-4A-30 Low Voltage General Electric LV-VSR Vacuum Starter Replacement	10-12 weeks	USA	94M2065	$19,888.05	PL02709002E (Pg.5)
ANCILLARY	Low-Voltage General Electric LV-VSR Series Vacuum Starter Replacement AKRU-4A-30	Eaton 800 Amp Frame, AKRU-4A-30Low Voltage General Electric LV-VSR Vacuum Starter Replacement	10-12 weeks	USA	94M2065	$20,804.88	PL02709002E (Pg.5)
Eaton LV-VSR Series Vacuum Starter Replacement for Federal Pacific							
ANCILLARY	Low-Voltage Federal Pacific LV-VSR Series Vacuum Starter Replacement FP25	Eaton 600 Amp Frame, FP25 Low Voltage Federal Pacific LV-VSR Vacuum Starter Replacement	10-12 weeks	USA	94M4070	$19,041.75	PL02709002E (Pg.5)
Eaton LV-VSR Series Vacuum Starter Replacement for ITE							
ANCILLARY	Low-Voltage ITE LV-VSR Series Vacuum Starter Replacement K600	Eaton 600 Amp Frame, K600 Low Voltage ITE LV-VSR Vacuum Starter Replacement	10-12 weeks	USA	94M5041	$19,394.38	PL02709002E (Pg.5)
ANCILLARY	Low-Voltage ITE LV-VSR Series Vacuum Starter Replacement KDON-600	Eaton 600 Amp Fused Frame, KDON-600 Low Voltage ITE LV-VSR Vacuum Starter Replacement	10-12 weeks	USA	94M5043	$20,452.25	PL02709002E (Pg.5)
ANCILLARY	Low-Voltage ITE LV-VSR Series Vacuum Starter Replacement K1600	Eaton 1600 Amp Frame, K1600 Low Voltage ITE LV-VSR Vacuum Starter Replacement	10-12 weeks	USA	94M5052	$21,510.13	PL02709002E (Pg.5)

SIN	Product Service / Category	Product Name	Description	MFR Part Number	GSA Price	Catalog w/ Page
ANCILLARY: Ancillary Supplies and Services, Related to Facilities Maintenance and Management						
ANCILLARY	Power Xpert Meters	PXM 4000 METERS	PXM 4000 Meter, 2 GB, AC, no options	PXM4051A1AA	$4,434.60	US Pricebook, 2015
ANCILLARY	Power Xpert Meters	PXM 6000 METERS	PXM 6000 Meter, 4 GB, AC, no options	PXM6051A1AA	$6,213.00	
ANCILLARY	Power Xpert Meters	PXM 8000 METERS	PXM 8000 Meter, 8 GB, AC, no options	PXM8051A1AA	$7,991.40	
ANCILLARY	Software	Power Xpert Software Professional Edition	Power Xpert Software Professional Edition	PXS-PRO	$4,319.28	US Pricebook, 2015
ANCILLARY	Software	Power Xpert Software Enterprise Edition	Power Xpert Software Enterprise Edition	PXS-ENT	$8,639.28	
ANCILLARY	Software	POWER XPERT REPORTING	Power Xpert Reporting - Single Source DB Connections *	PXR	$4,319.28	
ANCILLARY	Software	Forseer	Foreseer Energy Bundle Server Software w/ Media - 5,000 channel support	4CR-EB	$7,434.40	Price List PL027003EN
ANCILLARY	Software	Forseer	Foreseer Server Software w/ Media - 5,000 channel support	4CR-5KL	$6,195.34	
ANCILLARY	Software	Forseer	Foreseer Server Software w/ Media - 15,000 channel support	4CR-15KL	$18,586.00	
ANCILLARY	Software	Forseer	Foreseer Server Software w/ Media - 25,000 channel support	4CR-25KL	$26,330.17	
ANCILLARY	Software	Forseer	Foreseer Server Software w/ Media - 50,000 channel support	4CR-50KL	$37,172.01	
ANCILLARY	Software	Forseer	Foreseer Server Software w/ Media - 100,000 channel support	4CR-100KL	$55,758.01	
ANCILLARY	Software	Forseer	Foreseer Server Software w/ Media - 256,000 channel support	4CR-256KL	$105,320.70	
ANCILLARY	Software	Forseer	Foreseer Server Software w/ Media - 512,000 channel support	4CR-512KL	$167,274.05	
ANCILLARY	Software	Forseer	Foreseer Web Views Editor Server License	4CR-WVE	$3,097.67	
ANCILLARY	Software	Forseer	Foreseer Redundant Server Option w/ Media - 15,000 channel support	4CR-15KL-R	$4,646.50	
ANCILLARY	Software	Forseer	Foreseer Redundant Server Option w/ Media - 25,000 channel support	4CR-25KL-R	$6,582.56	
ANCILLARY	Software	Forseer	Foreseer Redundant Server Option w/ Media - 50,000 channel support	4CR-50KL-R	$9,293.01	
ANCILLARY	Software	Forseer	Foreseer Redundant Server Option w/ Media - 100,000 channel support	4CR-100KL-R	$13,939.51	
ANCILLARY	Software	Forseer	Foreseer Redundant Server Option w/ Media - 256,000 channel support	4CR-256KL-R	$26,330.17	
ANCILLARY	Software	Forseer	Foreseer Redundant Server Option w/ Media - 512,000 channel support	4CR-512KL-R	$41,818.52	
ANCILLARY	Software	Forseer	Foreseer 25k Channel Pack	4CR-25KUPG	$13,939.51	
ANCILLARY	Software	Forseer	Foreseer 50k Channel Pack	4CR-50KUPG	$24,781.34	
ANCILLARY	Software	Forseer	Foreseer 100k Channel Pack	4CR-100KUPG	$43,367.35	
ANCILLARY	Software	Forseer	Foreseer 250k Channel Pack	4CR-250KUPG	$92,930.03	
ANCILLARY	Software	Forseer	Foreseer Energy Bundle - Upgrade to 15k channel support and full FRS	4CR-EBUPG	$18,586.00	
ANCILLARY	Software	Forseer	Foreseer System Upgrade v. 5 x to v. 7.x - wo/ Service Contract, w/ Media	4CR-U1SN	$2,745.01	
ANCILLARY	Software	Forseer	Foreseer System Upgrade v. 5.x to v. 7.x - w/ Service Contract, w/ Media	4CR-U1SY	$2,74.51	
ANCILLARY	Software	Forseer	FRS 1.1.0 incl 4 base reports	FRS10x-Base	$4,336.73	
ANCILLARY	Software	Forseer	Tenant Billing Report requires FRS-Base >=1.1, price is adder	FRS-Tenant	$1,906.26	
ANCILLARY	Software	Forseer	Simple Eng Dev for New Driver; Modbus and BACnet, point count < 250	ENG DEV 1	$3,142.14	
ANCILLARY	Software	Forseer	Complex Eng Dev for New Driver; Modbus, BACnet, SNMP, point count 251-750	ENG DEV 2	$6,954.66	
ANCILLARY	Software	Forseer	Custom Eng Dev for New Driver	ENG DEV 3	$7,907.78	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 15 kVA	Aluminum Windings 240x480 -120/240 Volts	T20P11S15AEE	$1,149.17	Pricing & Availability Digest (PAD)
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 25 kVA	Aluminum Windings 240x480 -120/240 Volts	T20P11S25AEE	$1,547.38	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 37.5 kVA	Aluminum Windings 240x480 -120/240 Volts	T20P11S37AEE	$1,723.24	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 50 kVA	Aluminum Windings 240x480 -120/240 Volts	T20P11S50AEE	$2,176.37	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 75 kVA	Aluminum Windings 240x480 -120/240 Volts	T20P11S75AEE	$2,981.57	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 100 kVA	Aluminum Windings 240x480 -120/240 Volts	T20P11S99AEE	$4,111.86	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 167 kVA	Aluminum Windings 240x480 -120/240 Volts	T48M11S67EE	$6,382.57	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 15 kVA	Aluminum Windings 240x480 -120/240 Volts	T20P11F15EE	$1,346.93	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 25 kVA	Aluminum Windings 240x480 -120/240 Volts	T20P11F25EE	$1,987.71	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 37.5 kVA	Aluminum Windings 240x480 -120/240 Volts	T20P11F37EE	$2,324.61	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 50 kVA	Aluminum Windings 240x480 -120/240 Volts	T20P11F50EE	$2,760.90	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 75 kVA	Aluminum Windings 240x480 -120/240 Volts	T20P11F75EE	$3,753.07	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 100 kVA	Aluminum Windings 240x480 -120/240 Volts	T20P11F99EE	$4,792.40	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 15 kVA	Aluminum Windings 240x480 -120/240 Volts	T20P11B15EE	$1,657.55	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 25 kVA	Aluminum Windings 240x480 -120/240 Volts	T20P11B25EE	$2,447.58	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 37.5 kVA	Aluminum Windings 240x480 -120/240 Volts	T20P11B37EE	$2,860.28	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 50 kVA	Aluminum Windings 240x480 -120/240 Volts	T20P11B50EE	$3,399.32	

SIN	Product Service / Category	Product Name	Description	MFR Part Number	GSA Price	Catalog w/ Page
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 75 kVA	Aluminum Windings 240x480 -120/240 Volts	T20P11B75EE	$4,617.21	Pricing & Availability Digest (PAD)
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 15 kVA	Copper Windings 240x480 - 120/240 Volts	T20P11S15CUEE	$1,582.42	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 25 kVA	Copper Windings 240x480 - 120/240 Volts	T20P11S25CUEE	$2,339.77	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 37.5 kVA	Copper Windings 240x480 - 120/240 Volts	T20P11S37CUEE	$2,733.94	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 50 kVA	Copper Windings 240x480 - 120/240 Volts	T20P11S50CUEE	$3,249.40	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 75 kVA	Copper Windings 240x480 - 120/240 Volts	T20P11S75CUEE	$6,845.47	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 100 kVA	Copper Windings 240x480 - 120/240 Volts	T20P11S99CUEE	$7,558.69	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 167 kVA	Copper Windings 240x480 - 120/240 Volts	T48M11S67CUEE	$11,223.82	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 15 kVA	Copper Windings 240x480 - 120/240 Volts	T20P11F15CUEE	$1,901.80	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 25 kVA	Copper Windings 240x480 - 120/240 Volts	T20P11F25CUEE	$2,804.69	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 37.5 kVA	Copper Windings 240x480 - 120/240 Volts	T20P11F37CUEE	$3,279.72	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 50 kVA	Copper Windings 240x480 - 120/240 Volts	T20P11F50CUEE	$5,328.41	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 75 kVA	Copper Windings 240x480 - 120/240 Volts	T20P11F75CUEE	$5,442.62	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 100 kVA	Copper Windings 240x480 - 120/240 Volts	T20P11F99CUEE	$6,763.27	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 15 kVA	Copper Windings 240x480 - 120/240 Volts	T20P11B15CUEE	$2,218.49	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 25 kVA	Copper Windings 240x480 - 120/240 Volts	T20P11B25CUEE	$3,271.30	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 37.5 kVA	Copper Windings 240x480 - 120/240 Volts	T20P11B37CUEE	$3,827.18	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 50 kVA	Copper Windings 240x480 - 120/240 Volts	T20P11B50CUEE	$6,478.92	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 75 kVA	Copper Windings 240x480 - 120/240 Volts	T20P11B75CUEE	$6,348.88	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 25 kVA	Aluminum Windings 208 - 120/240 Volts	T29M11S25EE	$1,834.42	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 37.5 kVA	Aluminum Windings 208 - 120/240 Volts	T29M11S37EE	$2,146.05	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 50 kVA	Aluminum Windings 208 - 120/240 Volts	T29M11S50EE	$2,550.33	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 75 kVA	Aluminum Windings 208 - 120/240 Volts	T29R11S75EE	$3,785.07	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 100 kVA	Aluminum Windings 208 - 120/240 Volts	T29R11S99EE	$4,425.18	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 25 kVA	Aluminum Windings 277 - 120/240 Volts	T27M11S25EE	$1,834.42	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 37.5 kVA	Aluminum Windings 277 - 120/240 Volts	T27M11S37EE	$2,146.05	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 50 kVA	Aluminum Windings 277 - 120/240 Volts	T27M11S50EE	$2,550.33	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 75 kVA	Aluminum Windings 277 - 120/240 Volts	T27M11S75EE	$3,468.39	
ANCILLARY	Transformers, Medium Voltage	NEMA TP-1 100 kVA	Aluminum Windings 277 - 120/240 Volts	T27M11S99EE	$4,425.18	
ANCILLARY	120/240 Vac General- Duty, Fusible, Single Throw	3-Pole 3-Wire 240 Vac 400 Amp	NEMA 1 Enclosure Indoor	DG325FGK	$887.04	Pricing & Availability Digest (PAD)
ANCILLARY	120/240 Vac General- Duty, Fusible, Single Throw	3-Pole 3-Wire 240 Vac 600 Amp	NEMA 1 Enclosure Indoor	DG326FGK	$1,616.40	
ANCILLARY	120/240 Vac General- Duty, Fusible, Single Throw	3-Pole 3-Wire 240 Vac 400 Amp	NEMA 3R Enclosure Rainproof	DG325FRK	$1,083.36	
ANCILLARY	120/240 Vac General- Duty, Fusible, Single Throw	3-Pole 3-Wire 240 Vac 600 Amp	NEMA 3R Enclosure Rainproof	DG326FRK	$2,200.80	
ANCILLARY	120/240 Vac General- Duty, Fusible, Single Throw	4-Wire 120/240 Vac 30 Amp	NEMA 1 Enclosure Indoor	DG321NGB	$58.08	
ANCILLARY	120/240 Vac General- Duty, Fusible, Single Throw	4-Wire 120/240 Vac 60 Amp	NEMA 1 Enclosure Indoor	DG322NGB	$95.04	
ANCILLARY	120/240 Vac General- Duty, Fusible, Single Throw	4-Wire 120/240 Vac 100 Amp	NEMA 1 Enclosure Indoor	DG323NGB	$159.84	
ANCILLARY	120/240 Vac General- Duty, Fusible, Single Throw	4-Wire 120/240 Vac 200 Amp	NEMA 1 Enclosure Indoor	DG324NGK	$350.40	
ANCILLARY	120/240 Vac General- Duty, Fusible, Single Throw	4-Wire 120/240 Vac 400 Amp	NEMA 1 Enclosure Indoor	DG325NGK	$916.56	
ANCILLARY	120/240 Vac General- Duty, Fusible, Single Throw	4-Wire 120/240 Vac 600 Amp	NEMA 1 Enclosure Indoor	DG326NGK	$1,674.00	
ANCILLARY	120/240 Vac General- Duty, Fusible, Single Throw	4-Wire 120/240 Vac 30 Amp	NEMA 3R Enclosure Rainproof	DG321NRB	$85.92	
ANCILLARY	120/240 Vac General- Duty, Fusible, Single Throw	4-Wire 120/240 Vac 60 Amp	NEMA 3R Enclosure Rainproof	DG322NRB	$128.64	
ANCILLARY	120/240 Vac General- Duty, Fusible, Single Throw	4-Wire 120/240 Vac 100 Amp	NEMA 3R Enclosure Rainproof	DG323NRB	$237.12	
ANCILLARY	120/240 Vac General- Duty, Fusible, Single Throw	4-Wire 120/240 Vac 200 Amp	NEMA 3R Enclosure Rainproof	DG324NRK	$433.92	
ANCILLARY	120/240 Vac General- Duty, Fusible, Single Throw	4-Wire 120/240 Vac 400 Amp	NEMA 3R Enclosure Rainproof	DG325NRK	$1,117.44	
ANCILLARY	120/240 Vac General- Duty, Fusible, Single Throw	4-Wire 120/240 Vac 600 Amp	NEMA 3R Enclosure Rainproof	DG326NRK	$2,324.40	
ANCILLARY	120/240 Vac General- Duty, Non-Fusible, Single Throw	2-Pole 2-Wire 240 Vac 30 Amp	NEMA 1 Enclosure Indoor	DG221UGB	$43.44	Pricing & Availability Digest (PAD)
ANCILLARY	120/240 Vac General- Duty, Non-Fusible, Single Throw	2-Pole 2-Wire 240 Vac 60 Amp	NEMA 1 Enclosure Indoor	DG222UGB	$57.12	
ANCILLARY	120/240 Vac General- Duty, Non-Fusible, Single Throw	2-Pole 2-Wire 240 Vac 100 Amp	NEMA 1 Enclosure Indoor	DG223UGB	$133.68	
ANCILLARY	120/240 Vac General- Duty, Non-Fusible, Single Throw	2-Pole 2-Wire 240 Vac 30 Amp	NEMA 3R Enclosure Rainproof	DG221URB	$56.40	
ANCILLARY	120/240 Vac General- Duty, Non-Fusible, Single Throw	2-Pole 2-Wire 240 Vac 60 Amp	NEMA 3R Enclosure Rainproof	DG222URB	$100.08	
ANCILLARY	120/240 Vac General- Duty, Non-Fusible, Single Throw	2-Pole 2-Wire 240 Vac 100 Amp	NEMA 3R Enclosure Rainproof	DG223URB	$138.48	
ANCILLARY	120/240 Vac General- Duty, Non-Fusible, Single Throw	3-Pole 3-Wire 240 Vac 30 Amp	NEMA 1 Enclosure Indoor	DG321UGB	$47.76	
ANCILLARY	120/240 Vac General- Duty, Non-Fusible, Single Throw	3-Pole 3-Wire 240 Vac 60 Amp	NEMA 1 Enclosure Indoor	DG322UGB	$60.24	
ANCILLARY	120/240 Vac General- Duty, Non-Fusible, Single Throw	3-Pole 3-Wire 240 Vac 100 Amp	NEMA 1 Enclosure Indoor	DG323UGB	$138.48	
ANCILLARY	120/240 Vac General- Duty, Non-Fusible, Single Throw	3-Pole 3-Wire 240 Vac 200 Amp	NEMA 1 Enclosure Indoor	DG324UGK	$251.28	
ANCILLARY	120/240 Vac General- Duty, Non-Fusible, Single Throw	3-Pole 3-Wire 240 Vac 400 Amp	NEMA 1 Enclosure Indoor	DG325UGK	$642.48	
ANCILLARY	120/240 Vac General- Duty, Non-Fusible, Single Throw	3-Pole 3-Wire 240 Vac 600 Amp	NEMA 1 Enclosure Indoor	DG326UGK	$1,214.40	
ANCILLARY	120/240 Vac General- Duty, Non-Fusible, Single Throw	3-Pole 3-Wire 240 Vac 30 Amp	NEMA 3R Enclosure Rainproof	DG321URB	$84.96	
ANCILLARY	120/240 Vac General- Duty, Non-Fusible, Single Throw	3-Pole 3-Wire 240 Vac 60 Amp	NEMA 3R Enclosure Rainproof	DG322URB	$128.64	
ANCILLARY	120/240 Vac General- Duty, Non-Fusible, Single Throw	3-Pole 3-Wire 240 Vac 100 Amp	NEMA 3R Enclosure Rainproof	DG323URB	$237.12	

SIN	Product Service / Category	Product Name	Description	MFR Part Number	GSA Price	Catalog w/ Page
ANCILLARY	120/240 Vac General- Duty, Non-Fusible, Single Throw	3-Pole 3-Wire 240 Vac 200 Amp	NEMA 3R Enclosure Rainproof	DG324URK	$420.24	Pricing & Availability Digest (PAD)
ANCILLARY	120/240 Vac General- Duty, Non-Fusible, Single Throw	3-Pole 3-Wire 240 Vac 400 Amp	NEMA 3R Enclosure Rainproof	DG325URK	$1,010.88	
ANCILLARY	120/240 Vac General- Duty, Non-Fusible, Single Throw	3-Pole 3-Wire 240 Vac 600 Amp	NEMA 3R Enclosure Rainproof	DG326URK	$1,959.60	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	2-pole 480-600 Vac 30 Amp	NEMA 1 Enclosure Indoor	DH261UGK	$82.08	Pricing & Availability Digest (PAD)
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	2-pole 480-600 Vac 60 Amp	NEMA 1 Enclosure Indoor	DH262UGK	$143.04	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	2-pole 480-600 Vac 100 Amp	NEMA 1 Enclosure Indoor	DH263UGK	$239.52	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	2-pole 480-600 Vac 400 Amp	NEMA 1 Enclosure Indoor	DH265UGK	$786.48	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	2-pole 480-600 Vac 600 Amp	NEMA 1 Enclosure Indoor	DH266UGK	$1,420.80	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	2-pole 480-600 Vac 800 Amp	NEMA 1 Enclosure Indoor	DH267UGK	$2,848.80	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 30 Amp	NEMA 1 Enclosure Indoor	DH361UGK	$86.88	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 60 Amp	NEMA 1 Enclosure Indoor	DH362UGK	$148.32	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 100 Amp	NEMA 1 Enclosure Indoor	DH363UGK	$251.28	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 200 Amp	NEMA 1 Enclosure Indoor	DH364UGK	$378.24	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 400 Amp	NEMA 1 Enclosure Indoor	DH365UGK	$868.80	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 600 Amp	NEMA 1 Enclosure Indoor	DH366UGK	$1,543.20	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 800 Amp	NEMA 1 Enclosure Indoor	DH367UGK	$3,044.40	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 1200 Amp	NEMA 1 Enclosure Indoor	DH368UGK	$4,033.20	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 30 Amp	NEMA 3R Enclosure Rainproof	DH361URK	$148.32	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 60 Amp	NEMA 3R Enclosure Rainproof	DH362URK	$274.80	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 100 Amp	NEMA 3R Enclosure Rainproof	DH363URK	$389.04	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 200 Amp	NEMA 3R Enclosure Rainproof	DH364URK	$455.76	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 400 Amp	NEMA 3R Enclosure Rainproof	DH365URK	$1,141.20	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 600 Amp	NEMA 3R Enclosure Rainproof	DH366URK	$2,360.40	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 800 Amp	NEMA 3R Enclosure Rainproof	DH367URK	$4,039.20	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 1200 Amp	NEMA 3R Enclosure Rainproof	DH368URK	$5,211.60	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	4-pole 480-600 Vac 30 Amp	NEMA 1 Enclosure Indoor	DH461UGK	$251.28	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	4-pole 480-600 Vac 60 Amp	NEMA 1 Enclosure Indoor	DH462UGK	$266.88	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	4-pole 480-600 Vac 100 Amp	NEMA 1 Enclosure Indoor	DH463UGK	$488.16	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	4-pole 480-600 Vac 400 Amp	NEMA 1 Enclosure Indoor	DH464UGK	$704.40	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	4-pole 480-600 Vac 600 Amp	NEMA 1 Enclosure Indoor	DH465UGK	$1,483.20	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	4-pole 480-600 Vac 800 Amp	NEMA 1 Enclosure Indoor	DH466UGK	$2,594.40	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	2-pole 480-600 Vac 30 Amp	NEMA 12 Enclosure INDUSTRIAL, Dust-tight	DH261UDK	$153.36	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	2-pole 480-600 Vac 60 Amp	NEMA 12 Enclosure INDUSTRIAL, Dust-tight	DH262UDK	$178.80	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	2-pole 480-600 Vac 100 Amp	NEMA 12 Enclosure INDUSTRIAL, Dust-tight	DH263UDK	$334.80	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	2-pole 480-600 Vac 200 Amp	NEMA 12 Enclosure INDUSTRIAL, Dust-tight	DH264UDK	$433.92	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	2-pole 480-600 Vac 400 Amp	NEMA 12 Enclosure INDUSTRIAL, Dust-tight	DH265UDK	$1,077.36	Pricing & Availability Digest (PAD)
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	2-pole 480-600 Vac 800 Amp	NEMA 12 Enclosure INDUSTRIAL, Dust-tight	DH267UDK	$3,428.40	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 30 Amp	NEMA 12 Enclosure INDUSTRIAL, Dust-tight	DH361UDK	$189.36	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 60 Amp	NEMA 12 Enclosure INDUSTRIAL, Dust-tight	DH362UDK	$278.88	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 100 Amp	NEMA 12 Enclosure INDUSTRIAL, Dust-tight	DH363UDK	$398.40	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 200 Amp	NEMA 12 Enclosure INDUSTRIAL, Dust-tight	DH364UDK	$471.12	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 400 Amp	NEMA 12 Enclosure INDUSTRIAL, Dust-tight	DH365UDK	$1,160.64	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 600 Amp	NEMA 12 Enclosure INDUSTRIAL, Dust-tight	DH366UDK	$2,433.60	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 800 Amp	NEMA 12 Enclosure INDUSTRIAL, Dust-tight	DH367UDK	$4,164.00	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 1200 Amp	NEMA 12 Enclosure INDUSTRIAL, Dust-tight	DH368UDK	$6,356.40	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 400 Amp	NEMA 4 Enclosure Watertight, Painted Steel	DH365UPK	$3,810.00	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 30 Amp	NEMA 4X Enclosure Corrosion-Resistant, Stainless Steel	DH361UWK	$577.68	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 60 Amp	NEMA 4X Enclosure Corrosion-Resistant, Stainless Steel	DH362UWK	$685.68	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 100 Amp	NEMA 4X Enclosure Corrosion-Resistant, Stainless Steel	DH363UWK	$1,394.40	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 200 Amp	NEMA 4X Enclosure Corrosion-Resistant, Stainless Steel	DH364UWK	$1,894.80	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 400 Amp	NEMA 4X Enclosure Corrosion-Resistant, Stainless Steel	DH365UWK	$4,064.40	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 600 Amp	NEMA 4X Enclosure Corrosion-Resistant, Stainless Steel	DH366UWK	$6,283.20	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 800 Amp	NEMA 4X Enclosure Corrosion-Resistant, Stainless Steel	DH367UWK	$8,302.80	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	3-pole 480-600 Vac 1200 Amp	NEMA 4X Enclosure Corrosion-Resistant, Stainless Steel	DH368UWK	$12,238.80	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	2-pole 480-600 Vac 30 Amp	NEMA 12 Enclosure INDUSTRIAL, Dust-tight	DH461UDK	$277.44	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	2-pole 480-600 Vac 60 Amp	NEMA 12 Enclosure INDUSTRIAL, Dust-tight	DH462UDK	$322.56	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	2-pole 480-600 Vac 100 Amp	NEMA 12 Enclosure INDUSTRIAL, Dust-tight	DH463UDK	$557.52	
ANCILLARY	600 Vac Heavy-Duty, Non-Fusible, Single Throw	2-pole 480-600 Vac 200 Amp	NEMA 12 Enclosure INDUSTRIAL, Dust-tight	DH464UDK	$835.92	

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Pricing Catalog
Eaton 9355 UPS							
ANCILLARY	9355-10, 10kVA/9kW, 208 (input/output), 50 or 60 Hz, 3W + Ground + Neutral, 32 Internal Batteries (2- high)	Eaton 9355	Contact for current lead times	USA	KA1011100000010	$12,830.63	9355 Pricebook, 04/2022
ANCILLARY	9355-10, 10kVA/9kW, 208 (input/output), 50 or 60 Hz, 3W + Ground + Neutral, 64 Internal Batteries (3- high)	Eaton 9355	Contact for current lead times	USA	KA1012100000010	$14,286.35	9355 Pricebook, 04/2022
ANCILLARY	9355-15, 15kVA/13.5kW, 208 (input/output), 50 or 60 Hz, 3W + Ground + Neutral, 32 Internal Batteries (2- high)	Eaton 9355	Contact for current lead times	USA	KA1511100000010	$13,936.52	9355 Pricebook, 04/2022
ANCILLARY	9355-15, 15kVA/13.5kW, 208 (input/output), 50 or 60 Hz, 3W + Ground + Neutral, 64 Internal Batteries (3- high)	Eaton 9355	Contact for current lead times	USA	KA1512100000010	$15,414.81	9355 Pricebook, 04/2022
ANCILLARY	9355 10-15 kVA 2-High Line & Match Extended Battery Module, 64 Batteries	Eaton 9355 Battery Cabinet	Contact for current lead times	USA	103004192-5501	$5,382.77	9355 Pricebook, 04/2022
ANCILLARY	9355 10-15 kVA 3-High Line & Match Extended Battery Module, 96 Batteries	Eaton 9355 Battery Cabinet	Contact for current lead times	USA	103004193-5501	$7,696.12	9355 Pricebook, 04/2022
ANCILLARY	9355-15, 15kVA/13.5kW, 208 (input/output), 3-breaker Maintenance Bypass Panel (100A Bus, 200A Neutral, & 60A MBP, MIB, MIS, 65kAIC Rated)	Eaton 9355 MBP	Contact for current lead times	USA	124100027-001	$2,967.86	9355 Pricebook, 04/2022
ANCILLARY	9355-20, 20kVA/18kW, 208 (input/output), 50 or 60 Hz, 3W + Ground + Neutral, 32 internal batteries	Eaton 9355	Contact for current lead times	USA	KB2013100000010	$19,432.14	9355 Pricebook, 04/2022
ANCILLARY	9355-30, 30kVA/27kW, 208 (input/output), 50 or 60 Hz, 3W + Ground + Neutral, 32 internal batteries	Eaton 9355	Contact for current lead times	USA	KB3013100000010	$20,475.97	9355 Pricebook, 04/2022
ANCILLARY	9355- 20 & 30 kVA 2 String Line & Match Extended Battery Cabinet	Eaton 9355 Battery Cabinet	Contact for current lead times	USA	103005183	$7,605.84	9355 Pricebook, 04/2022
ANCILLARY	9355- 20 & 30 kVA 4 String Line & Match Extended Battery Cabinet	Eaton 9355 Battery Cabinet	Contact for current lead times	USA	103004868	$11,600.60	9355 Pricebook, 04/2022
ANCILLARY	9355- 20 & 30 kVA, 208 (input/output), 3-breaker Maintenance Bypass Panel (225A Bus, 225A Neutral, 125A MIB, 110A MIS and MBP, 65kAIC Rated)	Eaton 9355 MBP	Contact for current lead times	USA	124100028-001	$3,441.81	9355 Pricebook, 04/2022
ANCILLARY	9355 20-30 kVA High "A"-Level Spare Parts Kit	Eaton 9355 "A"-Level Spare Parts Kit	Contact for current lead times	USA	Refer to Eaton	$10,013.60	9355 Pricebook, 04/2022
Eaton 9395P UPS							
ANCILLARY	9395P- 300/300 kW (1 UPM), 480 (input/output), 60 Hz, 3W + Ground, with common battery common rectifier feeds	Eaton 9395P	Contact for current lead times	USA	W331106060020R2	$86,124.33	9395P Pricebook, 04/2022
ANCILLARY	9395P- 300/275 kW (1 UPM), 480 (input/output), 60 Hz, 3W + Ground, with common battery common rectifier feeds	Eaton 9395P	Contact for current lead times	USA	W327106060020R2	$84,488.06	9395P Pricebook, 04/2022
ANCILLARY	9395P- 300/250 kW (1 UPM), 480 (input/output), 60 Hz, 3W + Ground, with common battery common rectifier feeds	Eaton 9395P	Contact for current lead times	USA	W325106060020R2	$80,199.90	9395P Pricebook, 04/2022
ANCILLARY	9395P- 300/225 kW (1 UPM), 480 (input/output), 60 Hz, 3W + Ground, with common battery common rectifier feeds	Eaton 9395P	Contact for current lead times	USA	W322106060020R2	$78,168.66	9395P Pricebook, 04/2022
ANCILLARY	9395P- 300/200 kW (1 UPM), 480 (input/output), 60 Hz, 3W + Ground, with common battery common rectifier feeds	Eaton 9395P	Contact for current lead times	USA	W320106060020R2	$76,193.85	9395P Pricebook, 04/2022
ANCILLARY	9395P- 600/600 kW (2 UPM), 480 (input/output), 60 Hz, 3W + Ground, with common battery common rectifier feeds	Eaton 9395P	Contact for current lead times	USA	W761106060020R2	$139,731.99	9395P Pricebook, 04/2022
ANCILLARY	9395P- 600/550 kW (2 UPM), 480 (input/output), 60 Hz, 3W + Ground, with common battery common rectifier feeds	Eaton 9395P	Contact for current lead times	USA	W755106060020R2	$136,967.25	9395P Pricebook, 04/2022
ANCILLARY	9395P- 600/500 kW (2 UPM), 480 (input/output), 60 Hz, 3W + Ground, with common battery common rectifier feeds	Eaton 9395P	Contact for current lead times	USA	W750106060020R2	$130,083.63	9395P Pricebook, 04/2022
ANCILLARY	9395P- 600/450 kW (2 UPM), 480 (input/output), 60 Hz, 3W + Ground, with common battery common rectifier feeds	Eaton 9395P	Contact for current lead times	USA	W745106060020R2	$129,293.70	9395P Pricebook, 04/2022
ANCILLARY	9395P- 600/400 kW (2 UPM), 480 (input/output), 60 Hz, 3W + Ground, with common battery common rectifier feeds	Eaton 9395P	Contact for current lead times	USA	W740106060020R2	$128,560.20	9395P Pricebook, 04/2022
ANCILLARY	9395P- 900/900 kW (3 UPM), 480 (input/output), 60 Hz, 3W + Ground, with common battery common rectifier feeds	Eaton 9395P	Contact for current lead times	USA	WU91106060020R2	$263,044.84	9395P Pricebook, 04/2022
ANCILLARY	9395P- 900/825 kW (3 UPM), 480 (input/output), 60 Hz, 3W + Ground, with common battery common rectifier feeds	Eaton 9395P	Contact for current lead times	USA	WU82106060020R2	$255,484.13	9395P Pricebook, 04/2022
ANCILLARY	9395P- 900/750 kW (3 UPM), 480 (input/output), 60 Hz, 3W + Ground, with common battery common rectifier feeds	Eaton 9395P	Contact for current lead times	USA	WU75106060020R2	$247,867.00	9395P Pricebook, 04/2022
ANCILLARY	9395P- 900/675 kW (3 UPM), 480 (input/output), 60 Hz, 3W + Ground, with common battery common rectifier feeds	Eaton 9395P	Contact for current lead times	USA	WU67106060020R2	$240,531.99	9395P Pricebook, 04/2022
ANCILLARY	9395P- 1200/1200 kW (4 UPM), 480 (input/output), 60 Hz, 3W + Ground, with common battery common rectifier feeds	Eaton 9395P	Contact for current lead times	USA	WV13106060020R2	$313,769.27	9395P Pricebook, 04/2022
ANCILLARY	9395P- 1200/1100 kW (4 UPM), 480 (input/output), 60 Hz, 3W + Ground, with common battery common rectifier feeds	Eaton 9395P	Contact for current lead times	USA	WV11106060020R2	$304,741.56	9395P Pricebook, 04/2022
ANCILLARY	9395P- 1200/1000 kW (4 UPM), 480 (input/output), 60 Hz, 3W + Ground, with common battery common rectifier feeds	Eaton 9395P	Contact for current lead times	USA	WV10106060020R2	$294,190.43	9395P Pricebook, 04/2022
ANCILLARY	9395P- 1200/825 kW (4 UPM), 480 (input/output), 60 Hz, 3W + Ground, with common battery common rectifier feeds	Eaton 9395P	Contact for current lead times	USA	WV82106060020R2	$288,378.84	9395P Pricebook, 04/2022
Eaton 9395P Factory Modifications UPS							
ANCILLARY	2010 California Building Code (CBC) seismic mounting bracket, 300 kW, 1 UPM	Eaton 9395P Factory Modifications	Contact for current lead times	USA	103008224	$902.77	9395P Pricebook, 04/2022
ANCILLARY	2010 California Building Code (CBC) seismic mounting bracket, 600 kW, 2 UPMs	Eaton 9395P Factory Modifications	Contact for current lead times	USA	103008225	$1,523.43	9395P Pricebook, 04/2022
ANCILLARY	2010 California Building Code (CBC) seismic mounting bracket, 900 kW, 3 UPMs	Eaton 9395P Factory Modifications	Contact for current lead times	USA	103006760	$2,313.35	9395P Pricebook, 04/2022
ANCILLARY	2010 California Building Code (CBC) seismic mounting bracket, 1200 kW, 4 UPMs	Eaton 9395P Factory Modifications	Contact for current lead times	USA	103008227	$2,764.74	9395P Pricebook, 04/2022
ANCILLARY	9395P, 300 kW Frame, 1 UPM (Single feed kit; Change CTO digit 11 to 1)	Eaton 9395P Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$440.10	9395P Pricebook, 04/2022
ANCILLARY	9395P, 600 kW Frame, 2 UPM (Single feed kit; Change CTO digit 11 to 1)	Eaton 9395P Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$846.35	9395P Pricebook, 04/2022
ANCILLARY	9395P 900 kW Frame, 3 UPM (Single feed kit; Change CTO digit 11 to 1)	Eaton 9395P Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$1,072.04	9395P Pricebook, 04/2022
ANCILLARY	9395P, 1200 kW Frame, 4 UPM (Single feed kit; Change CTO digit 11 to 1)	Eaton 9395P Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$1,072.04	9395P Pricebook, 04/2022
ANCILLARY	9395P 300 Frame Size High "A"-Level Spare Parts Kit	Eaton 9395P Spare Parts Kit	Contact for current lead times	USA	Refer to Eaton	$37,351.13	9395P Pricebook, 04/2022
ANCILLARY	9395P 600 Frame Size High "A"-Level Spare Parts Kit	Eaton 9395P Spare Parts Kit	Contact for current lead times	USA	Refer to Eaton	$35,035.02	9395P Pricebook, 04/2022
ANCILLARY	9395P 900 Frame Size High "A"-Level Spare Parts Kit	Eaton 9395P Spare Parts Kit	Contact for current lead times	USA	Refer to Eaton	$56,534.50	9395P Pricebook, 04/2022
ANCILLARY	9395P 1200 Frame Size High "A"-Level Spare Parts Kit	Eaton 9395P Spare Parts Kit	Contact for current lead times	USA	Refer to Eaton	$63,413.24	9395P Pricebook, 04/2022

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Pricing Catalog
Eaton 9395P Battery Cabinet							
ANCILLARY	Eaton 9395P Battery Cabinet, 200 kW, meets 5 minute battery runtime, 2 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL2003E28221201	$45,533.50	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 200 kW, meets 10 minute battery runtime, 2 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL2003E33221201	$48,862.47	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 200 kW, meets 15 minute battery runtime, 3 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL2003E28321201	$67,989.92	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 250 kW, meets 5 minute battery runtime, 2 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL2503E28221201	$45,533.50	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 250 kW, meets 10 minute battery runtime, 3 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL2503E28321201	$67,989.92	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 250 kW, meets 15 minute battery runtime, 3 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL2503E33321201	$73,124.43	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 275 kW, meets 5 minute battery runtime, 2 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL2753E33221201	$48,862.47	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 275 kW, meets 10 minute battery runtime, 3 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL2753E28321201	$67,989.92	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 275 kW, meets 15 minute battery runtime, 4 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL2753E28421201	$90,559.19	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 300 kW, meets 5 minute battery runtime, 3 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL3003E28321201	$72,221.66	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 300 kW, meets 10 minute battery runtime, 3 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL3003E33321201	$77,751.13	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 300 kW, meets 15 minute battery runtime, 4 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL3003E33421201	$103,480.10	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 400 kW, meets 5 minute battery runtime, 3 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL4003E33321201	$73,293.70	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 400 kW, meets 10 minute battery runtime, 3 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL4003E54321201	$93,944.58	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 400 kW, meets 15 minute battery runtime, 4 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL4003E39421201	$103,818.64	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 500 kW, meets 5 minute battery runtime, 4 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL5003E28421201	$90,559.19	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 500 kW, meets 10 minute battery runtime, 5 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL5003E33521201	$121,930.48	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 500 kW, meets 15 minute battery runtime, 4 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL5003Y62421201	$110,533.00	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 550 kW, meets 5 minute battery runtime, 4 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL5503E33421201	$97,386.40	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 550 kW, meets 10 minute battery runtime, 4 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL5503E54421201	$124,808.06	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 550 kW, meets 15 minute battery runtime, 5 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL5503E54521201	$156,066.50	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 600 kW, meets 5 minute battery runtime, 5 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL6003E39521201	$129,829.72	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 600 kW, meets 10 minute battery runtime, 5 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL6003E54521201	$156,405.04	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 600 kW, meets 15 minute battery runtime, 5 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL6003E54521201	$156,405.04	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 675 kW, meets 5 minute battery runtime, 5 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL6753E39521201	$129,829.72	9395P Pricebook, 04/2022
ANCILLARY	Eaton 9395P Battery Cabinet, 675 kW, meets 10 minute battery runtime, 5 cabinet system, 12V battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	TL6753E54521201	$156,405.04	9395P Pricebook, 04/2022
Eaton 9395P Battery Cabinet - Modifications							
ANCILLARY	Seismic Adder for Eaton Battery Cabinets, one per battery cabinet	Seismic Adder	Contact for current lead times	USA	Refer to Eaton	$902.77	9395P Pricebook, 04/2022
Eaton 9395P Maintenance Bypass Panel							
ANCILLARY	Wall Mounted 9395P maintenance Bypass Panel, 200 kW, 350 MBP Rating, 350, BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FHHX0X111XXXX	$15,207.17	Bypass Pricebook, 04/2022
ANCILLARY	Wall Mounted 9395P maintenance Bypass Panel, 225 kW, 350 MBP Rating, 350, BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FHHX0X111XXXX	$15,207.17	Bypass Pricebook, 04/2022
ANCILLARY	Wall Mounted 9395P maintenance Bypass Panel, 250kW , 400 MBP Rating, 400, BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FIIX0X111XXXX	$15,207.17	Bypass Pricebook, 04/2022
ANCILLARY	Wall Mounted 9395P maintenance Bypass Panel, 275 kW, 450 MBP Rating, 450, BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FJJX0X111XXXX	$18,645.04	Bypass Pricebook, 04/2022
ANCILLARY	Wall Mounted 9395P maintenance Bypass Panel, 300kW, 500 MBP Rating, 500, BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FKKX0X111XXXX	$18,645.04	Bypass Pricebook, 04/2022
ANCILLARY	Wall Mounted 9395P maintenance Bypass Panel, 400kW, 700 MBP Rating, 700, BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FMMX0X111XXXX	$22,423.70	Bypass Pricebook, 04/2022
ANCILLARY	Wall Mounted 9395P maintenance Bypass Panel, 450k W, 700 MBP Rating, 700, BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FMMX0X111XXXX	$22,423.70	Bypass Pricebook, 04/2022
ANCILLARY	Wall Mounted 9395P maintenance Bypass Panel, 550 kW, 1000 MBP Rating, 1000, BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FPPX0X111XXXX	$35,649.29	Bypass Pricebook, 04/2022
ANCILLARY	Wall Mounted 9395P maintenance Bypass Panel, 600 kW, 1000 MBP Rating, 1000, BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FPPX0X111XXXX	$35,649.29	Bypass Pricebook, 04/2022
ANCILLARY	Wall Mounted 9395P maintenance Bypass Panel, 675 kW, 1200 MBP Rating, 1200, BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FQQX0X111XXXX	$35,649.29	Bypass Pricebook, 04/2022
ANCILLARY	Wall Mounted 9395P maintenance Bypass Panel, 750 kW, 1200 MBP Rating, 1200, BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FQQX0X111XXXX	$35,649.29	Bypass Pricebook, 04/2022
ANCILLARY	Floor Mounted 9395P maintenance Bypass Panel, 200 kW, 350 MBP Rating, 350 , BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FHHX0X211XXXX	$16,886.89	Bypass Pricebook, 04/2022
ANCILLARY	Floor Mounted 9395P maintenance Bypass Panel, 225 kW, 350 MBP Rating, 350 , BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FHHX0X211XXXX	$16,886.89	Bypass Pricebook, 04/2022
ANCILLARY	Floor Mounted 9395P maintenance Bypass Panel, 250kW, 400 MBP Rating, 400, BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FIIX0X211XXXX	$16,886.89	Bypass Pricebook, 04/2022
ANCILLARY	Floor Mounted 9395P maintenance Bypass Panel, 275 kW, 450 MBP Rating, 450 , BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FJJX0X211XXXX	$20,324.19	Bypass Pricebook, 04/2022
ANCILLARY	Floor Mounted 9395P maintenance Bypass Panel, 300kW, 500 MBP Rating, 500, BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FKKX0X211XXXX	$20,324.19	Bypass Pricebook, 04/2022

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Pricing Catalog
ANCILLARY	Floor Mounted 9395P maintenance Bypass Panel, 400kW, 700 MBP Rating, 700, BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FMMX0X211XXXX	$24,102.85	Bypass Pricebook, 04/2022
ANCILLARY	Floor Mounted 9395P maintenance Bypass Panel, 450 kW, 700 MBP Rating, 700 , BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FMMX0X211XXXX	$24,102.85	Bypass Pricebook, 04/2022
ANCILLARY	Floor Mounted 9395P maintenance Bypass Panel, 550 kW, 1000 MBP Rating, 1000, BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FPPX0X211XXXX	$37,328.44	Bypass Pricebook, 04/2022
ANCILLARY	Floor Mounted 9395P maintenance Bypass Panel, 600 kW, 1000 MBP Rating, 1000, BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FPPX0X211XXXX	$37,328.44	Bypass Pricebook, 04/2022
ANCILLARY	Floor Mounted 9395P maintenance Bypass Panel, 675 kW, 1200 MBP Rating, 1200, BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FQQX0X211XXXX	$37,328.44	Bypass Pricebook, 04/2022
ANCILLARY	Floor Mounted 9395P maintenance Bypass Panel, 750 kW, 1200 MBP Rating, 1200, BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FQQX0X211XXXX	$37,328.44	Bypass Pricebook, 04/2022
ANCILLARY	Floor Mounted 9395P maintenance Bypass Panel, 825 kW, 1600 MBP Rating, 1600, BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FRRX0X211XXXX	$70,418.94	Bypass Pricebook, 04/2022
ANCILLARY	Floor Mounted 9395P maintenance Bypass Panel, 1100, 1200 kW, 200 MBP Rating, 200 , BIB Rating, 65 kAIC	Eaton 9395P Maintenance Bypass Panel	Contact for current lead times	USA	M1FSSX0X211XXXX	$70,418.94	Bypass Pricebook, 04/2022
Eaton 93PM - 480V UPS							
ANCILLARY	93PM-50/50 kW, 1 Power Module, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PA05D0000A00R2	$31,032.75	93PM Pricebook, 04/2022
ANCILLARY	93PM-50/40 kW, 1 Power Module, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PA04D0000A00R2	$29,904.28	93PM Pricebook, 04/2022
ANCILLARY	93PM-50/30 kW, 1 Power Module, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PA03D0000A00R2	$28,550.13	93PM Pricebook, 04/2022
ANCILLARY	93PM-50/20 kW, 1 Power Module, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PA02D0000A00R2	$27,139.55	93PM Pricebook, 04/2022
ANCILLARY	93PM-50/50 kW, 1 Power Module, 480 (input/output), 3 Wires, Single feed, 6.7 minute runtime with internal batteries	Eaton 93PM - 480V	Contact for current lead times	USA	9PA05D4000A00R2	$34,643.83	93PM Pricebook, 04/2022
ANCILLARY	93PM-50/40 kW, 1 Power Module, 480 (input/output), 3 Wires, Single feed, 9.4 minute runtime with internal batteries	Eaton 93PM - 480V	Contact for current lead times	USA	9PA04D4000A00R2	$33,628.21	93PM Pricebook, 04/2022
ANCILLARY	93PM-100/100 kW, 2 Power Module, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PG10D0000A00R2	$44,687.15	93PM Pricebook, 04/2022
ANCILLARY	93PM-100/90 kW, 2 Power Module, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PG09D0000A00R2	$44,292.19	93PM Pricebook, 04/2022
ANCILLARY	93PM-100/80 kW, 2 Power Module, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PG08D0000A00R2	$40,963.22	93PM Pricebook, 04/2022
ANCILLARY	93PM-100/70 kW, 2 Power Module, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PG07D0000A00R2	$39,891.18	93PM Pricebook, 04/2022
ANCILLARY	93PM-100/60 kW, 2 Power Module, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PG06D0000A00R2	$38,819.14	93PM Pricebook, 04/2022
ANCILLARY	93PM-150/150 kW, 3 Power Module, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PL15D0000A00R2	$52,755.67	93PM Pricebook, 04/2022
ANCILLARY	93PM-150/140 kW, 3 Power Module, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PL14D0000A00R2	$52,473.55	93PM Pricebook, 04/2022
ANCILLARY	93PM-150/130 kW, 3 Power Module, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PL13D0000A00R2	$52,191.44	93PM Pricebook, 04/2022
ANCILLARY	93PM-150/120 kW, 3 Power Module, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PL12D0000A00R2	$52,022.17	93PM Pricebook, 04/2022
ANCILLARY	93PM-150/110 kW, 3 Power Module, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PL11D0000A00R2	$51,796.47	93PM Pricebook, 04/2022
ANCILLARY	93PM-200/200 kW, 4 Power Module, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PV20D0000A00R2	$62,742.57	93PM Pricebook, 04/2022
ANCILLARY	93PM-200/190 kW, 4 Power Module, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PV19D0000A00R2	$61,614.11	93PM Pricebook, 04/2022
ANCILLARY	93PM-200/180 kW, 4 Power Module, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PV18D0000A00R2	$60,880.60	93PM Pricebook, 04/2022
ANCILLARY	93PM-200/170 kW, 4 Power Module, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PV17D0000A00R2	$60,034.26	93PM Pricebook, 04/2022
ANCILLARY	93PM-200/160 kW, 4 Power Module, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PV16D0000A00R2	$59,357.18	93PM Pricebook, 04/2022
ANCILLARY	93PM-400/400 kW, 8 Power Modules, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9P640D0000A00R2	$96,427.20	93PM Pricebook, 04/2022
ANCILLARY	93PM-400/350 kW, 7 Power Modules, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9P535D0000A00R2	$89,712.85	93PM Pricebook, 04/2022
ANCILLARY	93PM-400/300 kW, 6 Power Modules, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9P430D0000A00R2	$82,716.37	93PM Pricebook, 04/2022
ANCILLARY	93PM-400/250 kW, 5 Power Modules, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9P325D0000A00R2	$75,889.17	93PM Pricebook, 04/2022
ANCILLARY	93PM-400/200 kW, 4 Power Modules, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9P220D0000A00R2	$70,134.01	93PM Pricebook, 04/2022
ANCILLARY	93PM-400/150 kW, 3 Power Modules, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9P115D0000A00R2	$63,871.03	93PM Pricebook, 04/2022
ANCILLARY	93PM-400/100 kW, 2 Power Modules, 480 (input/output), 3 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9P010D0000A00R2	$58,228.72	93PM Pricebook, 04/2022
ANCILLARY	93PM-50/50 kW, 1 Power Module, 480 (input/output), 4 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PA05C0000A00R2	$32,838.29	93PM Pricebook, 04/2022
ANCILLARY	93PM-50/40 kW, 1 Power Module, 480 (input/output), 4 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PA04C0000A00R2	$31,822.67	93PM Pricebook, 04/2022
ANCILLARY	93PM-50/30 kW, 1 Power Module, 480 (input/output), 4 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PA03C0000A00R2	$30,468.51	93PM Pricebook, 04/2022
ANCILLARY	93PM-50/20 kW, 1 Power Module, 480 (input/output), 4 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PA02C0000A00R2	$28,945.09	93PM Pricebook, 04/2022
ANCILLARY	93PM-50/50 kW, 1 Power Module, 480 (input/output), 4 Wires, Single feed, 5.1 minute runtime with internal batteries	Eaton 93PM - 480V	Contact for current lead times	USA	9PA05C2000A00R2	$35,603.02	93PM Pricebook, 04/2022
ANCILLARY	93PM-50/40 kW, 1 Power Module, 480 (input/output), 4 Wires, Single feed, 7.1 minute runtime with internal batteries	Eaton 93PM - 480V	Contact for current lead times	USA	9PA04C2000A00R2	$34,587.41	93PM Pricebook, 04/2022
ANCILLARY	93PM-50/50 kW, 1 Power Module, 480 (input/output), 4 Wires, Single feed, 7.9 minute runtime with internal batteries	Eaton 93PM - 480V	Contact for current lead times	USA	9PA05C4000A00R2	$36,505.79	93PM Pricebook, 04/2022
ANCILLARY	93PM-100/100 kW, 2 Power Module, 480 (input/output), 4 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PG10C0000A00R2	$46,944.08	93PM Pricebook, 04/2022
ANCILLARY	93PM-100/90 kW, 2 Power Module, 480 (input/output), 4 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PG09C0000A00R2	$46,661.96	93PM Pricebook, 04/2022

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Pricing Catalog
ANCILLARY	93PM-100/80 kW, 2 Power Module, 480 (input/output), 4 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PG08C0000A00R2	$43,107.30	93PM Pricebook, 04/2022
ANCILLARY	93PM-100/70 kW, 2 Power Module, 480 (input/output), 4 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PG07C0000A00R2	$41,978.84	93PM Pricebook, 04/2022
ANCILLARY	93PM-100/60 kW, 2 Power Module, 480 (input/output), 4 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PG06C0000A00R2	$40,850.38	93PM Pricebook, 04/2022
ANCILLARY	93PM-150/150 kW, 3 Power Module, 480 (input/output), 4 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PL15C0000A00R2	$55,351.13	93PM Pricebook, 04/2022
ANCILLARY	93PM-150/140 kW, 3 Power Module, 480 (input/output), 4 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PL14C0000A00R2	$55,125.44	93PM Pricebook, 04/2022
ANCILLARY	93PM-150/130 kW, 3 Power Module, 480 (input/output), 4 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PL13C0000A00R2	$54,956.17	93PM Pricebook, 04/2022
ANCILLARY	93PM-150/120 kW, 3 Power Module, 480 (input/output), 4 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PL12C0000A00R2	$54,786.90	93PM Pricebook, 04/2022
ANCILLARY	93PM-150/110 kW, 3 Power Module, 480 (input/output), 4 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PL11C0000A00R2	$54,561.21	93PM Pricebook, 04/2022
ANCILLARY	93PM-200/200 kW, 4 Power Module, 480 (input/output), 4 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PV20C0000A00R2	$65,958.69	93PM Pricebook, 04/2022
ANCILLARY	93PM-200/190 kW, 4 Power Module, 480 (input/output), 4 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PV19C0000A00R2	$64,773.80	93PM Pricebook, 04/2022
ANCILLARY	93PM-200/180 kW, 4 Power Module, 480 (input/output), 4 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PV18C0000A00R2	$64,040.30	93PM Pricebook, 04/2022
ANCILLARY	93PM-200/170 kW, 4 Power Module, 480 (input/output), 4 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PV17C0000A00R2	$63,193.95	93PM Pricebook, 04/2022
ANCILLARY	93PM-200/160 kW, 4 Power Module, 480 (input/output), 4 Wires, Single feed	Eaton 93PM - 480V	Contact for current lead times	USA	9PV16C0000A00R2	$62,234.76	93PM Pricebook, 04/2022
Eaton 93PM - 480V UPS - Maintenance Bypass Panels							
ANCILLARY	Wall mount maintenance bypass, 480Y/277V, 3 breaker, 50kW, 100kAIC, 480 (input/output)	Eaton 93PM 480V Maintenance Bypass Panel	Contact for current lead times	USA	M1G68X0X1XXXXXX	$7,284.80	Bypass Pricebook, 04/2022
ANCILLARY	Floor mount maintenance bypass, 480Y/277V, 3 breaker, 50kW, 100kAIC, 480 (input/output)	Eaton 93PM 480V Maintenance Bypass Panel	Contact for current lead times	USA	M1G68X0X2XXXXXX	$8,963.95	Bypass Pricebook, 04/2022
ANCILLARY	Wall mount maintenance bypass, 480Y/277V, 3 breaker, 100kW, 100kAIC, 480 (input/output)	Eaton 93PM 480V Maintenance Bypass Panel	Contact for current lead times	USA	M1GBD10X1XXXXXX	$12,178.94	Bypass Pricebook, 04/2022
ANCILLARY	Floor mount maintenance bypass, 480Y/277V, 3 breaker, 100kW, 100kAIC, 480 (input/output)	Eaton 93PM 480V Maintenance Bypass Panel	Contact for current lead times	USA	M1GBD10X2XXXXXX	$13,858.10	Bypass Pricebook, 04/2022
ANCILLARY	Wall mount maintenance bypass, 480Y/277V, 3 breaker, 150kW, 100kAIC, 480 (input/output)	Eaton 93PM 480V Maintenance Bypass Panel	Contact for current lead times	USA	M1GEGX0X1XXXXXX	$13,564.70	Bypass Pricebook, 04/2022
ANCILLARY	Floor mount maintenance bypass, 480Y/277V, 3 breaker, 150kW, 100kAIC, 480 (input/output)	Eaton 93PM 480V Maintenance Bypass Panel	Contact for current lead times	USA	M1GEGX0X2XXXXXX	$15,243.85	Bypass Pricebook, 04/2022
ANCILLARY	Wall mount maintenance bypass, 480Y/277V, 3 breaker, 200kW, 100kAIC, 480 (input/output)	Eaton 93PM 480V Maintenance Bypass Panel	Contact for current lead times	USA	M1GGIX0X1XXXXXX	$16,335.64	Bypass Pricebook, 04/2022
ANCILLARY	Floor mount maintenance bypass, 480Y/277V, 3 breaker, 200kW, 100kAIC, 480 (input/output)	Eaton 93PM 480V Maintenance Bypass Panel	Contact for current lead times	USA	M1GGIX0X2XXXXXX	$18,014.79	Bypass Pricebook, 04/2022
ANCILLARY	Wall mount maintenance bypass, 480Y/277V, 3 breaker, 400kW, 100kAIC, 480 (input/output)	Eaton 93PM 480V Maintenance Bypass Panel	Contact for current lead times	USA	M1GLNX0X1XXXXXX	$26,070.89	Bypass Pricebook, 04/2022
ANCILLARY	Floor mount maintenance bypass, 480Y/277V, 3 breaker, 400kW, 100kAIC, 480 (input/output)	Eaton 93PM 480V Maintenance Bypass Panel	Contact for current lead times	USA	M1GLNX0X2XXXXXX	$27,750.61	Bypass Pricebook, 04/2022
ANCILLARY	MBP Option: KK w/ SKRU & Indicator Lamp Change MBP CTO digit 10 to 1	Eaton 93PM 480V Maintenance Bypass Panel	Contact for current lead times	USA	Refer to Eaton	$3,879.09	Bypass Pricebook, 04/2022
ANCILLARY	MBP Option: 2A/2B (All) + 120V Shunt Trip (All) Change MBP CTO digit 11 to 3	Eaton 93PM 480V Maintenance Bypass Panel	Contact for current lead times	USA	Refer to Eaton	$1,323.12	Bypass Pricebook, 04/2022
Eaton 93PM - 480V UPS - Factory Modifications							
ANCILLARY	Communication Cards Adder: PXGMS UPS Mini Slot, Industrial Relay Card, and EMP (CTO digit 10 = 9)	Eaton 93PM 480V Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$808.54	93PM Pricebook, 04/2022
ANCILLARY	Empty Sidecar Adder, (CTO digit 11 = B for Left Mount; C for Right Mount) - 50/100/150 kW Frame, 3 or 4-Wire UPS 8" Wide (Not available for 200 kW Frame)	Eaton 93PM 480V Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$2,059.45	93PM Pricebook, 04/2022
ANCILLARY	3 Breaker Maintenance Bypass Switch Sidecar Adder (CTO digit 11 = E for Left Mount; H for Right Mount) - 50 & 100 kW Frames, 65kAIC (CTO digit 12 = 4), 3 Wire UPS (CTO digit 6 = D) 8" Wide	Eaton 93PM 480V Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$3,977.83	93PM Pricebook, 04/2022
ANCILLARY	3 Breaker Maintenance Bypass Switch Sidecar Adder (CTO digit 11 = E for Left Mount; H for Right Mount) - 50 & 100 kW Frames, 65kAIC (CTO digit 12 = 4), 4 Wire UPS (CTO digit 6 = C) 8" Wide	Eaton 93PM 480V Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$4,429.22	93PM Pricebook, 04/2022
ANCILLARY	3 Breaker Maintenance Bypass Switch Sidecar Adder (CTO digit 11 = E for Left Mount; H for Right Mount) - 150 & 200 kW Frames, 65kAIC (CTO digit 12 = 4), 3 Wire UPS (CTO digit 6 = D) 14.7" Wide	Eaton 93PM 480V Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$6,516.88	93PM Pricebook, 04/2022
ANCILLARY	3 Breaker Maintenance Bypass Switch Sidecar Adder (CTO digit 11 = E for Left Mount; H for Right Mount) - 150 & 200 kW Frames, 65kAIC (CTO digit 12 = 4), 4 Wire UPS (CTO digit 6 = C) 14.7" Wide	Eaton 93PM 480V Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$6,657.93	93PM Pricebook, 04/2022
ANCILLARY	Seismic floor mount kit, 93PM 50/100/150 kW Frame UPS	Eaton 93PM 480V Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$569.87	93PM Pricebook, 04/2022
ANCILLARY	Seismic floor mount kit, 93PM 200 kW Frame UPS	Eaton 93PM 480V Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$569.87	93PM Pricebook, 04/2022
ANCILLARY	Seismic floor mount kit, 93PM 400 kW Frame UPS	Eaton 93PM 480V Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$1,139.75	93PM Pricebook, 04/2022
ANCILLARY	Seismic floor mount fit, 8" wide sidecar	Eaton 93PM 480V Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$406.25	93PM Pricebook, 04/2022
ANCILLARY	Seismic floor mount fit, 14.7" wide sidecar	Eaton 93PM 480V Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$406.25	93PM Pricebook, 04/2022
ANCILLARY	93PM-50 kW Frame size, 3 Wire, High "A"-Level Spare Parts Kit	Eaton 93PM - 480V Spare Parts Kits	Contact for current lead times	USA	Refer to Eaton	$20,752.89	93PM Pricebook, 04/2022
ANCILLARY	93PM-100 kW Frame size, 3 Wire, High "A"-Level Spare Parts Kit	Eaton 93PM - 480V Spare Parts Kits	Contact for current lead times	USA	Refer to Eaton	$21,409.32	93PM Pricebook, 04/2022
ANCILLARY	93PM-150 kW Frame size, 3 Wire, High "A"-Level Spare Parts Kit	Eaton 93PM - 480V Spare Parts Kits	Contact for current lead times	USA	Refer to Eaton	$22,390.84	93PM Pricebook, 04/2022
ANCILLARY	93PM-200 kW Frame size, 3 Wire, High "A"-Level Spare Parts Kit	Eaton 93PM - 480V Spare Parts Kits	Contact for current lead times	USA	Refer to Eaton	$22,390.84	93PM Pricebook, 04/2022
ANCILLARY	93PM-400 kW Frame size, 3 Wire, High "A"-Level Spare Parts Kit	Eaton 93PM - 480V Spare Parts Kits	Contact for current lead times	USA	Refer to Eaton	$22,334.96	93PM Pricebook, 04/2022
ANCILLARY	93PM-50 kW Frame size, 4 Wire, High "A"-Level Spare Parts Kit	Eaton 93PM - 480V Spare Parts Kits	Contact for current lead times	USA	Refer to Eaton	$21,200.79	93PM Pricebook, 04/2022

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Pricing Catalog
ANCILLARY	93PM-100 kW Frame size, 4 Wire, High "A"-Level Spare Parts Kit	Eaton 93PM - 480V Spare Parts Kits	Contact for current lead times	USA	Refer to Eaton	$21,913.09	93PM Pricebook, 04/2022
ANCILLARY	93PM-150 kW Frame size, 4 Wire, High "A"-Level Spare Parts Kit	Eaton 93PM - 480V Spare Parts Kits	Contact for current lead times	USA	Refer to Eaton	$22,838.73	93PM Pricebook, 04/2022
ANCILLARY	93PM-200 kW Frame size, 4 Wire, High "A"-Level Spare Parts Kit	Eaton 93PM - 480V Spare Parts Kits	Contact for current lead times	USA	Refer to Eaton	$22,838.73	93PM Pricebook, 04/2022
Eaton 93PM 480V Battery Cabinet							
ANCILLARY	93PM 480V Battery Cabinet, 480V DC Link, 50, kW frame, 15 minute runtime, 1 Cabinet system	Eaton 93PM 480V Battery Cabinet	Contact for current lead times	USA	9PZWBBE20010000	$14,952.14	93PM Pricebook, 04/2022
ANCILLARY	93PM 480V Battery Cabinet, 480V DC Link, 50, kW frame, 23 minute runtime, 1 Cabinet system	Eaton 93PM 480V Battery Cabinet	Contact for current lead times	USA	9PZTBBE28010000	$21,722.92	93PM Pricebook, 04/2022
ANCILLARY	93PM 480V Battery Cabinet, 480V DC Link, 50, kW frame, 37 minute runtime, 1 Cabinet system	Eaton 93PM 480V Battery Cabinet	Contact for current lead times	USA	9PZTBBE39010000	$25,954.66	93PM Pricebook, 04/2022
ANCILLARY	93PM 480V Battery Cabinet, 480V DC Link, 50, kW frame, 54 minute runtime, 1 Cabinet system	Eaton 93PM 480V Battery Cabinet	Contact for current lead times	USA	9PZVCBE54010000	$29,509.32	93PM Pricebook, 04/2022
ANCILLARY	UPS System - 93PM 480V, 480V DC Link, 50, kW frame, 5.1 minute runtime, Internal battery system	Eaton 93PM 480V UPS	Contact for current lead times	USA	9PA05C2000A00R2	$35,603.02	93PM Pricebook, 04/2022
ANCILLARY	UPS System - 93PM 480V, 480V DC Link, 50, kW frame, 7.9 minute runtime, Internal battery system	Eaton 93PM 480V UPS	Contact for current lead times	USA	9PA05C4000A00R2	$36,505.79	93PM Pricebook, 04/2022
ANCILLARY	93PM 480V Battery Cabinet, 480V DC Link, 100, kW frame, 15 minute runtime, 2 Cabinet system	Eaton 93PM 480V Battery Cabinet	Contact for current lead times	USA	9PZWBBE20020000	$29,904.28	93PM Pricebook, 04/2022
ANCILLARY	93PM 480V Battery Cabinet, 480V DC Link, 100, kW frame, 8.8 minute runtime, 1 Cabinet system	Eaton 93PM 480V Battery Cabinet	Contact for current lead times	USA	9PZTBBE28010000	$21,722.92	93PM Pricebook, 04/2022
ANCILLARY	93PM 480V Battery Cabinet, 480V DC Link, 100, kW frame, 13.6 minute runtime, 1 Cabinet system	Eaton 93PM 480V Battery Cabinet	Contact for current lead times	USA	9PZTBBE39010000	$25,954.66	93PM Pricebook, 04/2022
ANCILLARY	93PM 480V Battery Cabinet, 480V DC Link, 100, kW frame, 23 minute runtime, 1 Cabinet system	Eaton 93PM 480V Battery Cabinet	Contact for current lead times	USA	9PZVCBE54010000	$29,509.32	93PM Pricebook, 04/2022
ANCILLARY	93PM 480V Battery Cabinet, 480V DC Link, 150, kW frame, 15 minute runtime, 3 Cabinet system	Eaton 93PM 480V Battery Cabinet	Contact for current lead times	USA	9PZWDBE20030000	$44,856.42	93PM Pricebook, 04/2022
ANCILLARY	93PM 480V Battery Cabinet, 480V DC Link, 150, kW frame, 13.6 minute runtime, 2 Cabinet system	Eaton 93PM 480V Battery Cabinet	Contact for current lead times	USA	9PZTDBE28020000	$43,220.15	93PM Pricebook, 04/2022
ANCILLARY	93PM 480V Battery Cabinet, 480V DC Link, 150, kW frame, 23 minute runtime, 2 Cabinet system	Eaton 93PM 480V Battery Cabinet	Contact for current lead times	USA	9PZTDBE39020000	$51,852.90	93PM Pricebook, 04/2022
ANCILLARY	93PM 480V Battery Cabinet, 480V DC Link, 150, kW frame, 11.3 minute runtime, 1 Cabinet system	Eaton 93PM 480V Battery Cabinet	Contact for current lead times	USA	9PZVCBE54010000	$29,509.32	93PM Pricebook, 04/2022
ANCILLARY	93PM 480V Battery Cabinet, 480V DC Link, 200, kW frame, 9.6 minute runtime, 3 Cabinet system	Eaton 93PM 480V Battery Cabinet	Contact for current lead times	USA	9PZWDBE20030000	$44,856.42	93PM Pricebook, 04/2022
ANCILLARY	93PM 480V Battery Cabinet, 480V DC Link, 200, kW frame, 8.7 minute runtime, 2 Cabinet system	Eaton 93PM 480V Battery Cabinet	Contact for current lead times	USA	9PZTDBE28020000	$43,220.15	93PM Pricebook, 04/2022
ANCILLARY	93PM 480V Battery Cabinet, 480V DC Link, 200, kW frame, 13.5 minute runtime, 2 Cabinet system	Eaton 93PM 480V Battery Cabinet	Contact for current lead times	USA	9PZTDBE39020000	$51,852.90	93PM Pricebook, 04/2022
ANCILLARY	93PM 480V Battery Cabinet, 480V DC Link, 200, kW frame, 23 minute runtime, 2 Cabinet system	Eaton 93PM 480V Battery Cabinet	Contact for current lead times	USA	9PZVDBE54020000	$58,905.79	93PM Pricebook, 04/2022
ANCILLARY	93PM 480V Battery Cabinet, 480V DC Link, 400, kW frame, 8.8 minute runtime, 4 Cabinet system	Eaton 93PM 480V Battery Cabinet	Contact for current lead times	USA	9PZTDBE28040000	$86,440.30	93PM Pricebook, 04/2022
ANCILLARY	93PM 480V Battery Cabinet, 480V DC Link, 400, kW frame, 13.7 minute runtime, 4 Cabinet system	Eaton 93PM 480V Battery Cabinet	Contact for current lead times	USA	9PZTDBE39040000	$103,875.06	93PM Pricebook, 04/2022
ANCILLARY	93PM 480V Battery Cabinet, 480V DC Link, 400, kW frame, 14.4 minute runtime, 3 Cabinet system	Eaton 93PM 480V Battery Cabinet	Contact for current lead times	USA	9PZVDBE54030000	$88,415.11	93PM Pricebook, 04/2022
Eaton 93PM - 480V Battery Cabinet - Modifications							
ANCILLARY	OSHPD Adder (Change digit 14 to 1, Pricing adder per battery cabinet, Not available on cabinets that contain E20 batteries)	OSHPD Adder, 93PM 480V Battery Cabinet	Contact for current lead times	USA	Refer to Eaton	$1,198.99	93PM Pricebook, 04/2022
Eaton 93PM - 208V UPS							
ANCILLARY	93PM 208V, 60/60 kW Frame/Rating, 3 Power Module(s), 208V (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GC312A000A00R0	$35,264.48	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 60/55 kW Frame/Rating, 3 Power Module(s), 208V (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GC311A000A00R0	$34,643.83	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 60/50 kW Frame/Rating, 3 Power Module(s), 208V (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GC310A000A00R0	$33,853.90	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 60/45 kW Frame/Rating, 3 Power Module(s), 208V (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GC309A000A00R0	$32,669.02	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 60/40 kW Frame/Rating, 2 Power Module(s), 208V (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GC208A000A00R0	$30,863.48	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 60/35 kW Frame/Rating, 2 Power Module(s), 208V (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GC207A000A00R0	$30,355.67	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 60/30 kW Frame/Rating, 2 Power Module(s), 208V (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GC206A000A00R0	$29,452.90	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 60/25 kW Frame/Rating, 2 Power Module(s), 208V (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GC205A000A00R0	$28,493.70	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 60/20 kW Frame/Rating, 1 Power Module(s), 208V (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GC104A000A00R0	$26,631.74	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 60/15 kW Frame/Rating, 1 Power Module(s), 208V (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GC103A000A00R0	$26,067.51	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 60/10 kW Frame/Rating, 1 Power Module(s), 208V (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GC102A000A00R0	$25,221.16	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 120/120 kW, 6 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GF624A000A00R0	$51,965.74	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 120/115 kW, 6 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GF623A000A00R0	$51,401.51	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 120/110 kW, 6 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GF622A000A00R0	$50,442.32	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 120/105 kW, 6 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GF621A000A00R0	$49,257.43	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 120/100 kW, 5 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GF520A000A00R0	$47,395.47	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 120/95 kW, 5 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GF519A000A00R0	$46,718.39	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 120/90 kW, 5 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GF518A000A00R0	$45,815.62	93PM Pricebook, 04/2022

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Pricing Catalog
ANCILLARY	93PM 208V, 120/85 kW, 5 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GF517A000A00R0	$44,687.15	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 120/80 kW, 4 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GF416A000A00R0	$42,994.46	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 120/75 kW, 4 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GF415A000A00R0	$42,260.96	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 120/70 kW, 4 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GF414A000A00R0	$41,414.61	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 120/65 kW, 4 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GF413A000A00R0	$40,229.72	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 160/160 kW, 8 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GH832A000A00R0	$64,660.96	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 160/155 kW, 8 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GH831A000A00R0	$63,871.03	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 160/150 kW, 8 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GH830A000A00R0	$62,968.26	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 160/145 kW, 8 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GH829A000A00R0	$61,726.95	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 160/140 kW, 7 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GH728A000A00R0	$59,864.99	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 160/135 kW, 7 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GH727A000A00R0	$59,187.91	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 160/130 kW, 7 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GH726A000A00R0	$58,228.72	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 160/125 kW, 7 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GH725A000A00R0	$57,043.83	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 200/200 kW, 10 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GK040A000A00R0	$75,099.24	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 200/195 kW, 10 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GK039A000A00R0	$74,422.17	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 200/190 kW, 10 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GK038A000A00R0	$73,406.55	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 200/185 kW, 10 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GK037A000A00R0	$72,221.66	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 200/180 kW, 9 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GK936A000A00R0	$70,190.43	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 200/175 kW, 9 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GK935A000A00R0	$69,513.35	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 200/170 kW, 9 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GK934A000A00R0	$68,497.73	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V, 200/165 kW, 9 Power Module(s), 208 (input/output), single feed	Eaton 93PM 208V UPS	Contact for current lead times	USA	9GK933A000A00R0	$67,425.69	93PM Pricebook, 04/2022
*NOTE: Backfeed protection for 93PM-L is through the bypass input breaker, where Eaton requires the BIB breaker to have an auxiliary contact and 48VDC shunt tripped installed. The standard offering including SIAC-B, IAC-B, and wall or floor mounted Satellite panelboards included the required breaker accessories to support this requirement. See the UPS O&M installation manual for additional information around this requirement.							
Eaton 93PM 208V Maintenance Bypass Panels							
ANCILLARY	Wall mount Maintenance Bypass, 208Y/120V, 3 Breaker, 60 kW, 208V (input/output), 65 kAIC	Eaton 93PM 208V UPS Maintenance Bypass Panel	Contact for current lead times	USA	M1BEGX0X1X4XXXX	$8,316.78	Bypass Pricebook, 04/2022
ANCILLARY	Floor mount Maintenance Bypass, 208Y/120V, 3 Breaker, 60 kW, 208V (input/output), 65 kAIC	Eaton 93PM 208V UPS Maintenance Bypass Panel	Contact for current lead times	USA	M1BEGX0X2X4XXXX	$9,995.93	Bypass Pricebook, 04/2022
ANCILLARY	Wall mount Maintenance Bypass, 208Y/120V, 3 Breaker, 120 kW, 208V (input/output), 65 kAIC	Eaton 93PM 208V UPS Maintenance Bypass Panel	Contact for current lead times	USA	M1BJLX0X1X4XXXX	$14,273.37	Bypass Pricebook, 04/2022
ANCILLARY	Floor mount Maintenance Bypass, 208Y/120V, 3 Breaker, 120 kW, 208V (input/output), 65 kAIC	Eaton 93PM 208V UPS Maintenance Bypass Panel	Contact for current lead times	USA	M1BJLX0X2X4XXXX	$15,952.52	Bypass Pricebook, 04/2022
ANCILLARY	Wall mount Maintenance Bypass, 208Y/120V, 3 Breaker, 160 kW, 208V (input/output), 65 kAIC	Eaton 93PM 208V UPS Maintenance Bypass Panel	Contact for current lead times	USA	M1BLNX0X1X4XXXX	$15,742.63	Bypass Pricebook, 04/2022
ANCILLARY	Floor mount Maintenance Bypass, 208Y/120V, 3 Breaker, 160 kW, 208V (input/output), 65 kAIC	Eaton 93PM 208V UPS Maintenance Bypass Panel	Contact for current lead times	USA	M1BLNX0X2X4XXXX	$17,422.35	Bypass Pricebook, 04/2022
ANCILLARY	Wall mount Maintenance Bypass, 208Y/120V, 3 Breaker, 200 kW, 208V (input/output), 65 kAIC	Eaton 93PM 208V UPS Maintenance Bypass Panel	Contact for current lead times	USA	M1BMPX0X1X4XXXX	$21,620.80	Bypass Pricebook, 04/2022
ANCILLARY	Floor mount Maintenance Bypass, 208Y/120V, 3 Breaker, 200 kW, 208V (input/output), 65 kAIC	Eaton 93PM 208V UPS Maintenance Bypass Panel	Contact for current lead times	USA	M1BMPX0X2X4XXXX	$23,299.95	Bypass Pricebook, 04/2022
ANCILLARY	Maintenance Bypass Option: KK w/ "OK to Bypass" Lamp (No SKRU) (Change CTO digit 10 to 4)	Eaton 93PM 208V UPS Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$1,851.24	Bypass Pricebook, 04/2022
ANCILLARY	Maintenance Bypass Option: 2A/2B (All) + 48VDC Shunt Trip (BIB) (Change CTO digit 11 to 5)	Eaton 93PM 208V UPS Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$793.87	Bypass Pricebook, 04/2022
Eaton 93PM 208V Factory Modifications							
ANCILLARY	Communication Cards Adder: PXG Minislot Card, Industrial Relay Card, and EMP (CTO digit 10 = 9)	Eaton 93PM 208V UPS Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$808.54	93PM Pricebook, 04/2022
ANCILLARY	Energy Saver System (ESS, Change CTO Digit 9 to 2)	Eaton 93PM 208V UPS Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$1,523.43	93PM Pricebook, 04/2022
ANCILLARY	Empty Sidecar Adder, (CTO Digit 11 = B for Left Mount, C for Right Mount) - 60 kW Frame, 8" Wide	Eaton 93PM 208V UPS Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$2,285.14	93PM Pricebook, 04/2022
ANCILLARY	Empty Sidecar Adder, (CTO Digit 11 = B for Left Mount, C for Right Mount) -120 kW Frame, 12.5" Wide	Eaton 93PM 208V UPS Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$2,934.01	93PM Pricebook, 04/2022
ANCILLARY	3 Breaker Maintenance Bypass Switch Sidecar Adder (CTO digit 11 = E for Left Mount; H for Right Mount) - 60 kW Frame, 65kAIC (CTO digit 12 = 2), 12.5" Wide	Eaton 93PM 208V UPS Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$5,078.09	93PM Pricebook, 04/2022
ANCILLARY	3 Breaker Maintenance Bypass Switch Sidecar Adder (CTO digit 11 = E for Left Mount; H for Right Mount) -120 kW Frame, 65kAIC (CTO digit 12 = 2), 12.5" Wide	Eaton 93PM 208V UPS Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$7,532.49	93PM Pricebook, 04/2022
ANCILLARY	Seismic floor Mounting brackets for 93PM 208V 60 & 120 kW Frame Sizes	Eaton 93PM 208V UPS Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$569.87	93PM Pricebook, 04/2022
ANCILLARY	Seismic floor Mounting brackets for 93PM 208V 160 kW Frame	Eaton 93PM 208V UPS Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$569.87	93PM Pricebook, 04/2022
ANCILLARY	Seismic floor Mounting brackets for 93PM 208V 200 kW Frame	Eaton 93PM 208V UPS Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$569.87	93PM Pricebook, 04/2022
ANCILLARY	Seismic floor Mounting brackets for 8" Wide Top-Entry Sidecar (60 kW Only)	Eaton 93PM 208V UPS Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$406.25	93PM Pricebook, 04/2022
ANCILLARY	Seismic Floor Mounting Brackets for 12.45" Wide Sidecar (All 120 kW Sidecars & 60 kW Bypass Sidecars)	Eaton 93PM 208V UPS Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$406.25	93PM Pricebook, 04/2022

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Pricing Catalog
ANCILLARY	Adder for IAC-B with kirk key and SKRU (Change CTO Digit 7 to 1)	Eaton 93PM 208V UPS Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$2,553.15	93PM Pricebook, 04/2022
ANCILLARY	93 PM IAC-B, 160kW, 3 breaker 65 kAIC with MBP/MIS/BIB	Eaton 93PM 208V UPS Factory Modifications	Contact for current lead times	USA	9PZRCB200010000	$19,127.46	93PM Pricebook, 04/2022
ANCILLARY	93 PM IAC-B, 200kW, 3 breaker 65 kAIC with MBP/MIS/BIB	Eaton 93PM 208V UPS Factory Modifications	Contact for current lead times	USA	9PZRDB200010000	$19,127.46	93PM Pricebook, 04/2022
ANCILLARY	93PM-208V 60 kW Frame size, High "A"-Level Spare Parts Kit	Eaton 93PM - 208V Spare Parts Kits	Contact for current lead times	USA	Refer to Eaton	$20,141.35	93PM Pricebook, 04/2022
ANCILLARY	93PM-208V 120 kW Frame size, High "A"-Level Spare Parts Kit	Eaton 93PM - 208V Spare Parts Kits	Contact for current lead times	USA	Refer to Eaton	$18,751.55	93PM Pricebook, 04/2022
ANCILLARY	93PM-208V 160 & 200 kW Frame size, High "A"-Level Spare Parts Kit	Eaton 93PM - 208V Spare Parts Kits	Contact for current lead times	USA	Refer to Eaton	$29,668.64	93PM Pricebook, 04/2022
Eaton 93PM 208V Battery Cabinet							
ANCILLARY	93PM 208V Battery Cabinet, 480V DC Link, 200, kW frame, 10.1 minute runtime, 3 Cabinet system	Eaton 93PM 208V Battery Cabinet	Contact for current lead times	USA	9PZWHBE20030000	$44,856.42	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V Battery Cabinet, 480V DC Link, 200, kW frame, 15 minute runtime, 4 Cabinet system	Eaton 93PM 208V Battery Cabinet	Contact for current lead times	USA	9PZWJBE20040000	$59,864.99	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V Battery Cabinet, 480V DC Link, 200, kW frame, 8.8 minute runtime, 2 Cabinet system	Eaton 93PM 208V Battery Cabinet	Contact for current lead times	USA	9PZTJBE28020000	$43,220.15	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V Battery Cabinet, 480V DC Link, 200, kW frame, 13.7 minute runtime, 2 Cabinet system	Eaton 93PM 208V Battery Cabinet	Contact for current lead times	USA	9PZTJBE39020000	$51,852.90	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V Battery Cabinet, 480V DC Link, 200, kW frame, 23 minute runtime, 2 Cabinet system	Eaton 93PM 208V Battery Cabinet	Contact for current lead times	USA	9PZVJBE54020000	$58,905.79	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V Battery Cabinet, 480V DC Link, 160, kW frame, 14 minute runtime, 3 Cabinet system	Eaton 93PM 208V Battery Cabinet	Contact for current lead times	USA	9PZWHBE20030000	$44,856.42	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V Battery Cabinet, 480V DC Link, 160, kW frame, 20 minute runtime, 4 Cabinet system	Eaton 93PM 208V Battery Cabinet	Contact for current lead times	USA	9PZWJBE20040000	$59,864.99	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V Battery Cabinet, 480V DC Link, 160, kW frame, 12.2 minute runtime, 2 Cabinet system	Eaton 93PM 208V Battery Cabinet	Contact for current lead times	USA	9PZTJBE28020000	$43,220.15	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V Battery Cabinet, 480V DC Link, 160, kW frame, 21 minute runtime, 2 Cabinet system	Eaton 93PM 208V Battery Cabinet	Contact for current lead times	USA	9PZTJBE39020000	$51,852.90	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V Battery Cabinet, 480V DC Link, 160, kW frame, 30 minute runtime, 2 Cabinet system	Eaton 93PM 208V Battery Cabinet	Contact for current lead times	USA	9PZVJBE54020000	$58,905.79	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V Battery Cabinet, 480V DC Link, 120, kW frame, 12 minute runtime, 2 Cabinet system	Eaton 93PM 208V Battery Cabinet	Contact for current lead times	USA	9PZWGBE20020000	$29,904.28	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V Battery Cabinet, 480V DC Link, 120, kW frame, 19 minute runtime, 2 Cabinet system	Eaton 93PM 208V Battery Cabinet	Contact for current lead times	USA	9PZTJBE28020000	$43,220.15	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V Battery Cabinet, 480V DC Link, 120, kW frame, 30 minute runtime, 2 Cabinet system	Eaton 93PM 208V Battery Cabinet	Contact for current lead times	USA	9PZTJBE39020000	$51,852.90	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V Battery Cabinet, 480V DC Link, 120, kW frame, 17 minute runtime, 1 Cabinet system	Eaton 93PM 208V Battery Cabinet	Contact for current lead times	USA	9PZVHBE54010000	$29,509.32	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V Battery Cabinet, 480V DC Link, 60, kW frame, 11.6 minute runtime, 1 Cabinet system	Eaton 93PM 208V Battery Cabinet	Contact for current lead times	USA	9PZWGBE20010000	$14,952.14	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V Battery Cabinet, 480V DC Link, 60, kW frame, 28 minute runtime, 2 Cabinet system	Eaton 93PM 208V Battery Cabinet	Contact for current lead times	USA	9PZWGBE20020000	$29,904.28	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V Battery Cabinet, 480V DC Link, 60, kW frame, 17 minute runtime, 1 Cabinet system	Eaton 93PM 208V Battery Cabinet	Contact for current lead times	USA	9PZTGBE28010000	$21,722.92	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V Battery Cabinet, 480V DC Link, 60, kW frame, 30 minute runtime, 1 Cabinet system	Eaton 93PM 208V Battery Cabinet	Contact for current lead times	USA	9PZTGBE39010000	$25,954.66	93PM Pricebook, 04/2022
ANCILLARY	93PM 208V Battery Cabinet, 480V DC Link, 60, kW frame, 42 minute runtime, 1 Cabinet system	Eaton 93PM 208V Battery Cabinet	Contact for current lead times	USA	9PZVHBE54010000	$29,509.32	93PM Pricebook, 04/2022
Eaton 93PM - 208V Battery Cabinet - Modifications							
ANCILLARY	OSHPD Adder (Change digit 14 to 1, Pricing adder per battery cabinet, Not available on cabinets that contain E20 batteries)	OSHPD Adder, 93PM 208V Battery Cabinet	Contact for current lead times	USA	Refer to Eaton	$1,198.99	93PM Pricebook, 04/2022
Eaton 9395 UPS							
ANCILLARY	9395- 275/275 kVA (1 UPM), 480 (input/output), 60 Hz, 4W + Ground, with common battery common rectifier feeds, ESS and VMMS	Eaton 9395 UPS	Contact for current lead times	USA	CA27106060000R6	$64,965.64	9395 Pricebook, 04/2022
ANCILLARY	9395- 275/270 kVA (1 UPM), 480 (input/output), 60 Hz, 4W + Ground, with common battery common rectifier feeds, ESS and VMMS	Eaton 9395 UPS	Contact for current lead times	USA	CA25106060000R6	$61,523.83	9395 Pricebook, 04/2022
ANCILLARY	9395- 275/225 kVA (1 UPM), 480 (input/output), 60 Hz, 4W + Ground, with common battery common rectifier feeds, ESS and VMMS	Eaton 9395 UPS	Contact for current lead times	USA	CA22106060000R6	$58,194.86	9395 Pricebook, 04/2022
ANCILLARY	9395- 550/550 kVA (2 UPM), 480 (input/output), 60 Hz, 4W + Ground, with common battery common rectifier feeds, ESS and VMMS	Eaton 9395 UPS	Contact for current lead times	USA	CC55106060000R6	$108,135.01	9395 Pricebook, 04/2022
ANCILLARY	9395- 550/500 kVA (2 UPM), 480 (input/output), 60 Hz, 4W + Ground, with common battery common rectifier feeds, ESS and VMMS	Eaton 9395 UPS	Contact for current lead times	USA	CC50106060000R6	$102,549.12	9395 Pricebook, 04/2022
ANCILLARY	9395- 500/450 kVA (2 UPM), 480 (input/output), 60 Hz, 4W + Ground, with common battery common rectifier feeds, ESS and VMMS	Eaton 9395 UPS	Contact for current lead times	USA	CC45106060000R6	$97,132.49	9395 Pricebook, 04/2022
ANCILLARY	9395- 825/825 kVA (3 UPM), 480 (input/output), 60 Hz, 4W + Ground, with common battery common rectifier feeds, ESS and VMMS	Eaton 9395 UPS	Contact for current lead times	USA	CE82106060000R6	$205,211.08	9395 Pricebook, 04/2022
ANCILLARY	9395- 825/750 kVA (3 UPM), 480 (input/output), 60 Hz, 4W + Ground, with common battery common rectifier feeds, ESS and VMMS	Eaton 9395 UPS	Contact for current lead times	USA	CE75106060000R6	$194,772.80	9395 Pricebook, 04/2022
ANCILLARY	9395- 825/650 kVA (3 UPM), 480 (input/output), 60 Hz, 4W + Ground, with common battery common rectifier feeds, ESS and VMMS	Eaton 9395 UPS	Contact for current lead times	USA	CE65106060000R6	$184,842.32	9395 Pricebook, 04/2022
Eaton 9395 UPS Maintenance Bypass Panels							
ANCILLARY	Wall Mounted 9395 maintenance Bypass Panel, 225 kVA, 400 MBP Rating, 400, BIB Rating, 65 kAIC	Eaton 9395 Maintenance Bypass Panel	Contact for current lead times	USA	M1FIIX0X111XXXX	$15,207.17	Bypass Pricebook, 04/2022
ANCILLARY	Wall Mounted 9395 maintenance Bypass Panel, 275 kVA, 500 MBP Rating, 500, BIB Rating, 65 kAIC	Eaton 9395 Maintenance Bypass Panel	Contact for current lead times	USA	M1FKK10X111XXXX	$18,645.04	Bypass Pricebook, 04/2022
ANCILLARY	Wall Mounted 9395 maintenance Bypass Panel, 450 kVA, 500 kVA, 800 MBP Rating, 800, BIB Rating, 65 kAIC	Eaton 9395 Maintenance Bypass Panel	Contact for current lead times	USA	M1FNNX0X111XXXX	$22,423.70	Bypass Pricebook, 04/2022
ANCILLARY	Wall Mounted 9395 maintenance Bypass Panel, 550 kVA, 1000 MBP Rating, 1000, BIB Rating, 65 kAIC	Eaton 9395 Maintenance Bypass Panel	Contact for current lead times	USA	M1FPPX0X111XXXX	$35,649.29	Bypass Pricebook, 04/2022
ANCILLARY	Wall Mounted 9395 maintenance Bypass Panel, 650 kVA, 1000 MBP Rating, 1000, BIB Rating, 65 kAIC	Eaton 9395 Maintenance Bypass Panel	Contact for current lead times	USA	M1FPPX0X111XXXX	$35,649.29	Bypass Pricebook, 04/2022
ANCILLARY	Wall Mounted 9395 maintenance Bypass Panel, 750 kVA, 1200 MBP Rating, 1200, BIB Rating, 65 kAIC	Eaton 9395 Maintenance Bypass Panel	Contact for current lead times	USA	M1FQQX0X111XXXX	$35,649.29	Bypass Pricebook, 04/2022
ANCILLARY	Floor Mounted 9395 maintenance Bypass Panel, 225 kVA, 400 MBP Rating, 400, BIB Rating, 65 kAIC	Eaton 9395 Maintenance Bypass Panel	Contact for current lead times	USA	M1FIIX0X211XXXX	$16,886.89	Bypass Pricebook, 04/2022
ANCILLARY	Floor Mounted 9395 maintenance Bypass Panel, 275 kVA, 500 MBP Rating, 500, BIB Rating, 65 kAIC	Eaton 9395 Maintenance Bypass Panel	Contact for current lead times	USA	M1FKK10X211XXXX	$20,324.19	Bypass Pricebook, 04/2022

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Pricing Catalog
ANCILLARY	Floor Mounted 9395 maintenance Bypass Panel, 450 kVA, 500 kVA, 800 MBP Rating, 800, BIB Rating, 65 kAIC	Eaton 9395 Maintenance Bypass Panel	Contact for current lead times	USA	M1FNNX0X211XXXX	$24,102.85	Bypass Pricebook, 04/2022
ANCILLARY	Floor Mounted 9395 maintenance Bypass Panel, 550 kVA, 1000 MBP Rating, 1000, BIB Rating, 65 kAIC	Eaton 9395 Maintenance Bypass Panel	Contact for current lead times	USA	M1FPPX0X211XXXX	$37,328.44	Bypass Pricebook, 04/2022
ANCILLARY	Floor Mounted 9395 maintenance Bypass Panel, 650 kVA, 1000 MBP Rating, 1000, BIB Rating, 65 kAIC	Eaton 9395 Maintenance Bypass Panel	Contact for current lead times	USA	M1FPPX0X211XXXX	$37,328.44	Bypass Pricebook, 04/2022
ANCILLARY	Floor Mounted 9395 maintenance Bypass Panel, 750 kVA, 1200 MBP Rating, 1200, BIB Rating, 65 kAIC	Eaton 9395 Maintenance Bypass Panel	Contact for current lead times	USA	M1FQQX0X211XXXX	$37,328.44	Bypass Pricebook, 04/2022
ANCILLARY	Floor Mounted 9395 maintenance Bypass Panel, 825 kVA, 1000 kVA, 1600 MBP Rating, 1600, BIB Rating, 65 kAIC	Eaton 9395 Maintenance Bypass Panel	Contact for current lead times	USA	M1FRRX0X211XXXX	$70,418.94	Bypass Pricebook, 04/2022
Eaton 9395 UPS Factory Modifications							
ANCILLARY	7" Color Touchscreen Display (Change CTO digit 12 to 2)	Eaton 9395 Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$4,062.47	9395 Pricebook, 04/2022
ANCILLARY	Single Feed Kit, 1 UPM, 275 kVA Frame Size, (Change CTO digit 11 to 1)	Eaton 9395 Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$440.10	9395 Pricebook, 04/2022
ANCILLARY	Single Feed Kit, 2 UPMs, 550 kVA Frame Size, (Change CTO digit 11 to 1)	Eaton 9395 Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$846.35	9395 Pricebook, 04/2022
ANCILLARY	Single Feed Kit, 3 UPMs, 825 kVA Frame Size, (Change CTO digit 11 to 1)	Eaton 9395 Factory Modifications	Contact for current lead times	USA	Refer to Eaton	$1,072.04	9395 Pricebook, 04/2022
ANCILLARY	2010 California Building Code Seismic Mounting Bracket, 1 UPM, 275 kVA Frame Size	Eaton 9395 Factory Modifications	Contact for current lead times	USA	103008224	$902.77	9395 Pricebook, 04/2022
ANCILLARY	2010 California Building Code Seismic Mounting Bracket, 2 UPMs, 550 kVA Frame Size	Eaton 9395 Factory Modifications	Contact for current lead times	USA	103008225	$1,523.43	9395 Pricebook, 04/2022
ANCILLARY	2010 California Building Code Seismic Mounting Bracket, 3 UPMs, 825 kVA Frame Size	Eaton 9395 Factory Modifications	Contact for current lead times	USA	103006760	$2,313.35	9395 Pricebook, 04/2022
ANCILLARY	9395- 275 Frame, High "A"-Level Spare Parts Kit	Eaton 9395 "A"-Level Spare Parts Kit	Contact for current lead times	USA	Refer to Eaton	$7,483.92	9395 Pricebook, 04/2022
ANCILLARY	9395- 550 Frame, High "A"-Level Spare Parts Kit	Eaton 9395 "A"-Level Spare Parts Kit	Contact for current lead times	USA	Refer to Eaton	$38,796.09	9395 Pricebook, 04/2022
ANCILLARY	9395- 825 Frame, High "A"-Level Spare Parts Kit	Eaton 9395 "A"-Level Spare Parts Kit	Contact for current lead times	USA	Refer to Eaton	$58,174.87	9395 Pricebook, 04/2022
Eaton 9395 UPS Battery Cabinets							
ANCILLARY	Eaton 9395 Battery Cabinet, 225 kVA, meets 5 minute battery runtime, 2 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL2253E28221201	$45,533.50	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 225 kVA, meets 10 minute battery runtime, 2 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL2253E39221201	$52,022.17	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 225 kVA, meets 15 minute battery runtime, 2 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL2253E54221201	$62,629.72	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 250 kVA, meets 5 minute battery runtime, 2 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL2503E28221201	$45,533.50	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 250 kVA, meets 10 minute battery runtime, 2 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL2503E39221201	$52,022.17	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 250 kVA, meets 15 minute battery runtime, 2 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL2503E54221201	$62,629.72	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 275 kVA, meets 5 minute battery runtime, 2 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL2753E28221201	$45,533.50	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 275 kVA, meets 10 minute battery runtime, 2 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL2753E54221201	$62,629.72	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 275 kVA, meets 15 minute battery runtime, 3 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL2753E33321201	$73,124.43	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 450 kVA, meets 5 minute battery runtime, 3 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL4503E39321201	$77,920.40	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 450 kVA, meets 10 minute battery runtime, 3 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL4503E54321201	$93,775.31	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 450 kVA, meets 15 minute battery runtime, 4 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL4503E54421201	$124,808.06	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 500 kVA, meets 5 minute battery runtime, 4 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL5003E28421201	$90,559.19	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 500 kVA, meets 10 minute battery runtime, 4 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL5003E39421201	$103,649.37	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 500 kVA, meets 15 minute battery runtime, 4 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL5003E54421201	$124,808.06	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 550 kVA, meets 5 minute battery runtime, 4 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL5503E28421201	$90,559.19	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 550 kVA, meets 10 minute battery runtime, 4 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL5503E54421201	$124,808.06	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 550 kVA, meets 15 minute battery runtime, 4 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL5503Y62421201	$110,533.00	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 650 kVA, meets 5, minute battery runtime, 5 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL6503Y62521201	$138,123.93	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 650 kVA, meets 10 minute battery runtime, 5 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL6503Y62521201	$138,123.93	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 650 kVA, meets 15 minute battery runtime, 5 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL6503Y62521201	$138,123.93	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 750 kVA, meets 5 minute battery runtime, 5 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL7503Y62521201	$138,123.93	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 750 kVA, meets 10 minute battery runtime, 5 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL7503Y62521201	$138,123.93	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 825 kVA, meets 5 minute battery runtime, 6 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL8253Y62621201	$165,714.86	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 825 kVA, meets 10 minute battery runtime, 6 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL8253Y62621201	$165,714.86	9395 Pricebook, 04/2022
ANCILLARY	Eaton 9395 Battery Cabinet, 825 kVA, meets 15 minute battery runtime, 6 cabinet system, 12V battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	TL8253Y62621201	$165,714.86	9395 Pricebook, 04/2022
Eaton 9395 UPS Battery Cabinet Factory Modifications							
ANCILLARY	Seismic Brackets for Eaton Battery Cabinet (price per cabinet; Not available on cabinets with E20 batteries)	Eaton 9395 Battery Cabinet Modification	Contact for current lead times	USA	Refer to Eaton	$902.77	9395 Pricebook, 04/2022

SIN	Support Item	Brand Name	Time of Delivery ARO	Country of Origin	MFR Part Number	GSA Price	Pricing Catalog
EnerSys Battery Cabinets							
ANCILLARY	EnerSys 9395P Battery Cabinet, 675 kW, meets 15 minute battery runtime, 4 cabinet system, 16V seismic battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	SA65800480BL600B	$294,811.08	9395P Pricebook, 04/2022
ANCILLARY	EnerSys 9395P Battery Cabinet, 750 kW, meets 5 minute battery runtime, 4 cabinet system, 16V seismic battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	SA65550480BL600B	$197,481.11	9395P Pricebook, 04/2022
ANCILLARY	EnerSys 9395P Battery Cabinet, 750 kW, meets 10 minute battery runtime, 5 cabinet system, 16V seismic battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	SA65550480BL400B	$236,695.21	9395P Pricebook, 04/2022
ANCILLARY	EnerSys 9395P Battery Cabinet, 750 kW, meets 15 minute battery runtime, 4 cabinet system, 16V seismic battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	SA65925480BL600B	$317,662.47	9395P Pricebook, 04/2022
ANCILLARY	EnerSys 9395P Battery Cabinet, 825 kW, meets 5 minute battery runtime, 3 cabinet system, 16V seismic battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	SA65800480BL800B	$228,401.01	9395P Pricebook, 04/2022
ANCILLARY	EnerSys 9395P Battery Cabinet, 825 kW, meets 10 minute battery runtime, 4 cabinet system, 16V seismic battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	SA65800480BL600B	$294,811.08	9395P Pricebook, 04/2022
ANCILLARY	EnerSys 9395P Battery Cabinet, 825 kW, meets 15 minute battery runtime, 4 cabinet system, 16V seismic battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	SA65925480BL600B	$317,662.47	9395P Pricebook, 04/2022
ANCILLARY	EnerSys 9395P Battery Cabinet, 900 kW, meets 5 minute battery runtime, 5 cabinet system, 16V seismic battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	SA65550480BL600B	$246,851.39	9395P Pricebook, 04/2022
ANCILLARY	EnerSys 9395P Battery Cabinet, 900 kW, meets 10 minute battery runtime, 4 cabinet system, 16V seismic battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	SA65925480BL600B	$317,662.47	9395P Pricebook, 04/2022
ANCILLARY	EnerSys 9395P Battery Cabinet, 900 kW, meets 15 minute battery runtime, 5 cabinet system, 16V seismic battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	SA65800480BL600B	$368,556.17	9395P Pricebook, 04/2022
ANCILLARY	EnerSys 9395P Battery Cabinet, 1000 kW, meets 5 minute battery runtime, 5 cabinet system, 16V seismic battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	SA65550480BL600B	$246,851.39	9395P Pricebook, 04/2022
ANCILLARY	EnerSys 9395P Battery Cabinet, 1000 kW, meets 10 minute battery runtime, 4 cabinet system, 16V seismic battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	SA65925480BL800B	$327,367.25	9395P Pricebook, 04/2022
ANCILLARY	EnerSys 9395P Battery Cabinet, 1000 kW, meets 15 minute battery runtime, 5 cabinet system, 16V seismic battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	SA65925480BL600B	$396,993.45	9395P Pricebook, 04/2022
ANCILLARY	EnerSys 9395P Battery Cabinet, 1100 kW, meets 5 minute battery runtime, 4 cabinet system, 16V seismic battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	SA65800480BL800B	$304,572.29	9395P Pricebook, 04/2022
ANCILLARY	EnerSys 9395P Battery Cabinet, 1100 kW, meets 10 minute battery runtime, 5 cabinet system, 16V seismic battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	SA65800480BL600B	$368,556.17	9395P Pricebook, 04/2022
ANCILLARY	EnerSys 9395P Battery Cabinet, 1200 kW, meets 5 minute battery runtime, 5 cabinet system, 16V seismic battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	SA65800480BL800B	$380,687.15	9395P Pricebook, 04/2022
ANCILLARY	EnerSys 9395P Battery Cabinet, 1200 kW, meets 10 minute battery runtime, 5 cabinet system, 16V seismic battery system	Eaton 9395P Battery Cabinet	Contact for current lead times	USA	SA65925480BL800B	$409,237.28	9395P Pricebook, 04/2022
ANCILLARY	EnerSys 9395 Battery Cabinet, 650 kVA, meets 5 minute battery runtime, 3 cabinet system, 16V seismic battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	SA65550480BL600B	$148,110.83	9395P Pricebook, 04/2022
ANCILLARY	EnerSys 9395 Battery Cabinet, 650 kVA, meets 10 minute battery runtime, 4 cabinet system, 16V seismic battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	SA65550480BL400B	$189,356.17	9395P Pricebook, 04/2022
ANCILLARY	EnerSys 9395 Battery Cabinet, 750 kVA, meets 15 minute battery runtime, 4 cabinet system, 16V seismic battery system	Eaton 9395 Battery Cabinet	Contact for current lead times	USA	SA65800480BL600B	$294,811.08	9395P Pricebook, 04/2022

Supersedes Selling Policy 25-000, Pages 1-4, dated **November 1, 2008**

DOMESTIC U.S.A. GENERAL TERMS AND CONDITIONS OF SALE

Distribution and Control Products and Services 25-000

TERMS AND CONDITIONS OF SALE

The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services (hereinafter referred to as Product(s) or Services by Eaton Corporation (hereinafter referred to as Seller) to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications whether written or oral between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgment, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Products or Services. THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER. No contract shall exist except as herein provided.

Complete Agreement
No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

Quotations
Written quotations are valid for 30 days from its date unless otherwise stated in the quotation or terminated sooner by notice.

Verbal quotations, unless accepted, expire the same day they are made.

A complete signed order must be received by Seller within 20 calendar days of notification of award, otherwise the price and shipment will be subject to re-negotiation.

Termination and Cancellation

Products
Any order may be terminated by the Buyer only by written ~~notice and upon payment of reasonable termination charges, including all progress billings and all incurred direct manufacturing costs.~~

Services
~~Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges including all costs plus profit.~~

~~Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.~~

Prices
~~All prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price or discount sheet, letter or telegram. All quotations made or orders accepted after the effective date will be on the new basis. For existing orders, the price of the unshipped portion of an order will be the price in effect at time of shipment.~~

Price Policy – Products and Services
When prices are quoted as firm for quoted shipment, they are firm provided the following conditions are met:

1. The order is released with complete engineering details.
2. Shipment of Products are made, and Services purchased are provided within the quoted lead time.
3. When drawings for approval are required for any Products, the drawings applicable to those Products must be returned within 30* calendar days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED." Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the 30-day period.

~~If the Buyer initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services will be increased 1% per month or fraction thereof up to a maximum of 18 months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond 18 months from the date of the Buyer's order, the price must be renegotiated~~.

Price Policy – BLS
Refer to Price Policy 25-050.

~~**Minimum Billing**~~
~~Orders less than $1,000 will be assessed a shipping and handling charge of **5%** of the price of the order, with a minimum charge of $25.00 unless noted differently on Product discount sheets.~~

Taxes
The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from, the transaction, the Products, its sale, value or use, or any Services performed in connection therewith regardless of the person or entity actually taxed.

TERMS OF PAYMENT

Products
~~Acceptance of all orders is subject to the Buyer meeting Seller's credit requirements. Terms of payment are subject to change for failure to meet such requirements. Seller reserves the right at any time to demand full or partial payment before proceeding with a contract of sale as a result of changes in the financial condition of the Buyer.~~
Terms of Payment are either Net 30 days from the date of invoice of each shipment ~~or carry a cash discount based on Product type~~. Specific payment terms for Products are outlined in the applicable Product discount schedules.

Services
Terms of payment are net within 30 days from date of invoice for orders amounting to less than $50,000.00.

Terms of payment for orders exceeding $50,000.00 shall be made according to the following:

1. Twenty percent (20%) of order value ~~with the purchase order payable 30 days from date of invoice.~~
2. ~~Eighty percent (80%) of order value in equal monthly payments over the performance period payable 30 days from date of invoice.~~

~~Except for work performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller compliance with present and proposed environmental, health and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith.~~

Adequate Assurances
If, in the judgment of Seller, the financial condition of the Buyer, at any time during the period of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.

Delayed Payment
If payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.

Freight
Freight policy will be listed on the Product discount sheets, or at option of Seller one of the following freight terms will be quoted.

F.O.B. – P/S – Frt./Ppd. and Invoiced
Products are sold F.O.B. point of shipment freight prepaid and invoiced to the Buyer.

F.O.B. – P/S – Frt./Ppd. and Allowed
Products sold are delivered F.O.B. point of shipment, freight prepaid and included in the price.

F.O.B. Destination – Frt./Ppd. and Allowed
At Buyer's option, Seller will deliver the Products F.O.B. destination freight prepaid and 2% will be added to the net price.
The term "freight prepaid" means that freight charges will be prepaid to the accessible common carrier delivery point nearest the destination for shipments within the United States and Puerto Rico unless noted differently on the Product discount sheets. For any other destination, contact Seller's representative.

Shipment and Routing
Seller shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment.

If the Buyer specifies a special method of transportation, type of carrier equipment, routing or delivery requirement, Buyer shall pay all special freight and handling charges.

When freight is included in the price, no allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation.

Risk of Loss
Risk of loss or damage to the Products shall pass to Buyer at the F.O.B. point.

Concealed Damage
Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage.

When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered, must:

1. Not move the Products from the point of examination.
2. Retain shipping container and packing material.
3. Notify the carrier in writing of any apparent damage.
4. Notify Seller representative within 72 hours of delivery.
5. Send Seller a copy of the carrier's inspection report.

Witness Tests/Customer Inspection
Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge calculated at the rate of $2,500 per day (not to exceed eight (8) hours) per Product type. Buyer may final inspect Products at the Seller's factory for $500 per day per Product type.

Witness tests will add one (1) week to the scheduled shipping date. Seller will notify Buyer fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to deem the witness tests waived with the right to ship and invoice Products.

Held Orders
For any order held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, (1) require payment to be based on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay; (2) store Products at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer those prices under the applicable price policy. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) days from date of Seller's invoice. Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination.

Drawing Approval
Seller will design the Products in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.

Drawing Re-Submittal
When Seller agrees to do so in its quotation, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. The customer approval drawing(s) will be delivered at the quoted delivery date. If Buyer requests drawing changes or additions after the initial factory customer approval drawing(s) have been submitted by Seller, the Seller, at its option, may assess Buyer drawing charges**.** Factory customer approval drawing changes required due to misinterpretation by Seller will be at Seller's expense. Approval drawings generated by Bid-Manager are excluded from this provision.

WARRANTY

Warranty For Products
Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.

Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller.

This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations and industry standard practice or due to accident, misuse, abuse or negligence. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement.

This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the supplier.

Extended Warranty for Products
If requested by the Buyer and specifically accepted in writing by Seller, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

24 months – 2% of Contract Price
30 months – 3% of Contract Price
36 months – 4% of Contract Price

Special Warranty (In and Out) for Products
If requested by the Buyer and specifically accepted in writing by Seller, Seller will, during the warranty period for Products, at an additional cost of 2% of the contract price, be responsible for the direct cost of:

1. Removing the Product from the installed location.
2. Transportation to the repair facility and return to the site.
3. Reinstallation on site.

The total liability of Seller for this Special Warranty for Products is limited to 50% of the contract price of the particular Product being repaired and excludes expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.

Warranty For Services
Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards.

The Services, which do not so conform, shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services.

Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Seller. This warranty does not cover damage to Buyer's, or its customer's, equipment, components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

Warranty for Power Systems Studies
Seller warrants that any power systems studies performed by it will conform to generally accepted professional standards. Any portion of the study, which does not so conform, shall be corrected by Seller upon notification in writing by the Buyer within six (6) months after completion of the study. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event that the study requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

Limitation on Warranties for Products, Services and Power Systems Studies
THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

Asbestos
Federal Law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Seller is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific Purchase Order, (ii) a change in the work scope of any Purchase Order, the Buyer will certify that the work area associated with the Seller's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include asbestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost of or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.

Compliance with Nuclear Regulation
Seller's Products are sold as commercial grade Products not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes. Further certification will be required for use of the Products in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.

Returning Products
Authorization and shipping instructions for the return of any Products must be obtained from Seller before returning the Products. When return is occasioned due to Seller error, full credit including all transportation charges will be allowed.

Product Notices
Buyer shall provide the user (including its employees) of the Products with all Seller supplied Product notices, warnings, instructions, recommendations and similar materials.

Force Majeure
Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

Liquidated Damages
Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

Patent Infringement
Seller will defend or, at its option, settle any suit or proceeding brought against Buyer, or Buyer's customers, to the extent it is based upon a claim that any Product or part thereof, manufactured by Seller or its subsidiaries and furnished hereunder, infringes any United States patent, other than a claim of infringement based upon use of a Product or part thereof in a process, provided Seller is notified in reasonable time and given authority, information and assistance (at Seller's expense) for the defense of same. Seller shall pay all legal and court costs and expenses and court-assessed damages awarded therein against Buyer resulting from or incident to such suit or proceeding. In addition to the foregoing, if at any time Seller determines there is a substantial question of infringement of any United States patent, and the use of such Product is or may be enjoined, Seller may, at its option and expense: either (a) procure for Buyer the right to continue using and selling the Product; (b) replace the Product with non-infringing apparatus; (c) modify the Product so it becomes non-infringing; or (d) as a last resort, remove the Product and refund the purchase price, equitably adjusted for use and obsolescence.
In no case does Seller agree to pay any recovery based upon its Buyer's savings or profit through use of Seller's Products whether the use be special or ordinary. The foregoing states the entire liability of Seller for patent infringement.

The preceding paragraph does not apply to any claim of infringement based upon: (a) any modification made to a Product other than by Seller; (b) any design and/or specifications of Buyer to which a Product was manufactured; or (c) the use or combination of Product with other products where the Product does not itself infringe. As to the above-identified claim situations where the preceding paragraph does not apply, Buyer shall defend and hold Seller harmless in the same manner and to the extent as Seller's obligations described in the preceding paragraph. Buyer shall be responsible for obtaining (at Buyer's expense) all license rights required for Seller to be able to use software products in the possession of Buyer where such use is required in order to perform any Service for Buyer.

With respect to a Product or part thereof not manufactured by Seller or its subsidiaries, Seller will attempt to obtain for Buyer, from the supplier(s), the patent indemnification protection normally provided by the supplier(s) to customers.

Compliance with OSHA
Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued thereunder. In no event shall Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act.

Limitation of Liability
THE REMEDIES OF THE BUYER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER.

NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE BUYER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Marc Holloway, Field Operations Manager

DATE: April 13, 2023

SUBJECT: **RESOLUTION –** Amendment to Resolution No. 2023-08 to increase the purchase price of a Front Load Refuse Collection Truck by $13,917.53.

Village Staff is requesting Council consideration and approval of the attached Resolution increasing the purchase price of one (1) 2023 Peterbilt 520 Front Load truck from Southern Sewer as previously approved by the Village Council.

Through the adoption of Resolution No. 2023-08 on January 26, 2023, the Village Council approved the purchase of one (1) 2023 Peterbilt 520 Front Load truck from Southern Sewer Equipment Sales and Service, Inc. pursuant to pricing established in an existing Sourcewell Contract (091219-NWY) at a total cost of $296,488.00.

Through continued conversations with the vendor, Staff determined that the vehicle required additional safety equipment and a modification of the paint scheme to match Village standards. The additional safety equipment includes cameras and flashers to aid the driver with overall visibility. These changes will cost an additional $13,917.53.

Funding:

The original purchase utilized American Rescue Plan Act (ARPA) funds. This additional cost will also utilize ARPA Funds.

Account Information:

Fund	Account Number	Account Description	Additional Amount	Revised Total Cost
ARPA Fund	Q5541-66410	Automotive	$13,917.53	$310,405.53

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution amending Resolution No. 2023-08 to increase the purchase price of one (1) 2023 Peterbilt 520 Front Load truck from $296,488.00 to $310,405.53 in accordance with Village policies and procedures.

RESOLUTION 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING RESOLUTION NO. 2023-08 TO INCREASE THE COST OF ONE 2023 PETERBILT FRONT LOAD REFUSE COLLECTION TRUCK PURCHASED FROM SOUTHERN SEWER EQUIPMENT SALES AND SERVICE, INC.; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2023-08 on January 26, 2023, the Village Council approved the purchase of one 2023 Peterbilt 520 Front Load Refuse Collection Truck from Southern Sewer Equipment Sales and Service, Inc. at a cost of $296,488.00 pursuant to pricing established in an existing Sourcewell Cooperative Purchasing Contract for Waste and Recycling Vehicles (Contract No. 091219-NWY); and

WHEREAS, Village Staff determined that the vehicle required additional safety equipment and a modified paint scheme to match Village specifications and is requesting approval of a $13,917.53 increase in the cost; and

WHEREAS, the Village Council determines that the adoption of this Resolution, including the waiver of any conflicting purchasing policies and procedures, is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby amends Resolution No. 2023-08 to increase the cost of one 2023 Peterbilt 520 Front Load Refuse Collection Truck purchased from Southern Sewer Equipment Sales and Service, Inc. by an additional $13,917.53 to $310,405.53 for the installation of additional safety equipment and a modification of the paint scheme, with funds expended from Account No. Q5541-66410 (ARPA Expense – Automotive).

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

Southern Sewer Equipment Sales

QUOTE

3409 Industrial 27th Street
Fort Pierce, FL 34946

1-800-782-4134

info@southernsewer.com

DATE
2/1/2023

NAME / ADDRESS	NUMBER	14123E
VILLAGE OF NORTH PALM BEACH FINANCE DEPARTMENT 501 US HIGHWAY 1 NORTH PALM BEACH, FL 33408-4901 ***(need tax cert)***		

SALESMAN	P.O.#/REQ.#
AL	
TERMS	PHONE #
NET 10 DAYS	

Ship To
VILLAGE OF NORTH PALM BEACH 645 PROSPERITY FARMS RD. NORTH PALM BEACH, FL. 33408

ATTENTION	

PLEASE REFER TO QUOTE NUMBER WHEN PLACING ORDER

QTY	ITEM	DESCRIPTION	EACH	Total
0	MILEAGE	DATE/TIME:02/01/2023	1.57	0.00
		NEWWAY# N/A		
		MODEL # MAMMOTH		
		IN SERVICE DATE: N/A		
		FAILURE DATE: N/A		
		UNIT #: N/A		
		MILEAGE IN:		
		MILEAGE OUT:		
		PONY MOTOR:		
		CHASSIS HOURS:		
		VIN #:N/A		
	MECHANI...	PAINT CAB AND BODY	0.00	0.00
		ADD TOOL BOX		
		ADD BEACON LIGHT ON REAR DOOR		
		ADD 20LB FIRE EXTINGUISHER AND MOUNT TO UNIT		
		ADD BLIND SPOT CAMERA TO UNIT		
		PAINT CAB YELLOW AND BODY BLUE		
1	PAINT	SAND PREP AND PAINT	10,500.00	10,500.00
		P3308 BRIGHT YELLOW		
		B9638 VIPER BLUE		
		SUBTOTAL		10,500.00
		REAR MOUNTED BEACON		
1	125914	BRKT,CAMERA MNT,TG,FL,ASL,STD,FOR STROBE	38.28	38.28
1	128385	ASSY,BEACON LED STROBE&GUARD,STD	127.52	127.52
20	MISC.	1/4 WELDABLE LUG STUDS FOR BEACON HARNESS	3.32	66.40

	Total
PRICES ARE SUBJECT TO CHANGE	FREIGHT NOT INCLUDED IN PRICING

CREDIT CARD PAYMENTS WILL NOT BE ACCEPTED ON INVOICES OVER $7500
A 25% RESTOCK WILL BE CHARGED ON ALL RETURNED ITEMS.

Southern Sewer Equipment Sales

QUOTE

3409 Industrial 27th Street
Fort Pierce, FL 34946

1-800-782-4134

info@southernsewer.com

DATE
2/1/2023

NAME / ADDRESS	NUMBER	14123E
VILLAGE OF NORTH PALM BEACH FINANCE DEPARTMENT 501 US HIGHWAY 1 NORTH PALM BEACH, FL 33408-4901 ***(need tax cert)***		

SALESMAN	P.O.#/REQ.#
AL	
TERMS	PHONE #
NET 10 DAYS	

Ship To
VILLAGE OF NORTH PALM BEACH 645 PROSPERITY FARMS RD. NORTH PALM BEACH, FL. 33408

ATTENTION	

PLEASE REFER TO QUOTE NUMBER WHEN PLACING ORDER

QTY	ITEM	DESCRIPTION	EACH	Total
1	MISC.	WIRE HARNESS,LOOM, SWITCHES FOR BEACON	135.00	135.00
16	LABOR	LABOR BY SOUTHERN SEWER: TO INSTALL STROBE SYSTEM	140.00	2,240.00
1	FREIGHT	SHIPPING **NO FREIGHT PER MIKE WOOD**	0.00	0.00
		SUBTOTAL		2,607.20
		20LB FRIE EXT AND MOUNT		
1	122574	WLDT, BRKT, FIRE EXT, 20 LB	104.62	104.62
1	110127	FIRE EXTINGUISHER,20 LB	285.71	285.71
3	LABOR	LABOR BY SOUTHERN SEWER: TO INSTALL BRACKET AND BRACE FOR FIRE EXT.	140.00	420.00
	FREIGHT	SHIPPING **NO FREIGHT PER MIKE WOOD**	0.00	0.00
		SUBTOTAL		810.33

UPON REVIEWING THIS QUOTE, IF THERE ARE ANY QUESTIONS, PLEASE CONTACT US AT 1-800-782-4134.

	Total	$13,917.53
PRICES ARE SUBJECT TO CHANGE	FREIGHT NOT INCLUDED IN PRICING	

CREDIT CARD PAYMENTS WILL NOT BE ACCEPTED ON INVOICES OVER $7500
A 25% RESTOCK WILL BE CHARGED ON ALL RETURNED ITEMS.

Purchase Order

Fiscal Year 2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order Number	**00102081**
Purchase Order Date	02/01/2023
Department	SANITATION DEPARTMENT
Required By	02/01/2023

Bill To
Village of North Palm Beach
501 U.S. Highway One
Attn: Finance Department
North Palm Beach, FL 33408

Ship To
SANITATION DEPARTMENT
VILLAGE OF NORTH PALM BEACH
645 PROSPERITY FARMS ROAD
NORTH PALM BEACH, FL
33408-4799

Vendor
SSES, INC
DBA: SOUTHERN SEWER EQUIPMENT SALES
3409 INDUSTRIAL 27TH STREET
FT. PIERCE, FL 34946

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
772-834-8201		4824		Shelly Eaton	

NOTES

2023 PETERBILT 520 FRONT LOAD TRUCK

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

SALES AND USE TAX EXEMPTION CERTIFICATE #85-8012646341C-6 EXPIRES 6/30/2027

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PURCHASE ORDER FOR ONE (1) 2023 PETERBILT 520 FRONTLOAD REFUSE COLLECTION TRUCK, AS PER RES # 2023-08	1.0000	EACH	$296,488.0000	$296,488.00
	GL #: Q5541 - 66410 $296,488.00				
	Commodity Code: -				

GL SUMMARY	
Q5541 - 66410	$296,488.00

Finance Director

Total Ext. Price	$296,488.00
Purchase Order Total	**$296,488.00**

PURCHASING COPY

Village of North Palm Beach
Purchase Order Requisition Form

For Finance Only:	
Vendor #	4824
Tax ID	65-0267110
PO #	102081

Date of Request: 01/27/23
(mm/dd/yy)

Department: Public Works

Vendor Information

Vendor Name: Southern Sewer Equipment
Pay To:
Attention:
Address: 3409 Industrial 27th Street
Address:
City: FT. Pierce
State: FL Zip: 34946
Phone #: Fax #:

Purchase Order Delivery Method:
Mail: ☐
Fax: ☐
Return to Dept.: ☐

Purpose or Explanation

Special Instructions

Account Information

Qty	Description	Account Number	Account Description	Unit Cost	Amount
1	Front Loader	~~K7020-66410~~	Automotive	296,488.00	$ 296,488.00
	RES # 2023-08	25541-66410 ✓			$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
			Total		$ 296,488.00

Approvals

Requested By:
Department Head: 1/27/23
Chad Girard

Finance Director: 2/1/23
Village Manager: Res # 2023-08

Revised 07/19/2022

RESOLUTION 2023-08

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF ONE 2023 PETERBILT FRONT LOAD REFUSE COLLECTION TRUCK FROM SOUTHERN SEWER EQUIPMENT SALES AND SERVICE, INC. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SOURCEWELL COOPERATIVE PURCHASING CONTRACT FOR WASTE AND RECYCLING VEHICLES; DECLARING AN EXISTING SANITATION COLLECTION VEHICLE AS SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff requested the purchase of one additional front load refuse collection vehicle for use by the Public Works Department; and

WHEREAS, Village Staff recommended the purchase of one 2023 Peterbilt 520 Front Load Refuse Collection Truck from Southern Sewer Equipment Sales and Service, Inc. pursuant to pricing established in an existing Sourcewell Cooperative Purchasing Contract for Waste and Recycling Vehicles (Contract No. 091219-NWY); and

WHEREAS, the Village Council declare one existing 2016 sanitation collection vehicle as surplus property; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the purchase of one 2023 Peterbilt 520 Front Load Refuse Collection Truck from Southern Sewer Equipment Sales and Service, Inc. pursuant to pricing established in an existing Sourcewell Cooperative Purchasing Contract for Waste and Recycling Vehicles (Contract No. 091219-NWY) at a total cost $296,488.00, with funds expended from Account No. Q5541-66410 (ARPA Expense – Automotive). The Village Council further authorizes the Interim Village Manager to take all actions necessary to effectuate the purchase.

Section 3. Upon delivery, acceptance and placement into service of the new collection vehicle, the Village Council declares the following vehicle as surplus property and authorizes its disposal in accordance with Village policies and procedures:

One 2016 Mack front-load refuse vehicle #392 (VIN: 1M2LR02C9HM002002)

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 26TH DAY OF JANUARY, 2023.

(Village Seal)

VILLAGE OF NORTH PALM BEACH FLORIDA

MAYOR

ATTEST:

VILLAGE CLERK

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Keith Davis, Fleet Manager

DATE: January 26, 2023

SUBJECT: **RESOLUTION – Approving the purchase of one (1) 2023 Peterbilt 520 Front Load Refuse Collection Truck from Southern Sewer Equipment Sales and Service, Inc. in the amount of $296,488.00 and the surplus of one (1) 2016 Mack Front Load Refuse Truck.**

Village Staff is seeking Council consideration and adoption of a Resolution approving the purchase of one (1) 2023 Front Load Refuse Collection Truck.

Background:

After assessing the commercial operations and quantity/quality of service, Staff determined that four (4) front load trucks are required to effectively service the Village's multi-family residents and commercial customers. The Village currently has four (4) front-load vehicles for this purpose, but has traditionally used one exclusively as a spare. This purchase is ahead of the scheduled vehicle rotation in 2024. Availability of this vehicle at this time prevents a 12 – 18 month wait for procurement.

Following the implementation of new solid waste collection route software, evaluating data, and refining processes, Staff adjusted this practice and now incorporates the third front-loader into the Village's day-to-day operations. On average, the Solid Waste division makes 126 multi-family/commercial stops each day. This level of activity demands the regular use of a third truck to provide for safe and efficient operations for the drivers and equipment.

At this time, staff intends to surplus one (1), 2016 Mack #392 (VIN: 1M2LR02C9HM002002), front-load refuse vehicle. This will keep the complement of front-load trucks to four (4). The use of four (4) front-load vehicles is required to ensure uninterrupted service through the continued implementation of a scheduled maintenance rotation program.

Purchasing:

This vehicle will be purchased through Southern Sewer, utilizing pricing established in an existing Sourcewell Contract (091219-NWY), at a total cost not to exceed $296,488.00.

A quote from Peterbilt is included as backup for this item.

Funding:

These purchases are identified as ones that can be funded using the American Rescue Plan Act funding.

Account Information:

Fund	Department	Account Number	Account Description	Amount
American Rescue Plan Act (ARPA)	ARPA Expense	Q5541-66410	Automotive	$296,488.00

The attached Resolution has been prepared and/or reviewed by the Village Attorney for legal sufficiency.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the purchase of one (1) 2023 Peterbilt 520 Front Load Refuse Collection Truck from Southern Sewer utilizing pricing established in an existing Sourcewell Contract at a total cost not to exceed $296,488.00, with funds expended from Account No. Q5541-66410 (ARPA Expense – Automotive), and authorizing the Interim Village Manager to take all actions to effectuate the purchase in accordance with Village policies and procedures.

Southern Sewer Equipment Sales

800-782-4134 ◆ SouthernSewer.com ◆ 772-595-6940

Mr. Marc Holloway
Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408
Email: mholloway@village-npb.org
Copy: Mr. Keith Davis, email: kdavis@village-npb.org

January 4, 2023

Dear Mr. Holloway:

Southern Sewer Equipment Sales appreciates the opportunity to provide the Village of North Palm Beach with a quote from Sourcewell contract #091219-NWY for a New Way Mammoth 40 yard front loader refuse body mounted on a new Peterbilt 520 chassis. Please review the attached equipment list.

New Way Mammoth 40 Yard Front Loading Refuse Body
Mounted on a new Peterbilt 520 Chassis

TOTAL PRICE: $296,488.00*

The price does include delivery to the City.

This ordered stock unit is subject to prior sale. Pricing based on current market conditions. Does not include unforeseen changes due to volatile market fluctuations and/or material surcharges. Quote is valid for 30 days.

Please feel free to contact Anthony Lowe at (772) 834-8201, if you have any questions.

Sincerely,

Jenny Mitchem

Jenny Mitchem
Office Manager

Equipment List

Village of North Palm Beach

January 4, 2023

New Way Mammoth 40 yd. Front Loader

28 Cubic Yard Body Capacity
12 Cubic Yard Hopper Capacity
Full Eject Dump
Air Joystick Control – Single Handle Quad
Air Over Hydraulic
Outside Controls for Arms, Forks & Packing with E-Stop
10,000 lb. Lift Rating Arms, 5" Arm Cylinder & 4" Fork Cylinder
Fork Thickness 1¼" with Hook (44" usable bumper to hook)
Front Mount Muncie MLS Gear Pump
Hydraulic Filter By-Pass Visual Indicator in Cab
Quick Disconnect Port for Pressure Gauge
Quick Disconnect Pressure Gauge
Hour Meter on PTO
Auto Lock Tailgate
Aluminum Drip Pan Below Tailgate Seal
Curved Shell Body
Steel Canopy
Torque Tube Reinforcement Inserts
Sliding Access Door
Body Side Ladder
Automatic Packer
Pack on the Go
Dual Camera System with 7" Color Monitor, Cameras at Rear & Hopper
Over Height Warning Light
Center Mount Brake
LED Body Lights
LED Backup Lights, Mounted Mid-Body
LED Work Lights: 2 in Hopper, 1 on Canopy
Strobe Light, Mounted Center Tailgate
Integrated Strobe Light Package, Mounted Upper Tailgate
Remote Grease Tailgate Hinge and Cylinders
Acrylic Urethane Enamel Color Paint
Shovel/Broom Rack
20 lb. Fire Extinguisher
Triangle Kit
1 Year Body and Hydraulic Warranty
2 Year Cylinder Warranty

Chassis:
New Peterbilt Model 520 Chassis
66,000 GVW
Paccar PX-9 380 HP Diesel Engine
Allison 4500 RDS-P Transmission

VILLAGE OF NORTH PALM BEACH
GOLF ADVISORY BOARD
Minutes of January 16, 2023

I. CALL TO ORDER

A. The meeting was called to order by Chairman Steve Mathison at 6:00 p.m.

II. ROLL CALL

A. Board:	Present	Absent
Stephen Mathison – Chairman	x	
Rich Pizzolato – Vice Chairman	x	
Curtis Witters – Secretary	x	
Jeff Egizio – Member	x	
Landon Wells – Member		x
Orlando Puyol – Member	x	
Sandra Felis – Member	x	
B. Staff Members:		
Allan Bowman, Director of Golf	x	
Beth Davis, General Manager	x	
Lenore Dingle, Membership Coordinator		
C. Council Members:		
Darryl Aubrey		
Susan Bickel		
Mark Mullinix		
David Norris		
Deborah Searcy		

D. Public Present:

III. APPROVAL OF MEETING MINUTES

A. Minutes of the November 20, 2022 GAB Meeting were approved 6-0.

IV. ADMINISTRATIVE REPORTS

Golf Report. Allan Bowman, Director of Golf, delivered his report.

We are holding a Wednesday shotgun for both men and women. In the most recent event, we had 32 men participating. The next shotgun will be the second Wednesday of February.

We have a new golf course superintendent with Brightview, as of December 28th, and Allan is pleased with the individual.

There is absolutely no truth to the rumor that Allan is interviewing for other positions.

Our new group play program seems to be working. All groups that play on more than one day per week had their play reduced by one day per week.

The work on the pumphouse is set for February 6-7, and as a result, we will shorten hole #14 for those two days.

Rounds and Revenue. Golf revenue was up by $100,000 for the first quarter of the fiscal year. However, membership revenue was down by $50,000. Revenue for the range was also down, by $5,000.

The total rounds for the first quarter were up by 500, mostly in October.

The rounds and financial numbers are looking good for January, to date.

A member of the public suffered a heart attack while watching the Holiday Boat Parade from the golf course, and there was an issue in getting an emergency vehicle to the person. In addition we had many private golf carts entering the course to view the parade.

Before the next parade in December of 2023, we will extend the cart path on hole #6 and provide lighting to guide pedestrians and golf carts for the Boat Parade. The extension of the path will take place in October, so it will be part of the 2023-2024 budget.

Beth Davis spoke about the preliminary budget summary report for 2021-2022. The Country Club as a whole had net income of $831,766 for the fiscal year. The first quarter of 2022-2023 is ahead of projections.

V. DISCUSSION TOPICS

Allan Bowman addressed an issue involving the membership waiting list. One individual with their name on the waiting list reached the top of the list three years ago. When offered membership, they declined and went to the bottom of the list. Now that individual wishes to go back to the top of the list. Allan and Beth said no to the request. The Board concurred with that position.

Allan told the Board that our capital plan has allocated $250,000 in this fiscal year for the construction of an environmental center for storage of fuel and a wash station for golf course equipment. Additional projects are being considered for the summer of 2023 include: expanded tee boxes for holes #5 and #7, a member's tee box for hole #14, stabilization of the pond bank on hole #10, and drainage work on hole #4. Allan asked the Board for the use of the money allocated for the environmental center to complete the listed course projects. He pointed out that golf revenue will likely be sufficient to cover the cost of the environmental center.

The Board concurred.

The Village Council asked for recommendations from the GAB as to how the composition of the Board and terms of members of the GAB should be revised. Allan and

Beth have drafted recommendations that all members should have a two-year term. They asked the Board whether the Village should require a non-resident golf member as a member of the GAB. The Board concurred with the recommendations of Allan and Beth.

VI. ADJOURNMENT

The meeting was adjourned at 6:47 p.m.

The next meeting will be March 13, 2023.

Minutes by Curtis L. Witters, Secretary.

THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Environmental Committee Meeting

MINUTES

Anchorage Park

Monday, February 6, 2023
6:00 pm

1. Call to Order: Chairperson Karen Marcus called the meeting to order at 6:03 pm.

2. Roll Call:
   Present: Karen Marcus, Lisa Interlandi, Mary Phillips, Shawn Woods, Kendra Zellner, Ellen Allen, Camille Carroll
   Also Present: Marc Holloway, Field Operations Manager; David Norris, Councilmember

3. The Minutes of the January 9, 2023 regular meeting were approved.

4. Public Comments:
   a. Sheryne Brekus, 115 Lakeshore Drive – status of electric charging stations.
      i. Marc Holloway stated that two (2) will be installed at the Tennis Center.
      ii. The committee would like to know if there is any grant funding available.
   b. William Luzuriagga, Dogwood – attended because he is interested in serving on a board or committee.

5. Community Greening:
   a. Mark Cassini provided proposals for the Heritage Day and Arbor Day tree giveaway events.

6. March 25 Speaker Series Event:
   a. Committee will invite Master Gardener Brian Forcheiner.
   b. Committee would like his presentation to include things that residents can do to improve their lives and neighborhoods. Also, to include alternatives to traditional weed killers and pesticides.

7. Tree Survey:
    a. Marc Holloway reviewed the tree survey map/report.

8. Tree at 106 Dory Road S. – Marc Holloway mentioned that some swales have been repaired and the remainder will be repaired after the tree removal.

9. March 6 Meeting Presentation – PBC Director of Resilience Megan Houston.

10. Member Comments:
    a. The committee would like the environmental sustainability efforts/best practices letter to be mailed to Village restauranteurs again. Restauranteurs who participate in sustainability efforts will be included in the newsletter and posted on social media.
    b. Dry storage – committee requested status of invasive species removal from P&R Director Zak Sherman.
    c. March 4 is the MacBeach NatureScaping Festival.

11. Next meetings: the next meeting will be on March 6, 2023 at 6:00 pm at Anchorage Park.

12. Adjournment: the meeting adjourned at 7:27 pm.

Village of North Palm Beach
Recreation Advisory Board Meeting
MINUTES
February 14, 2023 at 7:00 pm
Anchorage Park

1) Call to Order: Chair Bell

2) Roll Call:

Bob Bell, Chair	Don Grill, Vice Chair
Stephen Heiman	Paul Beach
Mia St John	Village Council Representative:
Rita Budnyk	Zakariya Sherman, Director of Leisure Services
Maria Cassidy	

Bob Bell called meeting to order at 7:00 pm.

All board members present except Mia St. John (sent email ahead of time saying she would not be present). No council member present.

2) Approval of Minutes:

Approval of Minutes: January Minutes were unanimously approved on motion by Maria Cassidy; seconded by Don Grill.

3) Public Comments:

Four members of the public were present and made comment in support of more public pickleball courts being available at our public parks. Sandy Cavanaugh commented that the tennis community is well served at the Country Club, and pickle ball is becoming popular. Another resident (Whetstone) commented that he would like to see more pickle ball courts, and asked if any were in the plans. Two other residents (Seaberg and Becker) also spoke in favor of more regulation size public pickle ball courts. The commenters stated that the lines and net at Anchorage Park were not regulation.

Discussion of pickle ball courts ensued. Director Sherman stated that pickle ball courts have been and continue to be discussed, and would have to be made part of the budget for next year, Oct. 1, 2023. The Board Members were generally in favor of pickle ball courts, but did not think that the tennis courts at Anchorage Park should be replaced with pickle ball courts. Paul Beach, Rita Budnyk, and another board member commented that the Anchorage tennis courts were the only public courts in North Palm Beach and should remain. A discussion was had about which public park was best suited for pickle ball courts, and whether a multi-use surface or designated use would

best serve the community. One idea was to use a portion of the basketball court area at Osborne Park or the Community Center to create a space for pickle ball courts.

A motion was made by Stephen Heiman to recommend to Council the repurposing of a portion of the Osborne Park basketball surface into pickle ball courts. The motion was seconded by Don Grill, with the advisory board members present unanimously in favor.

4) Director's Report:

Zak Sherman presented and discussed the Director's Report, dated February 14, 2023, which are made a part of these minutes.

Lakeside Park:

- Sand Volleyball court
  - Refurbished with new sand!
- Golf Cart
  - Estimated delivery is sometime in February now.
- Ordered new parts for Playground.

Anchorage Park:

- New Playground
  - Turf installation expected to finish this week or early next. Plan to have soft opening middle or end of next week. Ribbon cutting won't be until March sometime. Sail shade is scheduled to go in March 8.
- Dry Storage
  - Working with FPL on plan to underground overhead lines.
  - Working with Engenuity on plan to replace fence and put in landscaping.
    - Adam sent us updated civil plan with the changes to the fence line. By moving the fence to the trail, he was able to add 25 more spots (46 in that section in total). He'll look at the other lots to see if we can fit more. Currently, there are 39 items in total being stored in south lot. We'll need to figure out how to move 14 more over. He is also coming up with cost estimates.

  Discussion ensued regarding the storage of boats by Palm Beach Crew. Steve Heiman asked if the PBC was still storing boats, and whether and when they would be building and moving to a new storage area? Director Sherman responded that PBC stated it did not have the finances to build a new fenced in storage area for its boats (as originally planned). Bob Bell and other members asked what PBC was paying to store its boats in the dry storage area. All members agreed that PBC should be charged what residents are charged for dry storage. Maria Cassidy stated that the dry storage should be freed up for residents' use. Board members were in general agreement that space should be used for residents if PBC is having difficulty sustaining its participation.
- Plumbing
  - Small dog park fountain fixed.
  - Fountain in big pavilion fixed.
- Electrical
  - Outlets in big pavilion and small pavilion by playground repaired.

- Mulch
    - Working with precision to get mulch around the park, especially along the perimeter of the building.
- Precision
    - Grassing in small driveway to nowhere by baseball field outfield. A wheel stop was placed there too, creating one new parking spot.
- Pest control
    - Dog parks were sprayed for pests on January 24

Marina:

- Boat Ramp
    - Engenuity/Gerwig sent us revised civil engineering & surveying services estimate as well as a construction cost estimate. Currently looking into other estimates before we move forward.
- South slips
    - Cameras/poles installed and tested!

Community Center:

- Playground
    - Waiting on Neutron Carousel for playground along with 1 wear mat to arrive.
- Dodgeball Dates
    - Friday, February 17 from 6-8pm
- NPB Youth T-Ball Co-Ed
    - Registration began Feb. 1; Season runs March thru early April. Ages 5-6. Teaches basic mechanics of baseball using a tee. (week-day only practices and games). Cost: Residents $75 / Non-Residents: $85.
- Youth Soccer and minis soccer
    - Final Enrollment: 56 6-8yr olds; 31 9-11yr olds; and 13 12-14yr olds for a total of 100 kids.
    - For the 9-11 league, we made a few changes to the schedule. We wanted to make sure the season needed before spring break.
    - End-of-Season party/cookout will be on March 16th, after the championship game.
    - Minis soccer:
        - 12 kids signed up for Wednesdays; but only four for Mondays.
- Fence replacement
    - Keyed Up fence to replace remainder of Community Center field fence.
- Plumbing
    - Waiting on new outdoor bottle filler fountain to replace the rusted unit closest to main front door of building to arrive.

Osborne Park:

- Water fountain at Racquetball court
    - Removed old water fountain at Racquetball court
- Community Garden
    - Expansion Update:

        - Project on hold for now.
    - Tiki Hut
        - A 10 X 20 should be installed this week near the garden
    - Bank Account
        - The Board opened a bank account with TD Bank and the President, Amber, and the Treasurer, Rodney, are signers on the account. The Board still needs to send a resolution to the bank that authorizes these two individuals to open a bank account for the entity.
        - Rodney deposited the check from the Village for the club's 22/23 dues for $769.32. The clubs bank balance is $794.32
    - IRS
        - The Board received a letter from the IRS stating that they are officially a 501(c)(3) nonprofit.
    - Meet us in the garden
        - Tuesday, February 7th @ 5:30pm* (*Note earlier time)
        - Come mingle and meet other community gardeners to hear what they have been up to! This informal NPB Community Garden meeting serves as an opportunity to meet one another, work together, discuss concerns and share ideas for the garden.
    - Upcoming event
        - Mark your calendars for Saturday, February 25th at 6:15pm! The Village of NPB Recreation Department will be working with the Community Garden to host a Movie in the Garden. We'll be showing ***Honey, I Shrunk the Kids*** & will be popping free popcorn for the event!
        - Spread the news to your neighbors! This will be a fun night.
        - We'll send out a flyer for the event in a separate e-mail.
        - **We need a few volunteers to run the popcorn machine. Please let us know if you're up for the job!
    - Garden news
        - We are excited to announce that our community garden is now a non-profit organization!
        - The garden is looking really full and lush. Great job, gardeners.
        - Our garden is now at max capacity and any interested residents will be placed on a waitlist.
        - As always, be sure to keep the area around your beds free of weeds.
        - Thank you to those that have volunteered to work the table at the NatureScape event on March 4 @ John D. MacArthur State Park. If you are interested, please let us know ASAP. We'll be working on a schedule.
        - Did you know we're on Facebook and Instagram? Give us a follow!
        - Facebook: https://www.facebook.com/people/North-Palm-Beach-Community-Garden/100085304135212/
        - Instagram: @npbcommunitygarden

<u>Veterans Park:</u>

- Nothing new to report.

Staffing:

- Open positions
  - Francesca Wernisch is our newest Recreation Assistant and will work at Anchorage in the mornings.
  - We have 3 open Library Clerk positions at the Library, but offered the job to one person so far.
  - We'll be hiring 2 camp counselors for spring break camp. Counselor positions for summer camp have been posted already as well, and we've gotten a great response so far.

Special Events:

- **Special events**
  - Friends of the Library Annual booksale
    - January 25 through January 28.
    - **Made $3,082 in total!**
  - Hot Cars & Chili Cookoff
    - January 28 from 12-4pm.
    - Great crowd! And we did not run out of food this year.
    - Friends of library sold beer/wine and made **$1,239.30** after expenses.
    - Recreation collected **$4,240** day of event selling wristbands, shirts, and car entries; collected **$600** in pre-registrations for a total of **$4,840.**
    - Chili Results
      - **Chili - People's Choice**
        - 1st Place – Pepperwood Posse
        - 2nd Place – Hobo's Restaurant
        - 3rd Place – Son's of BBQ
      - **Chili – Judge's Choice**
        - 1st Place – Super Dave's Chili
        - 2nd Place- Hobo's Restaurant
        - 3rd Place – Nitrogen Bar & Grill
      - **Chili - Best Decorated Booth**
        - Flora Bama Venison Chili
    - Car Show Results
      - **Car Show - Staff's Choice**
        - 1st Place – Mike Pruss, 1930 Ford
        - 2nd Place – Jim Mondello, 1963 Chevy
        - 3rd Place – Jonathon Green, 1966 Shelby
      - **Car Show – People's Choice**
        - 1st Place – Greg Lyon, 1948 Woody
        - 2nd Place- Brandon Hoehmann, 1929 Marmon
        - 3rd Place – Charlie Flynn, 1956 Ford
      - **Car Show – Participants Choice**
        - 1st Place – Scott Utecht, 1957 Chevy
        - 2nd Place – Robert Minas, 1969 Pontiac
        - 3rd Place – Chris Hill, 1937 Ford
      - **Car Show – Mayor's Choice**
        - Randy Tedder, 1926 Ford

- **Car Show – Top NPB Resident Car**
    - Brandon Hoehmann, 1929 Marmon

- **Upcoming Events:**
    - Trivia Night
        - Saturday, February 18 from 6-8pm. Anchorage Park
        - Join the NPB Parks and Recreation Department for a night of brain-busting trivia! Bring lawn chairs, blankets, golf carts, and snacks and beverages for a fun night of community trivia. Pre-registration is a must as we assign spots on the lawn with your registration. Registration forms are available for pickup at our Anchorage Park office. Call 561-841-3386 to register.
        - $5 per team, with no more than five people per team. We are accepting up to twenty-five teams, so register quick! Prizes for the winners!
    - Movie at the Garden
        - Saturday, February 25 at 6:15ish. Osborne Park
        - Join us for a movie in the park at the Community Garden! Bring your own snacks and drinks. Bring the whole family!
        - Please call 561-841-3386 to register.

<u>Library:</u>

- Facilities
    - Week of February 27, staff plan to box up all books on perimeter and store in meeting room. Painters will then paint the walls and columns. Carpet installation will begin March 6. After carpet is installed, new wall shelving will be installed on perimeter. Books will then be brought up from meeting room to go back on shelves.
    - New café style tables as well as the 2 self-checkout pods are at warehouse waiting to be delivered.
- AARP
    - AARP will be doing free tax aide in the library every Wednesday and Friday 9:00-12:30 as in previous years.
    - Patrons should bring last year's tax return and all of their tax documents they have.
    - Patrons don't need an appointment, they can just walk in.
    - Those who made appointments in January will be seen first on their appointment days and times and walk-ins will be seen after.
    - AARP does not take phone appointments and we are not able to take messages to deliver to AARP volunteers.
- Hotspots for checkout
    - We now have 5 Hotspots for checkout.
    - Please see the circulation desk upstairs to check one out.
- Programming:
    - We have four storytimes each week.
    - We continue to have TCS class visits on Wednesday-Friday mornings.
    - Children's Arts and Crafts are held weekly on Thursdays at 3:00
    - Children's Art Appreciation is held on the third Friday of the month at 3:00.
    - Crazy 8's Math Club is back every Wednesday for ages K-5!
    - Teen volunteers are helping with daily tasks such as shelf reading and cleaning after school.

- Knit and Crochet meet every Monday
- Great Courses returned after winter break with "Wonders of the National Parks" on January 17th
- Adult crafts were held December 8th
  - Using donated beads from Bonnie Jenkins of the LAB, 23 patrons made beautiful necklaces and bracelets just in time for a gift for the holidays!
- Yoga with Mi Sun is back in Veteran's Park on Friday mornings and enjoying the gorgeous weather!
- Book Club was held December 1st
  - 13 book club members discussed the book The Many Daughters of Afong Moy by Jamie Ford
- Senior Appreciation Bingo sponsored and presented by Dedicated Senior Medical Center
  - 10 seniors attended Bingo night!

- Friends of the Library
  - Friends has a SeaWorld Raffle basket drawing February 17th
    - Includes stuffed Shamu whale toy and 2 single-day adult tickets to and SeaWorld Park!

5) New Business:

- RFQ Master Planning Osborne and Community Center

Director Sherman discussed the RFQ Master Planning progress for Osborne Park and the Community Center, which the staff intends to make part of Leisure Services upcoming budget.

6) Old Business:

- CIP Projects

Director Sherman stated that the boat ramp costs for replacement by Engenuity Group were higher than anticipated so the Village was looking at getting additional estimates.

7) Member Comments:

None.

8) Staff Comments:

None.

9) Adjournment:

Stephen Heiman made a motion to adjourn; seconded by Don Grill. All members were in favor. Meeting adjourned at 7:58pm.

THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Business Advisory Board

MINUTES

Library Obert Room

Tuesday, February 21, 2023
5:30 pm

1. Call to Order: Russ Ruskay called the meeting to begin at 5:35 pm.

2. Roll Call:
   Present: Marshall Gillespie, Veronica Frehm, Ron Lantz, Nathan Kennedy
   Absent: Adam Jones, Nina Balgar, David Talley,
   Also Present: Russ Ruskay, Director of Special Projects

3. Approval of Minutes: Motion to approve by Ron Lantz. Second by Dave Talley

4. Public Comments: None.

5. New Business:

   - A long discussion took place regarding the previously discussed SWOT exercise. The board originally discussed doing a SWOT exercise under the previous Village Manager's recommendation. Each member expressed their opinion of both the pros and cons of an advisory board taking this type of exercise. The opinion of most members was that a SWOT exercise did not seem to align with their role as an advisory committee. The consensus was not to take on a SWOT exercise.

6. Old Business:
   - Staff reviewed all the terms and reappointments for current members. Discussion also took place reviewing the new Advisory Board policies recently approved by the Town Council. Staff made the board aware of the new absentee provision along with the requirement for a regularly scheduled monthly meeting.

The main topic discussed was the new policy regarding members missing meetings. It was made clear there are not excused absences, a missed meeting is simply a missed meeting. There is, however, an appeal process through the Village Managers office regarding reinstatement. The board was in support of the new policies and regulations and feel this will make for a much stronger board. The selection of a new Chairmen and Vice Chair will take place at the next regularly scheduled meeting.

7. Board Member Comments:

    - None

8. Staff Comments:

    - Russ brought up his concern about the lack of attendance at the networking events along with the lack of interest regarding the number of businesses calling for assistance or information. Russ will be monitoring the number of hits on the new NPB-BIZ website.
    - After a lengthily conversation from the members regarding this issue, Russ made a recommendation to send out a survey to our local businesses to get a better understanding on what they are most interested in or concerned about. Russ will present a draft survey to the board for their input.

9. Adjournment:

    - Motion to adjourn by Ron Lantz. Seconded by Dave Talley.

Meeting adjourned at 6:15 pm.

VILLAGE OF NORTH PALM BEACH
LIBRARY ADVISORY BOARD MEETING MINUTES
FEBRUARY 28, 2023

CALL TO ORDER
Chairperson Christine DelGuzzi called the meeting to order at 7:02 PM.

ROLL CALL

Present: Meagan Hurd, Children's Librarian
Christine DelGuzzi, Chairperson
Phyllis Wissner, Vice Chairperson
Bonnie Jenkins, Secretary
Tina Chippas, Member
Carolyn Kost, Member
Brad Avakian, Member
Leslie Metz, Member
William Luzuriagga - Public

APPROVAL OF MINUTES
Tina Chippas made a motion to accept the Minutes for the January 24, 2023 meeting. Phyllis Wissner seconded the motion, which passed with a unanimous vote.

LIBRARIAN'S REPORT
Meagan Hurd reported the following:

- Facilities:
  - The upstairs remodel has begun. Books shelved along the walls have been boxed and temporarily moved to the Obert Room.
  - Old shelving has been removed; painting will start March 2nd.
  - New carpet will come in starting March 6th.
  - New wall shelving will be installed starting March 13th.
  - Select books and DVDs will be available for checkout during that time; inaccessible books will be placed on hold for the patron.
  - Limited service will begin upstairs on March 14th.
  - Decorative North Palm Beach Ship's Wheels are on order as are new tables.

- Staff:
  - Welcome to new Library Clerk Suzanne Wilson. Ms. Wilson is a longtime patron and volunteer.
  - One position remains open.
  - Training:
    - Library Manager Julie Morrell has received cross training in RecTrac, software used by Recreation to handle scheduling, point of sale, facility reservations and other modules.

- Children's Programming:

- There are four story times each week averaging 26 parents and children in attendance.
- Junior League Storytime continues to be held the first Saturday of the month.
- TCS class visits take place Wednesday through Friday.
- Children's Arts and Crafts continues weekly on Thursdays.
- Children's Art Appreciation is held the third Friday of the month.
    - This month children decorated wooden jewelry boxes.
- Crazy 8's Math Club has been held weekly on Wednesday for ages K-5. March 1st will be the last meeting for the season.

- Teen Programming:
    - Teen volunteers help with daily tasks such as shelf cleaning.

- Adult Programming:
    - Knit and Crochet meets on Mondays with an average of 12.
    - Yoga continues in Veteran's Park with Mi Sun.
    - Book Club met January 5th for coffee and cookies and discussed *The Measure* by Nikki Erlick.
    - Great Courses Lectures topic beginning January 17th is "Wonders of the National Parks".
    - Adult crafts on January 19th created Valentine's inspiring hanging terrariums.

- Friends of the Library
    - Friends January/February raffle basket included a stuffed Shamu whale toy and two single-day adult tickets to any SeaWorld Park.

- Circulation continues to increase overall

OLD BUSINESS
There was none.

NEW BUSINESS
There was none.

QUESTIONS AND ANSWERS
There was none.

ADJOURNMENT
Tina Chippas motioned to adjourn the meeting. Leslie Metz seconded the motion and the meeting adjourned at 7:09 PM.

The next meeting will be Tuesday, March 28, 2023, at 7:00 PM in the Obert Room.

Respectfully submitted by Bonnie Jenkins

Village of North Palm Beach

Audit Committee Agenda

March 7, 2023 5:30 pm

1. Call to Order
2. Approval of Minutes
3. Comments on PFM Quarterly Report
4. Audit Presentation
5. New Business
6. Adjourn

VILLAGE OF NORTH PALM BEACH
PARKS AND RECREATION

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: April 13, 2023

SUBJECT: **RESOLUTION** – Accepting a proposal from Play Space Services, Inc. to purchase and install Additional Turf at the Anchorage Park Playground and authorizing execution of a Contract

Background:

The new Anchorage Park playground officially opened on March 16, 2023. Although the main part of the playground contains artificial turf as the flooring, staff purchased mulch for the swing set and spin piece areas to remain under budget. Residents, however, have voiced their concerns over aesthetics and safety (for example, mulch has been consistently spilling onto the new turf) and would like to see the mulch replaced with artificial turf to match the rest of the playground.

Play Space Services, Inc. provided a proposal to remove all the mulch and install additional turf. Play Space Services Inc. is the same company that installed the new playground equipment. The total cost of the proposal amounts to $66,019. The proposal includes the removal of 116 cubic yards of old mulch, as well as the installation of new borders, a compacted stone base, safety foam, silica sand infill, and artificial turf.

Pricing:

The proposal from Play Space Services, Inc. is based on pricing established in an existing contract with Clay County (Bid No. 18/19-2), which was recently extended through May 2023. The Village's purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts. A secondary quote was obtained from a qualified vendor to verify "fair market value" as required by the Village's purchasing policies and procedures.

Funding:

A total of $560,000 was set aside in the Village's Capital Improvement Plan (CIP) Fund for various parks and recreation projects. Funds held in the Village's CIP Fund are transferred to the project account when the item is ready to be purchased. The following budget amendment is required to provide the necessary funding for this project:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K8028-66210	Construction & Major Renovation	$66,019	
K5541-66000	Reserve Expenses - Capital		$66,019
Total Capital Projects Fund		**$66,019**	**$66,019**

The attached Resolution has been prepared and/or reviewed by the Village Attorney for legal sufficiency.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal submitted by Play Space Services, Inc. to purchase and install additional turf at the Anchorage Park Playground in an amount not to exceed $66,019, with funds expended from Account Number K8028-66210 (Recreation – Construction & Major Renovation), and authorizing the Mayor and Village Clerk to execute a Contract for such services and the required budget amendment in accordance with Village policies and procedures.

RESOLUTION 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A PROPOSAL FROM PLAY SPACE SERVICES, INC. FOR THE INSTALLATION OF ARTIFICIAL TURF AT THE ANCHORAGE PARK PLAYGROUND PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CLAY COUNTY CONTRACT; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; APPROVING A BUDGET AMENDMENT TO TRANSFER FUNDS FROM THE CAPITAL RESERVE ACCOUNT TO THE RECREATION CONSTRUCTION AND MAJOR RENOVATION CAPITAL ACCOUNT TO FUND THE PURCHASE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommends accepting the proposal from Play Space Services, Inc., for the installation of additional artificial turf at the Anchorage Park playground utilizing pricing established in an existing Clay County Contract (RFP No. 18/19-2 – Various Equipment and Amenities for Parks and Playgrounds); and

WHEREAS, in order to fund the purchase, the Village Council wishes to amend the Capital Projects Fund Budget to transfer $66,019 from the Capital Reserve Account to the Recreation Construction and Major Renovation Capital Account; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby accepts the proposal from Play Space Services, Inc., for the installation of additional artificial turf at the Anchorage Park playground utilizing pricing established in an existing Clay County Contract (RFP No. 18/19-2 – Various Equipment and Amenities for Parks and Playgrounds) at a total cost of $66,019, with funds expended from Account No. K8028-66210 (Recreation – Construction & Major Renovation). The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for such materials and services, a copy of which is attached hereto and incorporated herein by reference.

Section 3. In order to fund this purchase, the Village Council hereby approves the following budget amendment:

Budget Amendment:

Account	**Description**	**Use**	**Source**
Capital Projects Fund:			
K8028-66210	Construction & Major Renovation	$66,019	
K5541-66000	Reserve Expenses - Capital		$66,019
Total Capital Projects Fund		**$66,019**	**$66,019**

Section 4. The Mayor and Village Clerk are hereby authorized and directed to execute the budget amendment for and on behalf of the Village of North Palm Beach.

Section 5. All resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2023, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and PLAY SPACE SERVICES, INC., 3125 Skyway Circle, Melbourne, Florida 32934, a Florida limited liability company (hereinafter "CONTRACTOR"), whose F.E.I. Number is 59-3136444.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to install additional artificial turf at the Anchorage Park playground; and

WHEREAS, Clay County, through its competitive selection process, awarded a Contract for Various Equipment and Amenities for Parks and Playgrounds (RFP No. 18/19-2) ("Clay County Contract") to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR, who installed the playground equipment and the existing artificial turf, provide the requested services based on the pricing established in the Clay County Contract; and

WHEREAS, as authorized by the VILLAGE's purchasing policies and procedures, the VILLAGE desires to retain CONTRACTOR's services by "piggy-backing" the Clay County Contract, including all terms, conditions and pricing set forth therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. CLAY COUNTY Contract. Clay County's Contract for Various Equipment and Amenities for Parks and Playgrounds (RFP No. 18/19-2) with CONTRACTOR, attached hereto as Exhibit "A," and incorporated herein by reference.

3. CONTRACTOR's Services and Time of Completion.

A. In accordance with the terms and conditions of the Clay County Contract and at the direction of the VILLAGE, CONTRACTOR shall artificial turf under the swing set and spin piece at Anchorage Park in accordance with is Proposal dated April 3, 2023, attached hereto as Exhibit "B" and incorporated herein by reference.

B. The total cost of such services shall not exceed **$66,019.00**.

C. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within ninety (90) days of such written notice.

4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

A. This Contract
B. Exhibit "A" (CLAY COUNTY Contract)
C. Exhibit "B" (CONTRACTOR'S Proposal)

5. Compensation to CONTRACTOR. Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(B) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

6. Term and Termination.

A. This Contract shall be for the term as indicated in the Clay County Contract. Extensions or renewals to the Clay County Contract or any modification including new products, terms, or price changes to the Clay County Contract shall be submitted by CONTRACTOR to the VILLAGE for approval. In the event the Clay County Contract expires and no new contract is let by the Clay County, the VILLAGE reserves the right, upon written agreement with CONTRACTOR to renew this Contract under the same terms and conditions for an additional period of one (1) year.

B. This Contract may be terminated by the VILLAGE, with or without cause, upon providing ten (10) days' notice to CONTRACTOR. This Contract may be terminated by CONTRACTOR upon providing thirty (30) days' notice to the VILLAGE. Upon any such termination, CONTRACTOR waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless the CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for all services satisfactorily performed through the date of termination.

7. Insurance. CONTRACTOR shall obtain and maintain during the term of this Contract all insurance required under the Clay County Contract, with the VILLAGE named as an additional insured.

8. Indemnification.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not

limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

9. Compliance with all Laws, Regulations and Ordinances. In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

10. Warranty/Guaranty. Unless a longer period is stated in the Clay County Contract, CONTRACTOR warrants that its goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and services.

11. Access/Audits. CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

12. Miscellaneous Provisions.

A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

B. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties **knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.

C. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable

attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

D. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

E. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.

F. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

G. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

H. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public requires required by the VILLAGE to perform the service.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.

4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

I. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

PLAY SPACE SERVICES, INC.

By: _____

Print Name:_____

Position:_____

VILLAGE OF NORTH PALM BEACH

By: _____
DAVID NORRIS
MAYOR

ATTEST:

BY:_____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY

Play Space Services, Inc.
Innovative Solutions

3127 Skyway Circle # 101
Melbourne, Fl. 32934
Phone 1-321-775-0600 Fax 1-321-242-2216
Toll Free - 888-653-7529

PROPOSAL

Date: 4/3/2023

Proposal # 23448

Payment Terms: Net 30

Customer Phone:

Customer Fax:

Proposal Valid Until: 5/3/2023

Organization: Village of North Palm Beach
603 Anchorage Dr.
North Palm Beach, FL 33408

Project: Turf and Signage

Ship To: Anchorage Park
603 Anchorage Park Dr
North Palm Beach, FL 33408

Prepared for: Stephen Poh

Sales Rep MH

DESCRIPTION
INSTALLATION IS BASED ON ARC PROPOSAL # 25019
Supply, delivery and installation of Playground Grass: Academy by ForeverLawn (15 year warranty) swing Area, Spinmax, and Merry go round using 100% plastic EPS perimeter nailer boards, staples every 1" around the perimeter, compacted stone base, 2,200sf 2" Safety Foam Pro 400sf 1" Safety Foam Pro, Silica Sand Infill, removal of EWF is included, disposal is not included. Project Size: 2,893 SF Price based on Clay County School District #18/19-2; $23.00 per sqft TOTAL: $66,539.00
Additional Discount on Safety Surfacing TOTAL: -$2,372.00
Installation of: - (20) Borders - (1) Custom Sign (Concrete Footers Included) Price based on Clay County School District #18/19-2; Maintenance Rate of $197.50 per hour plus a Mobilization per day. (1 Day) TOTAL: $1,852.00
- (116 CY) Load old EWF Mulch on to a dump truck for relocation to another park within a 5 mile radius from Anchorage Park. ***Reinstalling the old EWF at the new location is not part of this estimate.*** TOTAL: No Charge
INCLUSIONS: Proposal includes the following: labor and insurance in accordance with manufacturer specifications. State of Florida Contractors Licensing.
EXCLUSIONS: Proposal does not include the following: prevailing wage differences, performance bonds, site damages for sprinkler systems and sod, and access to construction site, additional insurance, union fees, fall height testing, drainage, plans, engineered drawings.

100% Financing Available - Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal

Sales Tax (0.00)

TOTAL

Signature: Print Name/Title: _____ Date _____ P.O. #_____

The above quotation is based upon site access for heay equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.

3127 Skyway Circle # 101
Melbourne, Fl. 32934
Phone 1-321-775-0600 Fax 1-321-242-2216
Toll Free - 888-653-7529

PROPOSAL

Date: 4/3/2023

Proposal # 23448

Payment Terms: Net 30

Customer Phone:

Customer Fax:

Proposal Valid Until: 5/3/2023

Organization: Village of North Palm Beach
603 Anchorage Dr.
North Palm Beach, FL 33408

Project: Turf and Signage
Anchorage Park

Ship To 603 Anchorage Park Dr
North Palm Beach, FL 33408

Prepared for: Stephen Poh

Sales Rep MH

DESCRIPTION

Items to be managed by customer unless otherwise stated in proposal:

- Site security and safety requirements while job is in progress.
- Customer to provide 110 electrical power and water required for proper installation
- All underground utilities be marked prior to installation.
- Provide waste receptacle to accommodate construction debris.
- Provide benchmark for required elevation to be established.
- Complete site preparation , excavation and disposal of spoil.
- Provide required permitting and administration.
- Landscaping.
- Masonry repairs.

PROJECT NOTES:

- Pricing is based on unrestricted access to site for large machinery
- Pricing is based on staging/delivery area being next to installation area
- Pricing is based on offloading of equipment on site and immediate installation
- Customer is responsible for verifying the accuracy of all quantities and dimensions included in this estimate.

*Total Price reflects all portions of the project being accepted. Should any portion of the job not be picked up, a new quote will be generated.

100% Financing Available - Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal	$66,019.00
Sales Tax (0.00)	$0.00
TOTAL	$66,019.00

In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Signature: _____... Print Name/Title: _____ Date _____P.O. #_____

The above quotation is based upon site access for heay equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.

FINANCE AND AUDIT COMMITTEE
MEETING AGENDA
May 17, 2022
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston Street,
Green Cove Springs, FL 32043
1:00 PM

PUBLIC COMMENTS

BUSINESS

1. Award of Bid No. 21/22-36, Right-Of-Way Mowing (North) (RE-BID) and Accompanying Agreement (T.Gardner)

   1) Approval to post notice of intent and award Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

   2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

   Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

2. Award of Bid No. 21/22-37, Right-Of-Way Mowing (South) (RE-BID) and Approval of Accompanying Agreement (T.Gardner)

   1) Approval to post notice of intent and award Bid No. 21/22-37, Right-of-Way Mowing (South) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

   2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

   Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

3. Rejection of bid submittals for Bid No. 20/21-45, CR 220 At Town Center

Blvd. Intersection Improvement Project (K. Smith)

Approval to reject the two bids received for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project due to budget concerns. Both bids received are over budget. This project is funded by a Local Agency Program Agreement with FDOT. The project will be re-bid allowing for additional time to secure construction materials and complete the project.

4. First Renewal to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds (K.Smith/J.Pierce)

   Approval of first renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.

5. Memorandum of Understanding with Jacksonville Transportation Authority Re: Transit Study (T.Nagle)

   Approval of Memorandum of Understanding with Jacksonville Transportation Authority (JTA) agreeing to enter into a cooperative relationship to conduct a Clay County Transit Study to better understand the needs of commuters in the study area. The County will reimburse JTA once the Study is completed. The County and JTA agree to split the cost of the Study equally 50/50. In no event shall the County's nor JTA's portion of the cost exceed $100,000. JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023. Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure

6. Budget Resolutions for Grant Awards (M. Mosley)

   Approval of the following two (2) budget resolutions for grant awards under $50,000:

   1. Humanities Grant for Libraries-ARPA: $10,000 awarded by the American Libraries Association (National Endowment for the Humanities) to support humanities public programming. Funding Source: General Fund Grant Revenue / Federal Grants - Culture and Recreation
   2. FDOT Local Agency Program Agreement #G1R36: $35,000 awarded by the Florida Department of Transportation Local Agency Program to be used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road. Funding Source: Capital Improvement Plan (CIP) Projects Fund Grant Revenue / FDOT Safety - LAP Grants

7. TDC Event Grant Requests (K. Morgan)
   Approval of the Tourist Development Council's (TDC) recommendations of the following grants:

   1.) May 28-29, 2022 Girls Lacrosse Showcase - Sports Grant (600 athletes, coaches, families and collegiate scouts) - Recommended Grant Award will be $12,000 with the contingency that if the County can purchase required lacrosse equipment, there will be no need for an equipment rental expense. Tournament must also be a Stay-to-Play tournament with no other rebates.

   2.) August 20-21, 2022 Girls Lacrosse Showcase - Sports Grant (Originally scheduled for May 20-21 but moved to August 20-21 - 70 teams with approximately 18 players per team, coaches, families and collegiate scouts) - Recommended Grant Award will be $10,000 with the contingency that if the County can purchase additional required lacrosse equipment within a budget of $15,000. Tournament must also be a Stay-to-Play tournament with no rebates.

   3.) Bella Notte, A Night of Art Under the Stars - Special Event Marketing Grant (September 15) - Recommended Grant Award of $3,500 reimbursable marketing grant.

   4.) Rock the Box 2 - Special Event Marketing Grant (August 13) - Recommended Grant Award of $3,000 reimbursable marketing grant.

   Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants

8. FY21/22 Budget Adjustments Within Non Capital Improvement Element (R.Kantor)
   Approval of budget adjustment within the Capital Improvement Plan (CIP) Projects Fund (Non Capital Improvement Element CC1232) in the amount of $81,265 to align budgets with bids for the Kingsley Lake and Thunderbolt Elementary to Calming Waters Sidewalk Projects. The CR218 Beyond Taylor Road Sidewalk Project will be deferred to FY22/23. Funding Source: Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road

COUNTY MANAGER

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator by mail at Post Office Box 1366, Green Cove Springs, FL 32043, or by telephone at number (904) 269-6347 no later than three (3) days prior to the hearing or

proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice), or 1-800-955-8771 (TDD).

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee DATE:

FROM: Karen Smith, Administrative
and Contractual Services

SUBJECT:
1) Approval to post notice of intent and award Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
The purpose of this bid is to provide roadside right-of-way mowing services for the County's North locations. Locations are further described in Appendix A of the bid. Services include litter removal, edging, mowing and trimming.

This is the second time bidding due to lack of interest from mowing contractors. The bid was sent to 35 vendors with 1 bid received.

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
Yes

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

Account # FD1001-CC1203-SC546100 Amount - Unit prices as needed

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

Planning Requirements:
Public Hearing Required (Yes\No):
No

Hearing Type:

Initiated By:

Not applicable

ATTACHMENTS:

Description

- Memo - Rec / Appen A/ score / scope / email list
- agreement north

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	5/11/2022 - 4:37 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/11/2022 - 4:43 PM	AnswerNotes

BID RECOMMENDATION

Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID

BIDDERS	BID TOTAL
Greenway Lawn & Landscape, LLC	$185,260.40

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME	TITLE
Teresa Gardner	Public Works Director

FUNDING SOURCE: Public Works- Repairs and Maintenance

RECOMMENDATION:

Greenway Lawn & Landscape, LLC.

If only one bid is received, state reason why accepted and not re-bidding:

Public Works reviewed the cost per acreage and linear foot prices bid and believe the unit cost is fair given the current labor shortage and labor cost issues. It is also not feasible for Public Works to complete the mowing in-house in a reasonable timeframe.

BID TABULATION FORM

Bid: 21/22-36 | Date: May 3, 2022

Proj: Right-of-Way Mowing (North) RE-BID | Time Open: 9:05 AM

Ad: Clay Today, April 7, 2022 | Time Close: 9:07 AM

This is a generic tabulation form; all required documents will be verified prior to recommendation.

Bids to be evaluated based on criteria established in bid document

Bidder		Bid Bond	Local Preference	Total Cost
1	Greenway Lawn & Landscape	Yes	Yes	$185,260.40
2				
3				

*Staff will review the proposals and present a recommendation to the Finance and Audit Committtee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in Bid document. Items above are subject to full review and evaluation of submittal.

BID NO. 21/22-36, RIGHT-OF-WAY MOWING (NORTH) RE-BID

PRICE SHEET

(Total shall include scope of services for Right-of-Way Mowing (North) in accordance with locations and frequency listed in the bid and Appendix A)

RIGHT-OF-WAY MOWING (NORTH) (for 8 cut cycles)

ITEM	DESCRIPTION	Unit	Unit Price	Estimated Quantity	Extended Total
1	Litter Removal	Acre	20.00	1,858.08	37,161.60
2	Mowing and Trimmimg	Acre	45.00	1,858.08	83,613.60
3	Edging	LF	0.05	1,289,704	64,485.20

***An equipment list shall be submitted with the bid response.**

Total cost per specifications of extended totals for items 1- 3 above: $ 185,260.40

Total Bid Written Words:

one hundred eighty-five thousand two hundred sixty + 40/100

COMPANY NAME: GreenWay Lawn + Landscape

**The County reserves the right to request a more defined schedule of values from contractors.

Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days. The term bid bond shall include bonds or cashier or certified checks payable to the County.

BID NO. 21/22-36, RIGHT-OF-WAY MOWING (NORTH) RE-BID

CORPORATE DETAILS:

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Greenway Lawn + Landscape LLC

ADDRESS: 4930 Spring Park Rd
Jacksonville, Fla 32207

TELEPHONE: 904-662-3059

FAX #:

E-MAIL: JDGreenwayLawns@gmail.com

Name of Person submitting Bid: JD Nixon

Title: CEO

Signature:

Date: 4.29.22

CONTRACT EXECUTION INFORMATION:

DESIGNATED SIGNEE: JD. Nixon

MAILING ADDRESS: 4930 Spring Park Rd
Jacksonville, Fla 32207

EMAIL: JDGreenwayLawns@gmail.com

ADDENDA ACKNOWLEDGMENT:
Bidder acknowledges receipt of the following addendum:

Addendum No. ____ Date: 4.29.22 Acknowledged by: JD Nixon
Addendum No. ____ Date: 4.29.22 Acknowledged by: JD Nixon
Addendum No. ____ Date: 4.29.22 Acknowledged by: JD Nixon.

APPENDIX A RIGHT-OF-WAY MOWING (NORTH)

ROAD	START	FINISH	LENGTH	LENGTH LEFT	LENGTH RIGHT	ACRES
PEORIA DR*	COLLEGE DR	R/R TRACKS	3,616	30	30	4.98
DOCTORS LAKE DR*	PEORIA RD	COUNTY LINE	18,657	17.5	17.5	14.98
MOODY AVE*	PEORIA RD	COUNTY LINE	19,200	20	20	17.63
CHALLENGER DR *	OLD JENNINGS	BRANNAN OAKS DRIVE	10,900	0	50	12.51
CHALLENGER DR *	OAK LEAF LN	KINDLEWOOD DR	4,010	0	40	3.68
CHALLENGER DR *	KINDLEWOOD DR	END/S.R. 23 ON RAMP(INCLUDE UNDERPASS)	1,940		15	0.67
CHALLENGER DR	OLD JENNINGS	END/S.R. 23 ON RAMP(INCLUDE UNDERPASS)	16,850	21	0	8.12
KINDLEWOOD DR	CHALLENGER DR	END OF MAINTENANCE	3,650	21	21	3.52
TRAIL RIDGE RD*	DISCOVERY DR	TYNES BLVD	4,928	17	18	3.95
DISCOVERY DR *	OLD JENNINGS RD	OAKLEAF PLANTATION PKWY	15,025	0	23	7.93
DISCOVERY DR	OLD JENNINGS RD	OAKLEAF PLANTATION PKWY	15,025	21	0	7.24
OLD JENNINGS RD	LIVE OAK	CHALLENGER DR	16,558	24	26	19.00
TYNES BLVD*	OLD JENNINGS	PINE RIDGE COMMUNITY ENTRANCE	2,200	25	42	3.03
LONG BAY RD	BLANDING BLVD (SR21)	OLD JENNINGS RD	13,300	24	21	13.78
CR 220B	LONG BAY RD	BLANDING BLVD (SR21)	2,200	25	25	2.58
OLD JENNINGS RD*	CHALLENGER	SR 21 (BLANDING BLVD)	4,680	12	14	2.79
HENLEY RD*	CR 220	BLANDING BLVD	7,590	10	13.5	4.09
CR 220	BAXLEY RD	HENLEY RD	6,730	27	38	10.04
BAXLEY RD	CR 220	BLANDING BLVD (SR21)	2,580	17	30	2.78
CR 220	BLANDING BLVD (SR21)	BAXLEY RD	9,735	30	42	16.09
CR 220	HENLEY RD	LITTLE BLACK CREEK BRIDGE	3,940	35	28	5.70
CR 220*	LITTLE BLACK CREEK BRIDGE	KNIGHT BOXX RD	1,790	20	20	1.64
KNIGHT BOXX*	CR220	BLANDING BLVD	6,185	14	18	4.54
WASHINGTON AVE*	CLEVELAND AVE	POND 22	8,500	7.5	7.5	2.93
CLEVELAND AVE*	WASHINGTON AVE	BLANDING BLVD	4,000	12	12	2.20
HENLEY RD*	BLACK CREEK BRIDGE	CR220	5,170	13	13	3.08
HENLEY RD/ RIO BLANCA*	CR209	BYRON RD	910	30	38	1.42
HENLEY RD*	SANDRIDGE RD	CR209	11,830	20	21	11.11
HENLEY RD*	CR 218	SANDRIDGE RD	5,882	15	11	3.51
CR 315A	CR 315	SR 16	5,950	25	25	6.83
HIBERNIA RD*	US17	PINE AVE	2,200	24	30	2.73
PINE AVE*	HIBERNIA	US17/ RAGGETY POINT	21,000	28	26	26.03
BALD EAGLE DR*	US17	PINE AVE	1,000	25	25	1.15
				TOTAL LF-ROW-EDGING		**161,213**
				TOTAL ACRES-ROW-LITTER		**232.26**
				TOTAL ACRES-ROW-MOW		**232.26**

**** Linear Footage (Area) to be Edged Item 3 Price Sheet***

BID NO. 21/22-36, RIGHT-OF-WAY MOWING (NORTH) RE-BID

PURPOSE

Clay County is seeking services for roadside right-of-way mowing. Grass and vegetation shall be mowed with conventional mowing equipment. Use of specialized equipment or hand labor shall be required to perform work in certain areas or during certain times. Vegetation consists of planted and/or natural grasses, weeds, and other plant life within the area to be mowed.

SCOPE OF SERVICES

1. LABOR, MATERIALS AND ON-SITE IDENTIFICATIONS:

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work required in the scope of this bid. All vehicles and equipment used by the contractor shall be marked clearly and legibly with the contractor's name and phone number.

2. AUTHORITY OF THE PROJECT MANAGER:

All work shall be done to the satisfaction of the County's Project Manager. The primary authority of the project manager shall be to evaluate the contractor's work for compliance with the bid requirements. At no time shall the project manager supervise the contractor's workforce nor create any responsibility for the acts or omissions of the contractor, subcontractor or supplier during the resulting contract period.

3. CONTRACTOR'S SUPERINTENDENT AND SINGLE POINT OF CONTACT PERSON:

The contractor's Superintendent shall be designated as the "single point of contact person" for the resulting contract of this bid. The superintendent shall be the liaison with the County for all communication and be readily available via phone or E-mail. The contractor's superintendent shall notify the County's project manager each workday before 8:00 AM of where crews shall be working that date, confirm areas worked/completed the day before and list any items of possible concern either for the contractor or the county.

The contractor shall be responsible for inspecting and verifying that all roads reported as being complete meet the quality standards set forth in the bid requirements. This verification shall be in writing or E-mail to the County's Project Manager. This verification shall state that the listed areas have been mowed, trimmed, edged and debris removed all in accordance with the scope of work.

If on inspection by the County's Project Manager, the completed road(s) are found to be deficient, the Project Manager shall contact the contractor's superintendent and advise in

writing that the purported completed areas are deficient and describe those deficiencies. The contractor shall have (48) hours to correct the stated deficiencies, weather permitting.

Upon completion of remedial work, the contractor's superintendent shall notify the Project Manager that all remedial work has been completed. If the Project Manager determines that a section of the pond remains deficient following the remedial work, the contractor shall be issued a second written statement of observed deficiencies and the corrective action cycle shall be repeated. If the remedial work is not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the contractor's next invoice.

4. MAINTENANCE OF TRAFFIC:

It shall be the contractor's responsibility to develop a traffic control plan and receive approval of the Project Manager prior to beginning work.

Traffic control shall be accomplished in accordance with the FDOT Manual on Uniform Traffic Control Devices and the FDOT Standard Plans, latest edition. No separate payment shall be made for traffic control.

Some roadway segments may have limited access. These segments may require special attention with respect to traffic control.

5. WORKSITE TRAFFIC SUPERVISOR:

The contractor shall have a Worksite Traffic Supervisor whose responsibility shall be to initiate, install and maintain traffic control devices. The Worksite Traffic Supervisor shall have a minimum of one-year experience in worksite traffic control in a supervisory or responsible capacity.

The Worksite Traffic Supervisor shall review the project daily and be involved in any changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and material needed to always maintain traffic control and handle traffic related situations and shall insure that deficiencies in traffic control are corrected.

Failure of the contractor to comply with the above provisions shall result in a temporary suspension of work and a request to immediately vacate the work site. Continuance of work shall be allowed only after traffic control is approved and in operation.

6. OBSTRUCTION BY OTHER WORK:

If access to work sites is obstructed by construction, the contractor shall immediately notify the Project Manager to coordinate work around the area of construction. At no time shall the contractor be entitled to compensation or adjustments for work that was deleted or delayed due to such construction.

7. PERMITS, FEES AND NOTIFICATIONS:

It shall be the contractor's responsibility to conduct the work in accordance with required.

8. HAZARDOUS AND/OR TOXIC WASTE AND POLLUTANTS:

Should the contractor encounter or expose a condition that may indicate the presence of hazardous and/or toxic wastes or pollutants, all operations in the immediate vicinity shall be discontinued and the Project Manager shall be notified immediately. When encountered, the contractor shall make every effort to minimize the spread of hazardous and/or toxic wastes or pollutants into uncontaminated areas.

Disposition of the hazardous and/or toxic wastes or pollutants shall be done by others, not the contractor. The contractor's operation shall not resume in such areas until so directed by the Project Manager.

9. RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The contractor shall use due care to avoid damaging all property associated with, adjacent to or in any way affected by the work being performed. This applies to private property as well as public property and all utilities that may exist within the work area. Included in this provision are privately owned items such as shrubbery, flower beds, irrigation systems (sprinkler heads), mailboxes and other items which may be located within the County's right-of-way or easements. The project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

Except for streetlights, traffic signs, guardrails, delineators and other traffic appurtenances, all repairs shall be made by the contractor at their expense. All repair work shall be completed prior to submitting an invoice for payment. Repair work performed by the contractor in an unsatisfactory manner may be repaired by the County with all incurred costs deducted from the contractor's billing.

Damaged streetlights and traffic items shall be repaired by the County at the current total cost of materials, labor, and equipment. Such total costs shall be deducted from moneys due to the contractor for work completed.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

10. PROVISIONS FOR CONVENIENCE OF PUBLIC:

The contractor shall schedule operations to minimize inconvenience to adjacent businesses and residents as well as vehicular traffic.

11. WORK HOURS:

In general, all work shall be performed during daylight hours. No work shall be done when weather conditions limit visibility to less than 500 feet. No work shall be permitted on Sundays or County Holidays without prior written permission of the Project Manager.

12. SUSPENSION OF WORK:

The Project Manager shall have the authority to suspend work, wholly or in part, for such periods as may be deemed necessary. These periods of suspension include adverse weather conditions, special events and other situations that may cause a hazardous condition for motorists and/or pedestrians. Such suspensions of work shall be ordered in writing explaining the reasons for the suspension. Normal operations shall resume as directed by the Project Manager. No additional compensation shall be applicable for delay.

13. ASSIGNMENT OF WORK TO OTHERS:

If the Project Manager determines that the contractor has fallen behind schedule by two (2) weeks or more, the County reserves the right to assign unfinished work on any cycle to another mowing Contractor or County forces. The contractor shall not be due any compensation for any work performed by another Contractor or County forces. This assignment of work may be made without declaring the contractor in default of the contract.

14. LIMITS OF PROJECT:

Work shall be performed only in County right-of-way or easements. The roadside right-of-way mowing locations are defined in Appendix A. The work consists of furnishing all labor and equipment and performing all operations necessary for grass mowing, grass trimming, edging, and litter removal within County right-of-way and easements, including sloped banks, grassed and landscaped roadsides. Care shall be taken so as not to disturb any private property.

The County reserves the right to modify the mowing schedule, suspend service, alter the area to be mowed, or cancel mowing of a site for any reason.

If the County identifies additional services and/or sites that are not covered under the original Agreement, such additional services may be made a part of this Agreement by a written Amendment.

15. SEQUENCE OF WORK:

The roadside rights-of-ways scheduled for mowing are listed in Appendix A. The contractor shall present as a project submittal a proposed schedule of operations to complete the proposed work within each allotted cycle and in accordance with the bid requirements. A two-week look ahead schedule shall be provided to the Project Manager on the 1st and 3rd week of each month. The two-week look ahead shall describe where each

crew shall be working on a specific date. The schedule shall describe a logical/geographically connected sequence to complete all work within the specified times and frequencies.

Cycle dates and the interim between cycles cannot be changed without the written consent of the Project Manager. Should the contractor desire to change the order of the schedule, such change(s) shall be brought to the attention of the Project Manager and shall require the Project Manager's approval, in writing. The general sequence of work under each cutting cycle for the contractor shall be as follows:

(1) Litter patrol and/or roadside litter removal.
(2) Mowing.
(3) Trimming.
(4) Edging (highlighted with * in Appendix A).
(5) Removing grass and debris on roadways, sidewalks and curb and gutter as applicable.
(6) Quality Control Inspection by contactor.
(7) Work complete report to Project Manager.

Note: For each road segment listed in Appendix A, work items numbered 1-6 shall be started and completed within a maximum of two (2) working days.

16. SCHEDULE OF WORK:

The work specified in these Contract Documents for the roadsides described in Appendix A, shall be performed in its entirety. Each cutting cycle is to be completed in its entirety prior to beginning the next cut.

The following schedule shall be used.

Cut No.	Beginning Date	Completion Date
1	April 1	April 30
2	May 1	May 31
3	June 1	June 30
4	July 1	July 31
5	August 1	August 31
6	September 1	September 30
7	October 1	October 31
8	November 1	November 30

*The first year cut cycle will not begin on April 1st and will be dependent upon the resulting contract's start date. Anticipated first year start date is June 1.

17. LIQUIDATED DAMAGES:

The contractor shall pay to the County liquidated damages in the amount of fifty dollars ($50.00) per workday for failure to complete the Contract work by the completion date specified above on each cut.

As an alternative, the County reserves the right to deduct unfinished work on any cut, which has fallen behind schedule. In such case, the County may assign the unfurnished work to another contractor or County forces. The contractor shall be held liable for any additional cost resulting from the assignment of unfinished work. Remedial work, which may be called for by the Project Manager for failure to adequately perform the work, and rain days shall not be considered justifiable cause for time extensions.

Allowing the contractor to continue to work, or any part of it, to completion, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due.

No liquidated damages shall be imposed for delays caused by the County.

18. **REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICE:**

If any defined action, duty or service, or part thereof, assigned is not performed by the contractor, the value of such action, duty or service, or part thereof, shall be determined and deducted from any invoice claiming such items for payment. If any action, duty or service, or part thereof, has been completed but is determined by the Project Manager to be unsatisfactory, the contractor shall be so notified and given an appropriate amount of time to correct the deficiency. The County shall withhold payment for unsatisfactory work until such time as the work is determined to be acceptable.

19. QUANTITIES:

Actual reimbursement to the contractor shall be based on the Unit Prices established in this bid and the resulting contract. No quantities are guaranteed. Payment quantities shall be determined by field verification with the Project Manager during the actual cut cycle.

20. QUALIFICATION OF PERSONNEL:

The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance.

21. LIMITATION OF OPERATION:

All moving equipment shall be operated in the same direction as the flow of vehicular traffic when being operated within ten feet (10') of any travel way. Exceptions shall be made only when the work site is protected by flaggers and warning devices in accordance with the FDOT MUTCD.

The contractor shall plan operations to minimize bridge crossings. When it is necessary for equipment to cross bridges, extreme care shall be taken using shoulder areas when present.

When crossing travel ways, the crossing shall be accomplished at a predetermined site that allows a safe and unobstructed site distance for oncoming traffic. The equipment operator shall stop before crossing traffic to allow approaching vehicles to pass. Traffic crossings shall be kept to a minimum.

No equipment shall be left overnight within the County's right-of-way or easement without permission from the Project Manager. Parking equipment in the medians shall not be permitted.

All service and supply operations shall be conducted at locations that shall not interfere with vehicular or pedestrian traffic and shall be outside the clear zone. Service vehicles shall be allowed in work areas only to repair or remove equipment, which has become inoperable.

22. SAFETY:

All vehicular equipment including riding mowers shall be equipped with safety devices and provide mowing equipment with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18-inch X 18-inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. All employees shall wear high visibility apparel that meets the standards for High-Visibility Safety Apparel as established by The American National Standards Institute (ANSI) while performing work on this project.

These requirements are to be considered as minimum and the adherence to them shall in no way relieve the contractor of the responsibility of ensuring the safety of employees and the public.

No separate payment shall be made for safety equipment and/or devices.

23. TOOLS AND EQUIPMENT:

It shall be the contractor's responsibility to determine the appropriate type, size and quantity of tools and equipment and the personnel necessary to complete the work called for in the time frame specified herein. An equipment list shall be submitted with the bid response.

All motorized equipment utilized by the contractor shall be painted a color of high visibility. Such equipment and attached safety devices, signs and lights shall be always maintained in proper working order. Approval of the contractor's equipment by the County shall not relieve the contractor of responsibility or liability for personal injury or property damage caused by the equipment operation.

Should the Project Manager determine that any of the equipment is deficient in safety devices, in poor working order or is damaging the turf, ground, curbing and/or pavement, the contractor shall be notified, and such equipment shall be promptly removed from service until the deficiency is corrected to the satisfaction of the Project Manager.

Equipment used to transport litter and debris shall be covered and constructed in such a manner as to prohibit distribution or loss of litter along the roadway.

Additional equipment may be requested by the Project Manager if it is determined that the contractor has insufficient equipment on the job to complete the work called for in the time frame specified. All additional equipment, when requested, shall meet the same equipment requirements specified herein.

The equipment used by the contractor shall be in good repair and shall be maintained to always produce a clean, sharp cut and a uniform distribution of the cuttings. The mowers shall be adjustable to produce a cut no higher than three-inches (3”). Mower blades shall be sharpened.

Equipment shall be required to adequately cut grass on overpasses, ditch banks, ditch bottoms and areas beyond the ditch banks within the right-of-way. Areas for which cutting, and trimming is required are not restricted to only those areas of tractor access. If a ditch bottom is too wet for tractor access (excluding those with standing water more than two inches (2”) deep or if an area such as a ditch bank or area beyond the ditch bank is not accessible by tractor, some other means of mowing shall be provided, such as an articulated arm mower, manual trimming, etc. Lack of suitable equipment on the site shall not be considered as a reason for not mowing an area. At no time shall equipment failure be deemed a reason for delay in work production.

The contractor shall be required to maintain as part of their inventory “front deck mowers” for narrow/small areas. This equipment shall be part of the “list of all equipment” required below.

24. MOWING:

24.01 DESCRIPTION

The work covered by this Section consists of the routine mowing of grassed and/or vegetated roadside areas with commercial grade, high production mowing equipment. Vegetation to be mowed shall include grass, vines, weeds and small trees, bushes, and shrubs with a stem diameter of up to two inches (2”) when measured six inches (6”) above the ground.

Grass clippings shall be cleared from sidewalks, drives, and parking areas immediately after each cutting. If at any time, after cutting, clippings should be left in visible clumps or piles, this excess shall be removed immediately.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

24.02 WIDTH OF CUT

The width of cut for all roads described in Appendix A shall be from right-of- way line to right-of-way line, including ditches, swales, and backslopes and medians for each road. The acreage for each site accounts for areas not to be cut (wooded areas, areas of ornamental shrubbery, asphalt pavement, sidewalks, etc.). Right-of-way or easement location shall be subject to concurrence of the Project Manager. The number of acres to be completed may vary per cycle when wildflowers are in bloom or are reseeding.

For roads where fence lines are located on the right-of-way line, mowing shall be accomplished within six inches (6") of the fence. Care shall be taken to avoid damage to the fences.

24.03 HEIGHT OF CUT

The height of cut for all sites shall be no higher than three-inches (3"). This includes the remaining trunk or stub of trees (2" diameter or less) and shrubs, which are to be cut. At no time shall the contractor allow mowers or trimmers to cut grass low enough to cause injury to the root system of the grass being mowed or that of adjacent trees and shrubs, which are to remain.

24.04 REMOVAL OF SMALL TREES AND SHRUBS

Small trees, bushes, and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground shall be either removed from the job site or consumed by the mowing operation.

Removal of small trees, limbs and/or branches that can be picked up by hand and that are less than 4 inches in diameter shall be the contractor's responsibility. Vegetation covered by this Section shall consist of all grass, part grass and part weed growth, or all weed growth, and all overhanging vine growth within the area to be mowed; vegetation may be dead or alive. All such material removed shall be disposed of at an appropriate landfill with payment incidental to the applicable item. However, when large trees, limbs and/or branches are encountered on site, the contractor shall notify the Project Manager to arrange for their removal. Mowing and trimming shall continue around such objects until they are removed.

No separate payment shall be made for collecting and removing any such small trees and/or shrubs from the job site.

24.05 REMOVAL OF LITTER AND LARGE DEBRIS

Litter and debris removal shall be performed each cut cycle. Prior to mowing and trimming, the contractor shall locate and remove from each site all large items of debris, which may be torn, ripped, or scattered by the mowers or trimmers. The method of removal shall be at the contractor's discretion. However, should the contractor fail to remove debris and its operation causes it to be scattered, payment for that site shall be withheld until all debris has been completely removed and disposed of. The litter shall be removed from the site prior to beginning any other work. Subdividing, ripping, or scattering litter by mowing shall not be allowed.

Litter and/or debris shall consist of various size bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, junk metal, brush, white goods, furniture, dead animals, and other items not considered normal to the right-of-way or easement. It is not intended that minute objects such as cigarette butts, chewing gum wrappers, and similarly sized items be included in the items to be removed from the cut area.

Any tires or white goods including, but not limited to, refrigerators, stoves, microwave ovens and air conditioners shall be reported to the Project Manager immediately upon their encounter. The Project Manager shall arrange for pickup by others.

Payment for this work shall be made at the respective Unit Price established in the Proposal for "Litter Removal".

The contractor shall notify the Project Manager of any dead animals encountered. The Project Manager shall be informed of the animal's location. The contractor shall not be responsible for the transport or disposal of dead animals.

25. <u>TRIM WORK (WEEDWHACKING/EDGING)</u>:

25.01 DESCRIPTION

The work covered by this Section consists of the routine trimming and edging of grass and the other vegetation with commercial grade, high production equipment. Trim work shall be accomplished around and/or along permanent objects including but not limited to, posts, poles, trees, shrubs, fences, sidewalks, columns, headwalls, etc. Unless otherwise specified, manual labor and equipment required to perform the work shall be incidental to the mowing being performed. Roads, with sidewalks or trails, requiring edging are highlighted with an asterisk (*) in Appendix A. Edging shall be paid for each road segment by the linear footage shown in Appendix A and measured per cut cycle.

25.02 SCHEDULE

The schedule for trim work shall be the same as that established for mowing and shall be accomplished concurrently with the mowing operations. The trim work may be performed before or after the mowing operations, but the time between litter pickup and reporting completion of all work at a location as described on the work complete report shall not exceed two (2) days.

25.03 DAMAGE PREVENTION AND SAFETY

Special care shall be taken when trimming around trees and/or shrubs to avoid damaging surface roots and bark as well as fences and other items which are subject to damage by the trimming operation. All equipment utilized for trim work shall be equipped with adequate safety devices to protect the operator from flying debris. It shall be the contractor's responsibility to ensure that all trimming equipment operators are performing the work in a safe manner.

25.04 HEIGHT OF CUT

The height of cut for grass and vegetation, which is to be trimmed, shall be no higher than three-inches (3"). At no time shall the trimmers cut grass and/or vegetation low enough to damage the root system of the vegetation being trimmed.

26. PAYMENT:

The contractor shall be paid for work accomplished and accepted for at the respective Unit Prices established in the bid document not later than 45 days from receipt of proper invoice. Each Unit Price shall include all labor, materials, tools, and equipment necessary to accomplish the work called for.

Payment shall be made only for actual quantities of work performed and accepted, provided certain payments have not been withheld as stipulated by these bid requirements.

31. PAYMENT REQUESTS:

The contractor shall invoice the County monthly. The contractor may request payment only after each required cut cycle is completed and accepted in its entirety.

32. PARTIAL PAYMENTS:

Partial payment shall mean payment for work performed on a portion of an individual site or a portion of the sites during any cycle. Except as noted below, no payment shall be made for individual sites until all the sites on the current cycle have been mowed, trimmed, and edged and all litter, debris and clippings removed and disposed of in accordance with the requirements of this bid.

Partial Payment, as defined above, shall be made only when the contractor cannot perform all the work called for due to circumstances beyond its control. The contractor shall notify the Project Manager immediately upon encountering such circumstances to allow for remedial action and/or approval of partial payment.

33. TERMS:

The initial contract shall be awarded to the lowest responsive and responsible bidder for a period of twenty-four (24) months from the date of the Board of County Commissioners approval, with the County reserving the right and option to extend the contract for an additional two (2) periods of twelve months each, if such is agreeable with the successful contractor.

Adjustment of rates may be negotiated during a renewable term if requested by the contractor in writing to the County ninety (90) days in advance of the renewal date. Any adjustment shall require concurrence from the County.

34. ADDITONAL SERVICES AND FEES:

If the County and/or contractor identifies any additional services to be provided by contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the contractor.

35. PERFORMANCE EVALUATION:

A work performance evaluation will be conducted periodically to ensure compliance with the resulting contract.

Vendor List:

cecotech@netzero.com
johnny@johnnysturf.com
flcutclean@yahoo.com
office@janddmaintenance.com
jamie.garrison@beardequipment.com
daniel@duvallandscape.com
jdgreenwaylawns@gmail.com
hedgehoglawn@ymail.com
adriana@challengeenterprises.org
kawboy32x@gmail.com
lakearealawnservice@msn.com
adriana@challengeenterprises.org
sandendeavors@gmail.com
soup2508@aol.com
premierpreservationsllc@yahoo.com
frangodango@gmail.com
david@dmkoehnlandscaping.com
jtrcontractingsvc@gmail.com
propertygroomers@yahoo.com
jvalle.vallemanagementllc@gmail.com
lpalmer@tribond.net
cngreen1118@gmail.com
marty@mteconstruction.com
904pps@gmail.com
donniebriggs@comcast.net
whitenerstractor@gmail.com
cammay.thomas@gmail.com
thomas.egan@ferrovialservices.com
info@iomlawncare.com
jdgreenwaylawns@gmail.com
bryanslandscapingservices@gmail.com
king@janddmaintenance.com
lakearealawnservice@msn.com
northfloridadock@gmail.com
bandmconstruction@att.net

Clay County Agreement/Contract No. 2021/2022 – _____

AGREEMENT FOR RIGHT-OF-WAY MOWING (NORTH)

This Agreement for Right-of-Way Mowing (North) ("Agreement") is entered into this ____ day of May, 2022 by and between Greenway Lawn and Landscape LLC, a Florida Limited Liability Company, aka Greenway Lawncare ("Contractor") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued a Request for Bid, Bid No. 21/22-36, Re-Bid ("Bid"), to engage a contractor to provide mowing, trimming, edging, and litter debris removal within Clay County's roadside right-of-way and easements located in the County's north locations; and

WHEREAS, the Contractor responded to the Bid with a proposal to offer the requested services ("Contractor's Response"); and

WHEREAS, the County evaluated the proposals submitted, and the County selected the Contractor as the lowest responsive, responsible qualified contractor; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid including all specifications and attachments incorporated into the Bid and the Contractor's Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County as set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. SERVICES

1.1. The Contractor shall furnish all supervision, materials, equipment, tools, transportation and supplies and perform all labor, services, and operations necessary for mowing, trimming, edging, and litter debris removal within Clay County's right-of-way and easements, including sloped banks, grassed and landscaped roadsides as set forth in the Bid Scope of Services attached hereto as **Attachment A** and incorporated herein by reference (the "Services").

1.2. The Services shall be performed in County right-of-way or easements at the north roadside locations identified in Appendix A to the Bid attached hereto as **Attachment B** and incorporated herein by reference.

1.3. The Contractor shall provide Services at the designated roadside locations in accordance with the following cutting cycles:

Cut Number	Beginning Date	Completion Date
1	April 1	April 30
2	May 1	May 31
3	June 1	June 30
4	July 1	July 31
5	August 1	August 31
6	September 1	September 30
7	October 1	October 31
8	November 1	November 30

The general sequence of Services to be performed by the Contractor under each cutting cycle shall be as follows:

1. Litter patrol and/or roadside litter removal
2. Mowing
3. Trimming
4. Edging (notated with * in **Attachment B**)
5. Removing grass and debris on roadways, sidewalks and curb and gutter as applicable
6. Quality Control Inspection by Contractor
7. Services complete report to the Project Manager

1.4. The Contractor shall provide to the Project Manager a two-week look ahead schedule on the 1st and 3rd week of each month. The two-week look ahead shall describe the location(s) where each crew shall be working on a specific date. The schedule shall describe a logical/geographically connected sequence to complete all Services within the specified times and frequencies. It shall be the responsibility of the Contractor to update the schedule as needed and provide all updated schedule(s) to the Project Manager. The Contractor's failure to comply with the schedule may result in termination of the Agreement by the County.

1.5. In providing the Services, the Contractor shall:

1. Perform the Services in accordance with the County's specifications, standards, and requirements as set forth in **Attachment A**.
2. Be familiar with the Services, locations, schedule, and the conditions under which the Services are to be completed.
3. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County.
4. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County.
5. Not use any false, deceptive or misleading trade practices in the performance of the Services.

1.6. In entering into this Agreement, the Contractor represents that it now has or will secure all personnel and equipment required to perform all Services under this Agreement. The Contractor shall provide to the Project Manager a list of equipment that will be used by the Contractor to perform the Services. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks. Upon the Project Manager's request, the Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Services.

1.7. For purposes of this Agreement, the County's Project Manager shall be Jeff Smith, Deputy Director of Operations for the County or as designated by the County's Public Works Director. All Services shall be performed to the satisfaction of the Project Manager in accordance with this Agreement.

1.8. The Contractor shall designate a Superintendent who shall serve as the single point of contact. The Superintendent shall be the Contractor's liaison with the County for all communication pertaining to this Agreement and shall be readily available via telephone and/or e-mail. The Superintendent shall notify the Project Manager each workday before 8:00 a.m. of the location(s) where crews shall be working for that date, confirm locations and/or areas worked/completed the day before, and list any items of possible concern. The Superintendent shall be responsible for inspecting and verifying that all locations reported as being complete are complete and meet the quality standards set forth in **Attachment A**.

1.9. If on inspection by the County's Project Manager, the completed location(s) are found to be deficient, the Project Manager shall contact the Superintendent and advise in writing that the purported completed areas are deficient and describe those deficiencies. The Contractor shall have forty-eight (48) hours to correct the stated deficiencies, weather permitting ("Remedial Services"). Upon completion of Remedial Services, the Contractor's Superintendent shall notify the Project Manager that all Remedial Services have been completed. If the Project Manager determines that a section of the road remains deficient following the Remedial Services, the Contractor shall be issued a second written statement of observed deficiencies and the corrective Remedial Services shall be repeated. If the Remedial Services are not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the Contractor's next Invoice. This assignment of Services may be made without declaring the Contractor in default of the Agreement.

1.10. If the Project Manager determines that the Contractor has fallen behind the schedule by two (2) weeks or more, the County reserves the right to assign unfinished Services to another mowing contractor or County forces. The Contractor shall not be due any compensation for any Services performed by another contractor or County forces and shall be held liable for any costs resulting from the assignment of any unfinished Services. This assignment of Services may be made without declaring the Contractor in default of the Agreement.

1.11. The parties agree that the County shall retain the absolute right to eliminate any or all Services associated with the Agreement without penalty or liability for any claims for anticipated

overhead or profits. The County also reserves the right to modify the schedule or Services and suspend or cancel Services, in whole or in part, for any reason. Additionally, the County reserves the right to add, delete, or modify locations as necessary at the County's discretion.

1.12. The Contractor shall perform the Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").

1.13. In performance of the Services, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

1.14. The County may conduct performance evaluations at any time during the term of this Agreement to ensure compliance with the Agreement.

SECTION 2. ADDITIONAL SERVICES AND FEES

2.1. If the County identifies or the Contractor recommends any additional work, materials, or services to be provided by the Contractor that are not covered under this Agreement but are beneficial to the County, such additional work, materials, or services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

SECTION 3. TERM

3.1. The term shall begin on June 1, 2022 and shall remain in effect for a period of twenty-four months through May 31, 2024, unless otherwise terminated as provided herein. The County reserves the option to renew the Agreement for two (2) additional twelve month periods, each a "renewal term", upon subsequent written agreement of the parties.

SECTION 4. PAYMENT FOR SERVICES

4.1. Payments will be made by the County to the Contractor only for actual quantities of Services performed by the Contractor and accepted by the County at the unit prices set forth in the Price Sheet attached hereto as **Attachment C** and incorporated herein by reference upon presentation of an Invoice submitted to the County in accordance with Section 5.

4.2. The unit prices in **Attachment C** shall include the Services performed by the Contractor and its subcontractors, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Contractor's performance of the Services.

4.3. If any Service is not performed by the Contractor, the value of such Service, shall be determined and deducted from any Invoice claiming such items for payment. The County shall withhold payment for unsatisfactory or deficient Services until such time as the Services are determined to be acceptable by the Project Manager.

4.4. No increases in the unit prices reflected in **Attachment C** are permitted during the initial twenty-four month term. Thereafter, the Contractor may request an adjustment to the unit prices by providing written notice to the Project Manager no later than ninety (90) days prior to the end of the initial term and any renewal term thereafter. The written notice must identify the requested adjustments to the unit prices and the reasons for the adjustments. The County and the Contractor may then enter into negotiations to address the requested adjustments. If the Contractor fails to timely provide written notice along with supporting documentation for the adjustment and/or the County determines that the requested adjustment is excessive, the County may refuse to accept the requested adjustment and may refuse to enter into a renewal term. Any agreed to adjustments to the unit prices during a renewal term shall be made a part of this Agreement by a written amendment.

SECTION 5. PAYMENT PROCEDURES

5.1. As used in this Section, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

5.2. The payment for Services by the County shall be based on Invoices submitted by the Contractor to the Paying Agent no more than once per month upon completion of a cutting cycle that has been accepted by the County. Except as provided for in **Attachment A** under partial payments, no payment shall be made for individual locations until all the locations on the current cutting cycle have been completed.

5.3. Invoices shall be signed by the Contractor and include the following information and items:

1. The Contractor's name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the County.
4. The period of the Services covered by the Invoice.
5. Identify the cutting cycle along with the locations serviced, the actual date of Service, and description of Services provided.
6. The total amount of payment requested along with unit price and actual quantity of Services provided.

7. Any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

5.4. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

5.5. Upon receipt of an Invoice submitted under this Section, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered, installed, or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or the Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice has not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or the Project Manager shall notify the Contractor that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

5.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Project Manager shall schedule a meeting with the County Manager between the Contractor's representative and the Project Manager, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

5.7. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Services have received their pro rata share of previous periodic payments to the Contractor for all Services completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Services or supplying any of the materials with respect to their pro rata shares of the payment for all Services completed and materials supplied. The term "subcontractors", as used herein, shall mean a person(s) or firm(s) that enters into a subcontractor agreement with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services for which partial payment has been made by the County and work done under equipment rental contracts.

SECTION 6. DEFAULT AND TERMINATION

6.1. Default. If the Contractor fails to satisfactorily perform any provision of this Agreement, fails to comply with the County's standards and requirements set forth in **Attachment A**, fails to perform on time and comply with the schedule, fails to use proper tools or equipment to perform the Services, provides false or inaccurate information, fails to comply with the terms, conditions, and obligations of this Agreement, fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the County does not approve the cure plan, then the County may terminate this Agreement for cause.

6.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods and/or services similar to those terminated, and the Contractor shall be liable for any excess costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

6.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The Project Manager shall give thirty (30) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as are specifically authorized in writing by the County.

6.4. Unless directed differently in the Notice of Termination, the Contractor, shall incur no further obligations in connection with the terminated services, and shall stop Services to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated Services and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the

Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

6.5. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.

6.6. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.

6.7. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

SECTION 7. LIQUIDATED DAMAGES

7.1. The Contractor must adhere to the cutting cycles (as they may be revised upon written consent of the Project Manager). In the event the Services are not fully completed at each location by the Completion Date for each cutting cycle, a liquidated damage amount may be enforced as further defined below. The parties agree that such liquidated damages are not a penalty.

7.2. The parties hereto mutually understand and agree that time is of the essence in the performance of this Agreement and that the County will incur damages if the Services are not completed on time. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform, and complete the Services at each location by the Completion Date for each cutting cycle in accordance with this Agreement. The parties agree that the total amount of the County's damages, in whole or in part, due to the Contractor's failure to complete the Services by the Completion Date for each cutting cycle, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public works project that will benefit the public and enhance the delivery of valuable services to the public.

7.3. Should the Contractor fail to complete the Services by the Completion Date for each cutting cycle in accordance with this Agreement, it is mutually agreed to and understood by both parties that the Contractor shall pay to the County, not as a penalty but as liquidated damages, the sum of **$50.00** per workday for each and every day after the Completion Date for each cutting cycle until final completion is achieved for all location(s). This liquidated damages

provision shall apply and remain in full force and effect in the event that the Contractor is terminated by the County for default and shall apply until final completion has been achieved by any completing contractor or County forces. The County shall have the right to apply as payment on such liquidated damages any money that is due to the Contractor by the County. Notwithstanding the foregoing, the Contractor shall have no liability for any liquidated damages due to or arising from (a) any County delay, unless such delay is due to the Contractor's breach hereunder; or (b) the withholding on the part of the County through the Project Manager of any consent, direction or approval required by the County hereunder which causes delay on the part of the Contractor for which the Contractor has delivered to the County written notice describing the delay and its cause; or (c) delays caused by and directly attributable to any event of Force Majeure. The Completion Date shall be tolled for a period of time equal to the aggregate of all delays arising under the sentence immediately preceding. Remedial Services, which may be called for by the Project Manager for failure to adequately perform the Services and rain days shall not be considered justifiable cause for time extensions or tolling of the time to complete the Services. As an alternative, the County reserves the right to assign Services and deduct unfinished Services and hold the Contractor liable for any costs resulting from the assignment of any unfinished Services in accordance with provision 1.10.

7.4. Permitting the Contractor to continue the Services, or any part of the Services, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due under the Agreement.

7.5. The parties agree that, although such liquidated damages are difficult to ascertain, the above amount has been agreed upon by the parties as the reasonable approximation of the amount of damages the County would suffer caused by the Contractor's breach addressed above. The County's decision to seek liquidated damages shall not be construed as a waiver of any legal remedies the County may have as to any subsequent default or breach under this Agreement.

7.6. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 8. INDEMNIFICATION

8.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

8.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Services and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Services, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or

omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

8.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

8.4. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 9. INSURANCE

9.1. The Contractor shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	$1,000,000 General Aggregate $1,000,000 Products/Comp.Ops.Agg. $1,000,000 Personal/Advertising Injury $1,000,000 Each Occurrence $ 50,000 Damage to Rented Premises $ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits $100,000 Each Accident $500,000 Disease Policy $100,000 Disease-Each Employee

9.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Services, the Contractor must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation and employers liability, shall add **"Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear" as "Additional Insured."** The Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Services. Contractor shall provide

thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 10. PRESERVATION OF PROPERTY AND FAILURE TO RESTORE DAMAGED PROPERTY

10.1. The Contractor shall maintain a safe and secure worksite for the duration of the Services. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Services and secure all equipment, tools, and related materials.

10.2. The Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, shrubbery, and irrigation systems along the line of the Services, or which is in the vicinity of or is in any way affected by the Services, the removal or destruction of which is not called for by the Services. This applies to both private and public property and all utilities that may exist in the Service area or vicinity. Whenever such property is damaged as a result from the performance of the Services, or through the negligence of the Contractor, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the Contractor, and at its own expense, or it shall make good such damage or injury in an acceptable manner.

10.3. In case of failure on the part of the Contractor to restore such property, or to make good such damage or injury, the County may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the Contractor's expense. Nothing in this Section shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County, provided that such property has not been damaged as a result from the performance of the work or through fault of the Contractor, its employees or agents.

SECTION 11. AUTHORITY TO SUSPEND SERVICES

11.1. The Project Manager shall have the authority to suspend Services, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather, special events, or other conditions which are considered unfavorable for the prosecution of the Services. The Services shall resume as directed by the Project Manager. In the event of any such suspension, the Contractor shall be paid for all Services actually and timely rendered up to the date of suspension and for all Services so rendered after cessation of the suspension and resumption of the Services. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 12. TAXES

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

SECTION 13. APPROPRIATED FUNDS

13.1. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

1SECTION 14. PUBLIC RECORDS

14.1. The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

a. Keep and maintain public records required by the County to perform the Services required under the Agreement;
b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request

from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

14.2. The Contractor's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

14.3. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

a. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
b. If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
c. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

SECTION 15. AUDIT

15.1. The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the County reserves the right to examine and/or audit such records.

SECTION 16. SCRUTINIZED COMPANIES CERTIFICATION

16.1. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 17. PUBLIC ENTITIES CRIMES

17.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

17.2. By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

17.3. In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

17.4. The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 18. SUSPENSION AND DEBARMENT

18.1. By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 19. NOTICE

19.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:

Greenway Lawn and Landscape LLC
aka Greenway Lawncare
4930 Spring Park Road
Jacksonville, FL 32207
Attention: JD Nixon

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County Manager
Copy to: Teresa Gardner, Public Works Director and Jeff Smith, Project Manager

SECTION 20. SUBCONTRACTORS

20.1. Subcontractors may be utilized by the Contractor. The Contractor shall provide the names of all subcontractors performing any Services under this Agreement to the Project Manager. Any subcontractor utilized by Contractor, shall be supervised and compensated by Contractor. The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subcontractors and of persons directly or indirectly employed by them. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 21. INDEPENDENT CONTRACTOR

21.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 22. NO ASSIGNMENT

22.1. The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

SECTION 23. NO THIRD-PARTY BENEFICIARIES

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

SECTION 24. CONFLICT OF INTEREST

24.1. Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

SECTION 25. AMENDMENT OR MODIFICATION OF AGREEMENT

25.1. The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents or Invoices forwarded by the Contractor to the County.

SECTION 26. FURTHER ASSURANCES

26.1. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Contractor further agrees to execute such documents as the County may reasonably require.

SECTION 27. REMEDIES

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

SECTION 28. GOVERNING LAW AND VENUE

28.1. The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 29. ATTORNEYS' FEES

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

SECTION 30. WAIVER

30.1. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 31. SEVERABILITY

31.1. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 32. HEADINGS

32.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 33. COUNTERPARTS

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

SECTION 34. AUTHORITY

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

[Signatures appear on the following page.]

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

Greenway Lawn and Landscape LLC
aka Greenway Lawncare

By: _____

Print Name: _____

Print Title: _____

Clay County, a political subdivision of the
State of Florida

By: _____
Wayne Bolla
Its Chairman

ATTEST:

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

F:\Contract\Public Works\Mowing - Right-of-Way North.doc

ATTACHMENT A

BID NO. 21/22-36, RIGHT-OF-WAY MOWING (NORTH) RE-BID

PURPOSE

Clay County is seeking services for roadside right-of-way mowing. Grass and vegetation shall be mowed with conventional mowing equipment. Use of specialized equipment or hand labor shall be required to perform work in certain areas or during certain times. Vegetation consists of planted and/or natural grasses, weeds, and other plant life within the area to be mowed.

SCOPE OF SERVICES

1. LABOR, MATERIALS AND ON-SITE IDENTIFICATIONS:

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work required in the scope of this bid. All vehicles and equipment used by the contractor shall be marked clearly and legibly with the contractor's name and phone number.

2. AUTHORITY OF THE PROJECT MANAGER:

All work shall be done to the satisfaction of the County's Project Manager. The primary authority of the project manager shall be to evaluate the contractor's work for compliance with the bid requirements. At no time shall the project manager supervise the contractor's workforce nor create any responsibility for the acts or omissions of the contractor, subcontractor or supplier during the resulting contract period.

3. CONTRACTOR'S SUPERINTENDENT AND SINGLE POINT OF CONTACT PERSON:

The contractor's Superintendent shall be designated as the "single point of contact person" for the resulting contract of this bid. The superintendent shall be the liaison with the County for all communication and be readily available via phone or E-mail. The contractor's superintendent shall notify the County's project manager each workday before 8:00 AM of where crews shall be working that date, confirm areas worked/completed the day before and list any items of possible concern either for the contractor or the county.

The contractor shall be responsible for inspecting and verifying that all roads reported as being complete meet the quality standards set forth in the bid requirements. This verification shall be in writing or E-mail to the County's Project Manager. This verification shall state that the listed areas have been mowed, trimmed, edged and debris removed all in accordance with the scope of work.

If on inspection by the County's Project Manager, the completed road(s) are found to be deficient, the Project Manager shall contact the contractor's superintendent and advise in

writing that the purported completed areas are deficient and describe those deficiencies. The contractor shall have (48) hours to correct the stated deficiencies, weather permitting.

Upon completion of remedial work, the contractor's superintendent shall notify the Project Manager that all remedial work has been completed. If the Project Manager determines that a section of the pond remains deficient following the remedial work, the contractor shall be issued a second written statement of observed deficiencies and the corrective action cycle shall be repeated. If the remedial work is not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the contractor's next invoice.

4. MAINTENANCE OF TRAFFIC:

It shall be the contractor's responsibility to develop a traffic control plan and receive approval of the Project Manager prior to beginning work.

Traffic control shall be accomplished in accordance with the FDOT Manual on Uniform Traffic Control Devices and the FDOT Standard Plans, latest edition. No separate payment shall be made for traffic control.

Some roadway segments may have limited access. These segments may require special attention with respect to traffic control.

5. WORKSITE TRAFFIC SUPERVISOR:

The contractor shall have a Worksite Traffic Supervisor whose responsibility shall be to initiate, install and maintain traffic control devices. The Worksite Traffic Supervisor shall have a minimum of one-year experience in worksite traffic control in a supervisory or responsible capacity.

The Worksite Traffic Supervisor shall review the project daily and be involved in any changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and material needed to always maintain traffic control and handle traffic related situations and shall insure that deficiencies in traffic control are corrected.

Failure of the contractor to comply with the above provisions shall result in a temporary suspension of work and a request to immediately vacate the work site. Continuance of work shall be allowed only after traffic control is approved and in operation.

6. OBSTRUCTION BY OTHER WORK:

If access to work sites is obstructed by construction, the contractor shall immediately notify the Project Manager to coordinate work around the area of construction. At no time shall the contractor be entitled to compensation or adjustments for work that was deleted or delayed due to such construction.

7. PERMITS, FEES AND NOTIFICATIONS:

It shall be the contractor's responsibility to conduct the work in accordance with required.

8. HAZARDOUS AND/OR TOXIC WASTE AND POLLUTANTS:

Should the contractor encounter or expose a condition that may indicate the presence of hazardous and/or toxic wastes or pollutants, all operations in the immediate vicinity shall be discontinued and the Project Manager shall be notified immediately. When encountered, the contractor shall make every effort to minimize the spread of hazardous and/or toxic wastes or pollutants into uncontaminated areas.

Disposition of the hazardous and/or toxic wastes or pollutants shall be done by others, not the contractor. The contractor's operation shall not resume in such areas until so directed by the Project Manager.

9. RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The contractor shall use due care to avoid damaging all property associated with, adjacent to or in any way affected by the work being performed. This applies to private property as well as public property and all utilities that may exist within the work area. Included in this provision are privately owned items such as shrubbery, flower beds, irrigation systems (sprinkler heads), mailboxes and other items which may be located within the County's right-of-way or easements. The project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

Except for streetlights, traffic signs, guardrails, delineators and other traffic appurtenances, all repairs shall be made by the contractor at their expense. All repair work shall be completed prior to submitting an invoice for payment. Repair work performed by the contractor in an unsatisfactory manner may be repaired by the County with all incurred costs deducted from the contractor's billing.

Damaged streetlights and traffic items shall be repaired by the County at the current total cost of materials, labor, and equipment. Such total costs shall be deducted from moneys due to the contractor for work completed.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

10. PROVISIONS FOR CONVENIENCE OF PUBLIC:

The contractor shall schedule operations to minimize inconvenience to adjacent businesses and residents as well as vehicular traffic.

11. WORK HOURS:

In general, all work shall be performed during daylight hours. No work shall be done when weather conditions limit visibility to less than 500 feet. No work shall be permitted on Sundays or County Holidays without prior written permission of the Project Manager.

12. SUSPENSION OF WORK:

The Project Manager shall have the authority to suspend work, wholly or in part, for such periods as may be deemed necessary. These periods of suspension include adverse weather conditions, special events and other situations that may cause a hazardous condition for motorists and/or pedestrians. Such suspensions of work shall be ordered in writing explaining the reasons for the suspension. Normal operations shall resume as directed by the Project Manager. No additional compensation shall be applicable for delay.

13. ASSIGNMENT OF WORK TO OTHERS:

If the Project Manager determines that the contractor has fallen behind schedule by two (2) weeks or more, the County reserves the right to assign unfinished work on any cycle to another mowing Contractor or County forces. The contractor shall not be due any compensation for any work performed by another Contractor or County forces. This assignment of work may be made without declaring the contractor in default of the contract.

14. LIMITS OF PROJECT:

Work shall be performed only in County right-of-way or easements. The roadside right-of-way mowing locations are defined in Appendix A. The work consists of furnishing all labor and equipment and performing all operations necessary for grass mowing, grass trimming, edging, and litter removal within County right-of-way and easements, including sloped banks, grassed and landscaped roadsides. Care shall be taken so as not to disturb any private property.

The County reserves the right to modify the mowing schedule, suspend service, alter the area to be mowed, or cancel mowing of a site for any reason.

If the County identifies additional services and/or sites that are not covered under the original Agreement, such additional services may be made a part of this Agreement by a written Amendment.

15. SEQUENCE OF WORK:

The roadside rights-of-ways scheduled for mowing are listed in Appendix A. The contractor shall present as a project submittal a proposed schedule of operations to complete the proposed work within each allotted cycle and in accordance with the bid requirements. A two-week look ahead schedule shall be provided to the Project Manager on the 1st and 3rd week of each month. The two-week look ahead shall describe where each

crew shall be working on a specific date. The schedule shall describe a logical/geographically connected sequence to complete all work within the specified times and frequencies.

Cycle dates and the interim between cycles cannot be changed without the written consent of the Project Manager. Should the contractor desire to change the order of the schedule, such change(s) shall be brought to the attention of the Project Manager and shall require the Project Manager's approval, in writing. The general sequence of work under each cutting cycle for the contractor shall be as follows:

(1) Litter patrol and/or roadside litter removal.
(2) Mowing.
(3) Trimming.
(4) Edging (highlighted with * in Appendix A).
(5) Removing grass and debris on roadways, sidewalks and curb and gutter as applicable.
(6) Quality Control Inspection by contactor.
(7) Work complete report to Project Manager.

Note: For each road segment listed in Appendix A, work items numbered 1-6 shall be started and completed within a maximum of two (2) working days.

16. SCHEDULE OF WORK:

The work specified in these Contract Documents for the roadsides described in Appendix A, shall be performed in its entirety. Each cutting cycle is to be completed in its entirety prior to beginning the next cut.

The following schedule shall be used.

Cut No.	Beginning Date	Completion Date
1	April 1	April 30
2	May 1	May 31
3	June 1	June 30
4	July 1	July 31
5	August 1	August 31
6	September 1	September 30
7	October 1	October 31
8	November 1	November 30

*The first year cut cycle will not begin on April 1st and will be dependent upon the resulting contract's start date. Anticipated first year start date is June 1.

17. LIQUIDATED DAMAGES:

The contractor shall pay to the County liquidated damages in the amount of fifty dollars ($50.00) per workday for failure to complete the Contract work by the completion date specified above on each cut.

As an alternative, the County reserves the right to deduct unfinished work on any cut, which has fallen behind schedule. In such case, the County may assign the unfurnished work to another contractor or County forces. The contractor shall be held liable for any additional cost resulting from the assignment of unfinished work. Remedial work, which may be called for by the Project Manager for failure to adequately perform the work, and rain days shall not be considered justifiable cause for time extensions.

Allowing the contractor to continue to work, or any part of it, to completion, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due.

No liquidated damages shall be imposed for delays caused by the County.

18. **REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICE:**

If any defined action, duty or service, or part thereof, assigned is not performed by the contractor, the value of such action, duty or service, or part thereof, shall be determined and deducted from any invoice claiming such items for payment. If any action, duty or service, or part thereof, has been completed but is determined by the Project Manager to be unsatisfactory, the contractor shall be so notified and given an appropriate amount of time to correct the deficiency. The County shall withhold payment for unsatisfactory work until such time as the work is determined to be acceptable.

19. QUANTITIES:

Actual reimbursement to the contractor shall be based on the Unit Prices established in this bid and the resulting contract. No quantities are guaranteed. Payment quantities shall be determined by field verification with the Project Manager during the actual cut cycle.

20. QUALIFICATION OF PERSONNEL:

The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance.

21. LIMITATION OF OPERATION:

All moving equipment shall be operated in the same direction as the flow of vehicular traffic when being operated within ten feet (10') of any travel way. Exceptions shall be made only when the work site is protected by flaggers and warning devices in accordance with the FDOT MUTCD.

The contractor shall plan operations to minimize bridge crossings. When it is necessary for equipment to cross bridges, extreme care shall be taken using shoulder areas when present.

When crossing travel ways, the crossing shall be accomplished at a predetermined site that allows a safe and unobstructed site distance for oncoming traffic. The equipment operator shall stop before crossing traffic to allow approaching vehicles to pass. Traffic crossings shall be kept to a minimum.

No equipment shall be left overnight within the County's right-of-way or easement without permission from the Project Manager. Parking equipment in the medians shall not be permitted.

All service and supply operations shall be conducted at locations that shall not interfere with vehicular or pedestrian traffic and shall be outside the clear zone. Service vehicles shall be allowed in work areas only to repair or remove equipment, which has become inoperable.

22. SAFETY:

All vehicular equipment including riding mowers shall be equipped with safety devices and provide mowing equipment with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18-inch X 18-inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. All employees shall wear high visibility apparel that meets the standards for High-Visibility Safety Apparel as established by The American National Standards Institute (ANSI) while performing work on this project.

These requirements are to be considered as minimum and the adherence to them shall in no way relieve the contractor of the responsibility of ensuring the safety of employees and the public.

No separate payment shall be made for safety equipment and/or devices.

23. TOOLS AND EQUIPMENT:

It shall be the contractor's responsibility to determine the appropriate type, size and quantity of tools and equipment and the personnel necessary to complete the work called for in the time frame specified herein. An equipment list shall be submitted with the bid response.

All motorized equipment utilized by the contractor shall be painted a color of high visibility. Such equipment and attached safety devices, signs and lights shall be always maintained in proper working order. Approval of the contractor's equipment by the County shall not relieve the contractor of responsibility or liability for personal injury or property damage caused by the equipment operation.

Should the Project Manager determine that any of the equipment is deficient in safety devices, in poor working order or is damaging the turf, ground, curbing and/or pavement, the contractor shall be notified, and such equipment shall be promptly removed from service until the deficiency is corrected to the satisfaction of the Project Manager.

Equipment used to transport litter and debris shall be covered and constructed in such a manner as to prohibit distribution or loss of litter along the roadway.

Additional equipment may be requested by the Project Manager if it is determined that the contractor has insufficient equipment on the job to complete the work called for in the time frame specified. All additional equipment, when requested, shall meet the same equipment requirements specified herein.

The equipment used by the contractor shall be in good repair and shall be maintained to always produce a clean, sharp cut and a uniform distribution of the cuttings. The mowers shall be adjustable to produce a cut no higher than three-inches (3”). Mower blades shall be sharpened.

Equipment shall be required to adequately cut grass on overpasses, ditch banks, ditch bottoms and areas beyond the ditch banks within the right-of-way. Areas for which cutting, and trimming is required are not restricted to only those areas of tractor access. If a ditch bottom is too wet for tractor access (excluding those with standing water more than two inches (2”) deep or if an area such as a ditch bank or area beyond the ditch bank is not accessible by tractor, some other means of mowing shall be provided, such as an articulated arm mower, manual trimming, etc. Lack of suitable equipment on the site shall not be considered as a reason for not mowing an area. At no time shall equipment failure be deemed a reason for delay in work production.

The contractor shall be required to maintain as part of their inventory “front deck mowers” for narrow/small areas. This equipment shall be part of the “list of all equipment” required below.

24. MOWING:

24.01 DESCRIPTION

The work covered by this Section consists of the routine mowing of grassed and/or vegetated roadside areas with commercial grade, high production mowing equipment. Vegetation to be mowed shall include grass, vines, weeds and small trees, bushes, and shrubs with a stem diameter of up to two inches (2”) when measured six inches (6”) above the ground.

Grass clippings shall be cleared from sidewalks, drives, and parking areas immediately after each cutting. If at any time, after cutting, clippings should be left in visible clumps or piles, this excess shall be removed immediately.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

24.02 WIDTH OF CUT

The width of cut for all roads described in Appendix A shall be from right-of- way line to right-of-way line, including ditches, swales, and backslopes and medians for each road. The acreage for each site accounts for areas not to be cut (wooded areas, areas of ornamental shrubbery, asphalt pavement, sidewalks, etc.). Right-of-way or easement location shall be subject to concurrence of the Project Manager. The number of acres to be completed may vary per cycle when wildflowers are in bloom or are reseeding.

For roads where fence lines are located on the right-of-way line, mowing shall be accomplished within six inches (6") of the fence. Care shall be taken to avoid damage to the fences.

24.03 HEIGHT OF CUT

The height of cut for all sites shall be no higher than three-inches (3"). This includes the remaining trunk or stub of trees (2" diameter or less) and shrubs, which are to be cut. At no time shall the contractor allow mowers or trimmers to cut grass low enough to cause injury to the root system of the grass being mowed or that of adjacent trees and shrubs, which are to remain.

24.04 REMOVAL OF SMALL TREES AND SHRUBS

Small trees, bushes, and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground shall be either removed from the job site or consumed by the mowing operation.

Removal of small trees, limbs and/or branches that can be picked up by hand and that are less than 4 inches in diameter shall be the contractor's responsibility. Vegetation covered by this Section shall consist of all grass, part grass and part weed growth, or all weed growth, and all overhanging vine growth within the area to be mowed; vegetation may be dead or alive. All such material removed shall be disposed of at an appropriate landfill with payment incidental to the applicable item. However, when large trees, limbs and/or branches are encountered on site, the contractor shall notify the Project Manager to arrange for their removal. Mowing and trimming shall continue around such objects until they are removed.

No separate payment shall be made for collecting and removing any such small trees and/or shrubs from the job site.

24.05 REMOVAL OF LITTER AND LARGE DEBRIS

Litter and debris removal shall be performed each cut cycle. Prior to mowing and trimming, the contractor shall locate and remove from each site all large items of debris, which may be torn, ripped, or scattered by the mowers or trimmers. The method of removal shall be at the contractor's discretion. However, should the contractor fail to remove debris and its operation causes it to be scattered, payment for that site shall be withheld until all debris has been completely removed and disposed of. The litter shall be removed from the site prior to beginning any other work. Subdividing, ripping, or scattering litter by mowing shall not be allowed.

Litter and/or debris shall consist of various size bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, junk metal, brush, white goods, furniture, dead animals, and other items not considered normal to the right-of-way or easement. It is not intended that minute objects such as cigarette butts, chewing gum wrappers, and similarly sized items be included in the items to be removed from the cut area.

Any tires or white goods including, but not limited to, refrigerators, stoves, microwave ovens and air conditioners shall be reported to the Project Manager immediately upon their encounter. The Project Manager shall arrange for pickup by others.

Payment for this work shall be made at the respective Unit Price established in the Proposal for "Litter Removal".

The contractor shall notify the Project Manager of any dead animals encountered. The Project Manager shall be informed of the animal's location. The contractor shall not be responsible for the transport or disposal of dead animals.

25. <u>TRIM WORK (WEEDWHACKING/EDGING)</u>:

25.01 DESCRIPTION

The work covered by this Section consists of the routine trimming and edging of grass and the other vegetation with commercial grade, high production equipment. Trim work shall be accomplished around and/or along permanent objects including but not limited to, posts, poles, trees, shrubs, fences, sidewalks, columns, headwalls, etc. Unless otherwise specified, manual labor and equipment required to perform the work shall be incidental to the mowing being performed. Roads, with sidewalks or trails, requiring edging are highlighted with an asterisk (*) in Appendix A. Edging shall be paid for each road segment by the linear footage shown in Appendix A and measured per cut cycle.

25.02 SCHEDULE

The schedule for trim work shall be the same as that established for mowing and shall be accomplished concurrently with the mowing operations. The trim work may be performed before or after the mowing operations, but the time between litter pickup and reporting completion of all work at a location as described on the work complete report shall not exceed two (2) days.

25.03 DAMAGE PREVENTION AND SAFETY

Special care shall be taken when trimming around trees and/or shrubs to avoid damaging surface roots and bark as well as fences and other items which are subject to damage by the trimming operation. All equipment utilized for trim work shall be equipped with adequate safety devices to protect the operator from flying debris. It shall be the contractor's responsibility to ensure that all trimming equipment operators are performing the work in a safe manner.

25.04 HEIGHT OF CUT

The height of cut for grass and vegetation, which is to be trimmed, shall be no higher than three-inches (3"). At no time shall the trimmers cut grass and/or vegetation low enough to damage the root system of the vegetation being trimmed.

26. PAYMENT:

The contractor shall be paid for work accomplished and accepted for at the respective Unit Prices established in the bid document not later than 45 days from receipt of proper invoice. Each Unit Price shall include all labor, materials, tools, and equipment necessary to accomplish the work called for.

Payment shall be made only for actual quantities of work performed and accepted, provided certain payments have not been withheld as stipulated by these bid requirements.

31. PAYMENT REQUESTS:

The contractor shall invoice the County monthly. The contractor may request payment only after each required cut cycle is completed and accepted in its entirety.

32. PARTIAL PAYMENTS:

Partial payment shall mean payment for work performed on a portion of an individual site or a portion of the sites during any cycle. Except as noted below, no payment shall be made for individual sites until all the sites on the current cycle have been mowed, trimmed, and edged and all litter, debris and clippings removed and disposed of in accordance with the requirements of this bid.

Partial Payment, as defined above, shall be made only when the contractor cannot perform all the work called for due to circumstances beyond its control. The contractor shall notify the Project Manager immediately upon encountering such circumstances to allow for remedial action and/or approval of partial payment.

33. TERMS:

The initial contract shall be awarded to the lowest responsive and responsible bidder for a period of twenty-four (24) months from the date of the Board of County Commissioners approval, with the County reserving the right and option to extend the contract for an additional two (2) periods of twelve months each, if such is agreeable with the successful contractor.

Adjustment of rates may be negotiated during a renewable term if requested by the contractor in writing to the County ninety (90) days in advance of the renewal date. Any adjustment shall require concurrence from the County.

34. ADDITONAL SERVICES AND FEES:

If the County and/or contractor identifies any additional services to be provided by contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the contractor.

35. PERFORMANCE EVALUATION:

A work performance evaluation will be conducted periodically to ensure compliance with the resulting contract.

ATTACHMENT B

APPENDIX A RIGHT-OF-WAY MOWING (NORTH)

ROAD	START	FINISH	LENGTH	LENGTH LEFT	LENGTH RIGHT	ACRES
PEORIA DR*	COLLEGE DR	R/R TRACKS	3,616	30	30	4.98
DOCTORS LAKE DR*	PEORIA RD	COUNTY LINE	18,657	17.5	17.5	14.98
MOODY AVE*	PEORIA RD	COUNTY LINE	19,200	20	20	17.63
CHALLENGER DR *	OLD JENNINGS	BRANNAN OAKS DRIVE	10,900	0	50	12.51
CHALLENGER DR *	OAK LEAF LN	KINDLEWOOD DR	4,010	0	40	3.68
CHALLENGER DR *	KINDLEWOOD DR	END/S.R. 23 ON RAMP(INCLUDE UNDERPASS)	1,940		15	0.67
CHALLENGER DR	OLD JENNINGS	END/S.R. 23 ON RAMP(INCLUDE UNDERPASS)	16,850	21	0	8.12
KINDLEWOOD DR	CHALLENGER DR	END OF MAINTENANCE	3,650	21	21	3.52
TRAIL RIDGE RD*	DISCOVERY DR	TYNES BLVD	4,928	17	18	3.95
DISCOVERY DR *	OLD JENNINGS RD	OAKLEAF PLANTATION PKWY	15,025	0	23	7.93
DISCOVERY DR	OLD JENNINGS RD	OAKLEAF PLANTATION PKWY	15,025	21	0	7.24
OLD JENNINGS RD	LIVE OAK	CHALLENGER DR	16,558	24	26	19.00
TYNES BLVD*	OLD JENNINGS	PINE RIDGE COMMUNITY ENTRANCE	2,200	25	42	3.03
LONG BAY RD	BLANDING BLVD (SR21)	OLD JENNINGS RD	13,300	24	21	13.78
CR 220B	LONG BAY RD	BLANDING BLVD (SR21)	2,200	25	25	2.58
OLD JENNINGS RD*	CHALLENGER	SR 21 (BLANDING BLVD)	4,680	12	14	2.79
HENLEY RD*	CR 220	BLANDING BLVD	7,590	10	13.5	4.09
CR 220	BAXLEY RD	HENLEY RD	6,730	27	38	10.04
BAXLEY RD	CR 220	BLANDING BLVD (SR21)	2,580	17	30	2.78
CR 220	BLANDING BLVD (SR21)	BAXLEY RD	9,735	30	42	16.09
CR 220	HENLEY RD	LITTLE BLACK CREEK BRIDGE	3,940	35	28	5.70
CR 220*	LITTLE BLACK CREEK BRIDGE	KNIGHT BOXX RD	1,790	20	20	1.64
KNIGHT BOXX*	CR220	BLANDING BLVD	6,185	14	18	4.54
WASHINGTON AVE*	CLEVELAND AVE	POND 22	8,500	7.5	7.5	2.93
CLEVELAND AVE*	WASHINGTON AVE	BLANDING BLVD	4,000	12	12	2.20
HENLEY RD*	BLACK CREEK BRIDGE	CR220	5,170	13	13	3.08
HENLEY RD/ RIO BLANCA*	CR209	BYRON RD	910	30	38	1.42
HENLEY RD*	SANDRIDGE RD	CR209	11,830	20	21	11.11
HENLEY RD*	CR 218	SANDRIDGE RD	5,882	15	11	3.51
CR 315A	CR 315	SR 16	5,950	25	25	6.83
HIBERNIA RD*	US17	PINE AVE	2,200	24	30	2.73
PINE AVE*	HIBERNIA	US17/ RAGGETY POINT	21,000	28	26	26.03
BALD EAGLE DR*	US17	PINE AVE	1,000	25	25	1.15
				TOTAL LF-ROW-EDGING		**161,213**
				TOTAL ACRES-ROW-LITTER		**232.26**
				TOTAL ACRES-ROW-MOW		**232.26**

**** Linear Footage (Area) to be Edged Item 3 Price Sheet***

ATTACHMENT C

BID NO. 21/22-36, RIGHT-OF-WAY MOWING (NORTH) RE-BID

PRICE SHEET

(Total shall include scope of services for Right-of-Way Mowing (North) in accordance with locations and frequency listed in the bid and Appendix A)

RIGHT-OF-WAY MOWING (NORTH) (for 8 cut cycles)

ITEM	DESCRIPTION	Unit	Unit Price	Estimated Quantity	Extended Total
1	Litter Removal	Acre	20.00	1,858.08	37,161.60
2	Mowing and Trimmimg	Acre	45.00	1,858.08	83,613.60
3	Edging	LF	0.05	1,289,704	64,485.20

***An equipment list shall be submitted with the bid response.**

Total cost per specifications of extended totals for items 1- 3 above: $ 185,260.40

Total Bid Written Words:

one hundred eighty-five thousand two hundred sixty + 40/100

COMPANY NAME: GreenWay Lawn & Landscape

**The County reserves the right to request a more defined schedule of values from contractors.

Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days. The term bid bond shall include bonds or cashier or certified checks payable to the County.

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee DATE:

FROM: Karen Smith, Administrative
and Contractual Services

SUBJECT:
1) Approval to post notice of intent and award Bid No. 21/22-37, Right-of-Way Mowing (South) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
The purpose of this bid is to provide roadside right-of-way mowing services for the County's South locations.

The bid was sent to 35 vendors with 1 bid received.

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
Yes

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

Account # FD1001-CC1203-SC546100 Amount - Unit prices as needed

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

Planning Requirements:
Public Hearing Required (Yes\No):
No

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

Description

agreement south

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	5/11/2022 - 4:43 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/11/2022 - 4:44 PM	AnswerNotes

Clay County Agreement/Contract No. 2021/2022 – _____

AGREEMENT FOR RIGHT-OF-WAY MOWING (SOUTH)

This Agreement for Right-of-Way Mowing (South) ("Agreement") is entered into this ____ day of May, 2022 by and between Greenway Lawn and Landscape LLC, a Florida Limited Liability Company, aka Greenway Lawncare ("Contractor") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued a Request for Bid, Bid No. 21/22-37, Re-Bid ("Bid"), to engage a contractor to provide mowing, trimming, and litter debris removal within Clay County's roadside right-of-way and easements located in the County's south locations; and

WHEREAS, the Contractor responded to the Bid with a proposal to offer the requested services ("Contractor's Response"); and

WHEREAS, the County evaluated the proposals submitted, and the County selected the Contractor as the lowest responsive, responsible qualified contractor; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid including all specifications and attachments incorporated into the Bid and the Contractor's Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County as set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. SERVICES

1.1. The Contractor shall furnish all supervision, materials, equipment, tools, transportation and supplies and perform all labor, services, and operations necessary for mowing, trimming, and litter debris removal within Clay County's right-of-way and easements, including sloped banks, grassed and landscaped roadsides as set forth in the Bid Scope of Services attached hereto as **Attachment A** and incorporated herein by reference (the "Services").

1.2. The Services shall be performed in County right-of-way or easements at the south roadside locations identified in Appendix A to the Bid attached hereto as **Attachment B** and incorporated herein by reference.

1.3. The Contractor shall provide Services at the designated roadside locations in accordance with the following cutting cycles:

Cut Number	Beginning Date	Completion Date
1	April 1	April 30
2	May 1	May 31
3	June 1	June 30
4	July 1	July 31
5	August 1	August 31
6	September 1	September 30
7	October 1	October 31
8	November 1	November 30

The general sequence of Services to be performed by the Contractor under each cutting cycle shall be as follows:

1. Litter patrol and/or roadside litter removal
2. Mowing
3. Trimming
4. Removing grass and debris on roadways, sidewalks and curb and gutter as applicable
5. Quality Control Inspection by Contractor
6. Services complete report to the Project Manager

1.4. The Contractor shall provide to the Project Manager a two-week look ahead schedule on the 1st and 3rd week of each month. The two-week look ahead shall describe the location(s) where each crew shall be working on a specific date. The schedule shall describe a logical/geographically connected sequence to complete all Services within the specified times and frequencies. It shall be the responsibility of the Contractor to update the schedule as needed and provide all updated schedule(s) to the Project Manager. The Contractor's failure to comply with the schedule may result in termination of the Agreement by the County.

1.5. In providing the Services, the Contractor shall:

1. Perform the Services in accordance with the County's specifications, standards, and requirements as set forth in **Attachment A**.
2. Be familiar with the Services, locations, schedule, and the conditions under which the Services are to be completed.
3. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County.
4. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County.
5. Not use any false, deceptive or misleading trade practices in the performance of the Services.

1.6. In entering into this Agreement, the Contractor represents that it now has or will secure all personnel and equipment required to perform all Services under this Agreement. The Contractor shall provide to the Project Manager a list of equipment that will be used by the Contractor to perform the Services. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks. Upon the Project Manager's request, the Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Services.

1.7. For purposes of this Agreement, the County's Project Manager shall be Jeff Smith, Deputy Director of Operations for the County or as designated by the County's Public Works Director. All Services shall be performed to the satisfaction of the Project Manager in accordance with this Agreement.

1.8. The Contractor shall designate a Superintendent who shall serve as the single point of contact. The Superintendent shall be the Contractor's liaison with the County for all communication pertaining to this Agreement and shall be readily available via telephone and/or e-mail. The Superintendent shall notify the Project Manager each workday before 8:00 a.m. of the location(s) where crews shall be working for that date, confirm locations and/or areas worked/completed the day before, and list any items of possible concern. The Superintendent shall be responsible for inspecting and verifying that all locations reported as being complete are complete and meet the quality standards set forth in **Attachment A**.

1.9. If on inspection by the County's Project Manager, the completed location(s) are found to be deficient, the Project Manager shall contact the Superintendent and advise in writing that the purported completed areas are deficient and describe those deficiencies. The Contractor shall have forty-eight (48) hours to correct the stated deficiencies, weather permitting ("Remedial Services"). Upon completion of Remedial Services, the Contractor's Superintendent shall notify the Project Manager that all Remedial Services have been completed. If the Project Manager determines that a section of the road remains deficient following the Remedial Services, the Contractor shall be issued a second written statement of observed deficiencies and the corrective Remedial Services shall be repeated. If the Remedial Services are not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the Contractor's next Invoice. This assignment of Services may be made without declaring the Contractor in default of the Agreement.

1.10. If the Project Manager determines that the Contractor has fallen behind the schedule by two (2) weeks or more, the County reserves the right to assign unfinished Services to another mowing contractor or County forces. The Contractor shall not be due any compensation for any Services performed by another contractor or County forces and shall be held liable for any costs resulting from the assignment of any unfinished Services. This assignment of Services may be made without declaring the Contractor in default of the Agreement.

1.11. The parties agree that the County shall retain the absolute right to eliminate any or all Services associated with the Agreement without penalty or liability for any claims for anticipated

overhead or profits. The County also reserves the right to modify the schedule or Services and suspend or cancel Services, in whole or in part, for any reason. Additionally, the County reserves the right to add, delete, or modify locations as necessary at the County's discretion.

1.12. The Contractor shall perform the Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").

1.13. In performance of the Services, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

1.14. The County may conduct performance evaluations at any time during the term of this Agreement to ensure compliance with the Agreement.

SECTION 2. ADDITIONAL SERVICES AND FEES

2.1. If the County identifies or the Contractor recommends any additional work, materials, or services to be provided by the Contractor that are not covered under this Agreement but are beneficial to the County, such additional work, materials, or services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

SECTION 3. TERM

3.1. The term shall begin on June 1, 2022 and shall remain in effect for a period of twenty-four months through May 31, 2024, unless otherwise terminated as provided herein. The County reserves the option to renew the Agreement for two (2) additional twelve month periods, each a "renewal term", upon subsequent written agreement of the parties.

SECTION 4. PAYMENT FOR SERVICES

4.1. Payments will be made by the County to the Contractor only for actual quantities of Services performed by the Contractor and accepted by the County at the unit prices set forth in the Price Sheet attached hereto as **Attachment C** and incorporated herein by reference upon presentation of an Invoice submitted to the County in accordance with Section 5.

4.2. The unit prices in **Attachment C** shall include the Services performed by the Contractor and its subcontractors, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Contractor's performance of the Services.

4.3. If any Service is not performed by the Contractor, the value of such Service, shall be determined and deducted from any Invoice claiming such items for payment. The County shall withhold payment for unsatisfactory or deficient Services until such time as the Services are determined to be acceptable by the Project Manager.

4.4. No increases in the unit prices reflected in **Attachment C** are permitted during the initial twenty-four month term. Thereafter, the Contractor may request an adjustment to the unit prices by providing written notice to the Project Manager no later than ninety (90) days prior to the end of the initial term and any renewal term thereafter. The written notice must identify the requested adjustments to the unit prices and the reasons for the adjustments. The County and the Contractor may then enter into negotiations to address the requested adjustments. If the Contractor fails to timely provide written notice along with supporting documentation for the adjustment and/or the County determines that the requested adjustment is excessive, the County may refuse to accept the requested adjustment and may refuse to enter into a renewal term. Any agreed to adjustments to the unit prices during a renewal term shall be made a part of this Agreement by a written amendment.

SECTION 5. PAYMENT PROCEDURES

5.1. As used in this Section, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

5.2. The payment for Services by the County shall be based on Invoices submitted by the Contractor to the Paying Agent no more than once per month upon completion of a cutting cycle that has been accepted by the County. Except as provided for in **Attachment A** under partial payments, no payment shall be made for individual locations until all the locations on the current cutting cycle have been completed.

5.3. Invoices shall be signed by the Contractor and include the following information and items:

1. The Contractor's name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the County.
4. The period of the Services covered by the Invoice.
5. Identify the cutting cycle along with the locations serviced, the actual date of Service, and description of Services provided.
6. The total amount of payment requested along with unit price and actual quantity of Services provided.

7. Any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

5.4. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

5.5. Upon receipt of an Invoice submitted under this Section, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered, installed, or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or the Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice has not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or the Project Manager shall notify the Contractor that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

5.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Project Manager shall schedule a meeting with the County Manager between the Contractor's representative and the Project Manager, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

5.7. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Services have received their pro rata share of previous periodic payments to the Contractor for all Services completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Services or supplying any of the materials with respect to their pro rata shares of the payment for all Services completed and materials supplied. The term "subcontractors", as used herein, shall mean a person(s) or firm(s) that enters into a subcontractor agreement with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services for which partial payment has been made by the County and work done under equipment rental contracts.

SECTION 6. DEFAULT AND TERMINATION

6.1. Default. If the Contractor fails to satisfactorily perform any provision of this Agreement, fails to comply with the County's standards and requirements set forth in **Attachment A**, fails to perform on time and comply with the schedule, fails to use proper tools or equipment to perform the Services, provides false or inaccurate information, fails to comply with the terms, conditions, and obligations of this Agreement, fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the County does not approve the cure plan, then the County may terminate this Agreement for cause.

6.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods and/or services similar to those terminated, and the Contractor shall be liable for any excess costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

6.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The Project Manager shall give thirty (30) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as are specifically authorized in writing by the County.

6.4. Unless directed differently in the Notice of Termination, the Contractor, shall incur no further obligations in connection with the terminated services, and shall stop Services to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated Services and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the

Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

6.5. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.

6.6. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.

6.7. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

SECTION 7. LIQUIDATED DAMAGES

7.1. The Contractor must adhere to the cutting cycles (as they may be revised upon written consent of the Project Manager). In the event the Services are not fully completed at each location by the Completion Date for each cutting cycle, a liquidated damage amount may be enforced as further defined below. The parties agree that such liquidated damages are not a penalty.

7.2. The parties hereto mutually understand and agree that time is of the essence in the performance of this Agreement and that the County will incur damages if the Services are not completed on time. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform, and complete the Services at each location by the Completion Date for each cutting cycle in accordance with this Agreement. The parties agree that the total amount of the County's damages, in whole or in part, due to the Contractor's failure to complete the Services by the Completion Date for each cutting cycle, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public works project that will benefit the public and enhance the delivery of valuable services to the public.

7.3. Should the Contractor fail to complete the Services by the Completion Date for each cutting cycle in accordance with this Agreement, it is mutually agreed to and understood by both parties that the Contractor shall pay to the County, not as a penalty but as liquidated damages, the sum of **$50.00** per workday for each and every day after the Completion Date for each cutting cycle until final completion is achieved for all location(s). This liquidated damages

provision shall apply and remain in full force and effect in the event that the Contractor is terminated by the County for default and shall apply until final completion has been achieved by any completing contractor or County forces. The County shall have the right to apply as payment on such liquidated damages any money that is due to the Contractor by the County. Notwithstanding the foregoing, the Contractor shall have no liability for any liquidated damages due to or arising from (a) any County delay, unless such delay is due to the Contractor's breach hereunder; or (b) the withholding on the part of the County through the Project Manager of any consent, direction or approval required by the County hereunder which causes delay on the part of the Contractor for which the Contractor has delivered to the County written notice describing the delay and its cause; or (c) delays caused by and directly attributable to any event of Force Majeure. The Completion Date shall be tolled for a period of time equal to the aggregate of all delays arising under the sentence immediately preceding. Remedial Services, which may be called for by the Project Manager for failure to adequately perform the Services and rain days shall not be considered justifiable cause for time extensions or tolling of the time to complete the Services. As an alternative, the County reserves the right to assign Services and deduct unfinished Services and hold the Contractor liable for any costs resulting from the assignment of any unfinished Services in accordance with provision 1.10.

7.4. Permitting the Contractor to continue the Services, or any part of the Services, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due under the Agreement.

7.5. The parties agree that, although such liquidated damages are difficult to ascertain, the above amount has been agreed upon by the parties as the reasonable approximation of the amount of damages the County would suffer caused by the Contractor's breach addressed above. The County's decision to seek liquidated damages shall not be construed as a waiver of any legal remedies the County may have as to any subsequent default or breach under this Agreement.

7.6. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 8. INDEMNIFICATION

8.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

8.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Services and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Services, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or

omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

8.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

8.4. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 9. INSURANCE

9.1. The Contractor shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	$1,000,000 General Aggregate $1,000,000 Products/Comp.Ops.Agg. $1,000,000 Personal/Advertising Injury $1,000,000 Each Occurrence $ 50,000 Damage to Rented Premises $ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits $100,000 Each Accident $500,000 Disease Policy $100,000 Disease-Each Employee

9.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Services, the Contractor must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation and employers liability, shall add **"Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear" as "Additional Insured."** The Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Services. Contractor shall provide

thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 10. PRESERVATION OF PROPERTY AND FAILURE TO RESTORE DAMAGED PROPERTY

10.1. The Contractor shall maintain a safe and secure worksite for the duration of the Services. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Services and secure all equipment, tools, and related materials.

10.2. The Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, shrubbery, and irrigation systems along the line of the Services, or which is in the vicinity of or is in any way affected by the Services, the removal or destruction of which is not called for by the Services. This applies to both private and public property and all utilities that may exist in the Service area or vicinity. Whenever such property is damaged as a result from the performance of the Services, or through the negligence of the Contractor, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the Contractor, and at its own expense, or it shall make good such damage or injury in an acceptable manner.

10.3. In case of failure on the part of the Contractor to restore such property, or to make good such damage or injury, the County may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the Contractor's expense. Nothing in this Section shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County, provided that such property has not been damaged as a result from the performance of the work or through fault of the Contractor, its employees or agents.

SECTION 11. AUTHORITY TO SUSPEND SERVICES

11.1. The Project Manager shall have the authority to suspend Services, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather, special events, or other conditions which are considered unfavorable for the prosecution of the Services. The Services shall resume as directed by the Project Manager. In the event of any such suspension, the Contractor shall be paid for all Services actually and timely rendered up to the date of suspension and for all Services so rendered after cessation of the suspension and resumption of the Services. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 12. TAXES

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

SECTION 13. APPROPRIATED FUNDS

13.1. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

1SECTION 14. PUBLIC RECORDS

14.1. The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

a. Keep and maintain public records required by the County to perform the Services required under the Agreement;
b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request

from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

14.2. The Contractor's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

14.3. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

a. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
b. If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
c. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

SECTION 15. AUDIT

15.1. The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the County reserves the right to examine and/or audit such records.

SECTION 16. SCRUTINIZED COMPANIES CERTIFICATION

16.1. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 17. PUBLIC ENTITIES CRIMES

17.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

17.2. By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

17.3. In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

17.4. The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 18. SUSPENSION AND DEBARMENT

18.1. By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 19. NOTICE

19.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:

Greenway Lawn and Landscape LLC
aka Greenway Lawncare
4930 Spring Park Road
Jacksonville, FL 32207
Attention: JD Nixon

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County Manager
Copy to: Teresa Gardner, Public Works Director and Jeff Smith, Project Manager

SECTION 20. SUBCONTRACTORS

20.1. Subcontractors may be utilized by the Contractor. The Contractor shall provide the names of all subcontractors performing any Services under this Agreement to the Project Manager. Any subcontractor utilized by Contractor, shall be supervised and compensated by Contractor. The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subcontractors and of persons directly or indirectly employed by them. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 21. INDEPENDENT CONTRACTOR

21.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 22. NO ASSIGNMENT

22.1. The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

SECTION 23. NO THIRD-PARTY BENEFICIARIES

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

SECTION 24. CONFLICT OF INTEREST

24.1. Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

SECTION 25. AMENDMENT OR MODIFICATION OF AGREEMENT

25.1. The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents or Invoices forwarded by the Contractor to the County.

SECTION 26. FURTHER ASSURANCES

26.1. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Contractor further agrees to execute such documents as the County may reasonably require.

SECTION 27. REMEDIES

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

SECTION 28. GOVERNING LAW AND VENUE

28.1. The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 29. ATTORNEYS' FEES

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

SECTION 30. WAIVER

30.1. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 31. SEVERABILITY

31.1. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 32. HEADINGS

32.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 33. COUNTERPARTS

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

SECTION 34. AUTHORITY

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

[Signatures appear on the following page.]

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

Greenway Lawn and Landscape LLC
aka Greenway Lawncare

By: _____

Print Name: _____

Print Title: _____

Clay County, a political subdivision of the
State of Florida

By: _____
Wayne Bolla
Its Chairman

ATTEST:

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

F:\Contract\Public Works\Mowing - Right-of-Way South.doc

BID NO. 21/22-37, RIGHT-OF-WAY MOWING (SOUTH) RE-BID

PURPOSE

Clay County is seeking services for roadside right-of-way mowing. Grass and vegetation shall be mowed with conventional mowing equipment. Use of specialized equipment or hand labor shall be required to perform work in certain areas or during certain times. Vegetation consists of planted and/or natural grasses, weeds, and other plant life within the area to be mowed.

SCOPE OF SERVICES

1. LABOR, MATERIALS AND ON-SITE IDENTIFICATIONS:

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work required in the scope of this bid. All vehicles and equipment used by the contractor shall be marked clearly and legibly with the contractor's name and phone number.

2. AUTHORITY OF THE PROJECT MANAGER:

All work shall be done to the satisfaction of the County's Project Manager. The primary authority of the project manager shall be to evaluate the contractor's work for compliance with the bid requirements. At no time shall the project manager supervise the contractor's workforce nor create any responsibility for the acts or omissions of the contractor, subcontractor or supplier during the resulting contract period.

3. CONTRACTOR'S SUPERINTENDENT AND SINGLE POINT OF CONTACT PERSON:

The contractor's Superintendent shall be designated as the "single point of contact person" for the resulting contract of this bid. The superintendent shall be the liaison with the County for all communication and be readily available via phone or E-mail. The contractor's superintendent shall notify the County's project manager each workday before 8:00 AM of where crews shall be working that date, confirm areas worked/completed the day before and list any items of possible concern either for the contractor or the county.

The contractor shall be responsible for inspecting and verifying that all roads reported as being complete meet the quality standards set forth in the bid requirements. This verification shall be in writing or E-mail to the County's Project Manager. This verification shall state that the listed areas have been mowed, trimmed, edged and debris removed all in accordance with the scope of work.

If the completed road(s) are found to be deficient upon inspection, the Project Manager shall contact the contractor's superintendent and advise in writing that the purported

completed areas are deficient and describe those deficiencies. The contractor shall have (48) hours to correct the stated deficiencies, weather permitting.

Upon completion of remedial work, the contractor's superintendent shall notify the Project Manager that all remedial work has been completed. If the Project Manager determines that a section of the pond remains deficient following the remedial work, the contractor shall be issued a second written statement of observed deficiencies and the corrective action cycle shall be repeated. If the remedial work is not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the contractor's next invoice.

4. MAINTENANCE OF TRAFFIC:

It shall be the contractor's responsibility to develop a traffic control plan and receive approval of the Project Manager prior to beginning work.

Traffic control shall be accomplished in accordance with the FDOT Manual on Uniform Traffic Control Devices and the FDOT Standard Plans, latest edition. No separate payment shall be made for traffic control.

Some roadway segments may have limited access. These segments may require special attention with respect to traffic control.

5. WORKSITE TRAFFIC SUPERVISOR:

The contractor shall have a Worksite Traffic Supervisor whose responsibility shall be to initiate, install and maintain traffic control devices. The Worksite Traffic Supervisor shall have a minimum of one-year experience in worksite traffic control in a supervisory or responsible capacity.

The Worksite Traffic Supervisor shall review the project daily and be involved in any changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and material needed to always maintain traffic control and handle traffic related situations and shall insure that deficiencies in traffic control are corrected.

Failure of the contractor to comply with the above provisions shall result in a temporary suspension of work and a request to immediately vacate the work site. Continuance of work shall be allowed only after traffic control is approved and in operation.

6. OBSTRUCTION BY OTHER WORK:

If access to work sites is obstructed by construction, the contractor shall immediately notify the Project Manager to coordinate work around the area of construction. At no time shall the contractor be entitled to compensation or adjustments for work that was deleted or delayed due to such construction.

7. PERMITS, FEES AND NOTIFICATIONS:

It shall be the contractor's responsibility to conduct the work in accordance with required.

8. HAZARDOUS AND/OR TOXIC WASTE AND POLLUTANTS:

Should the contractor encounter or expose a condition that may indicate the presence of hazardous and/or toxic wastes or pollutants, all operations in the immediate vicinity shall be discontinued and the Project Manager shall be notified immediately. When encountered, the contractor shall make every effort to minimize the spread of hazardous and/or toxic wastes or pollutants into uncontaminated areas.

Disposition of the hazardous and/or toxic wastes or pollutants shall be done by others, not the contractor. The contractor's operation shall not resume in such areas until so directed by the Project Manager.

9. RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The contractor shall use due care to avoid damaging all property associated with, adjacent to or in any way affected by the work being performed. This applies to private property as well as public property and all utilities that may exist within the work area. Included in this provision are privately owned items such as shrubbery, flower beds, irrigation systems (sprinkler heads), mailboxes and other items which may be located within the County's right-of-way or easements. The project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

Except for streetlights, traffic signs, guardrails, delineators and other traffic appurtenances, all repairs shall be made by the contractor at their expense. All repair work shall be completed prior to submitting an invoice for payment. Repair work performed by the contractor in an unsatisfactory manner may be repaired by the County with all incurred costs deducted from the contractor's billing.

Damaged streetlights and traffic items shall be repaired by the County at the current total cost of materials, labor, and equipment. Such total costs shall be deducted from moneys due to the contractor for work completed.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

10. PROVISIONS FOR CONVENIENCE OF PUBLIC:

The contractor shall schedule operations to minimize inconvenience to adjacent businesses and residents as well as vehicular traffic.

11. WORK HOURS:

In general, all work shall be performed during daylight hours. No work shall be done when weather conditions limit visibility to less than 500 feet. No work shall be permitted on Sundays or County Holidays without prior written permission of the Project Manager.

12. SUSPENSION OF WORK:

The Project Manager shall have the authority to suspend work, wholly or in part, for such periods as may be deemed necessary. These periods of suspension include adverse weather conditions, special events and other situations that may cause a hazardous condition for motorists and/or pedestrians. Such suspensions of work shall be ordered in writing explaining the reasons for the suspension. Normal operations shall resume as directed by the Project Manager. No additional compensation shall be applicable for delay.

13. ASSIGNMENT OF WORK TO OTHERS:

If the Project Manager determines that the contractor has fallen behind schedule by two (2) weeks or more, the County reserves the right to assign unfinished work on any cycle to another mowing Contractor or County forces. The contractor shall not be due any compensation for any work performed by another Contractor or County forces. This assignment of work may be made without declaring the contractor in default of the contract.

14. LIMITS OF PROJECT:

Work shall be performed only in County right-of-way or easements. The roadside right-of-way mowing locations are defined in Appendix A. The work consists of furnishing all labor and equipment and performing all operations necessary for grass mowing, grass trimming, edging, and litter removal within County right-of-way and easements, including sloped banks, grassed and landscaped roadsides. Care shall be taken so as not to disturb any private property.

The County reserves the right to modify the mowing schedule, suspend service, alter the area to be mowed, or cancel mowing of a site for any reason.

If the County identifies additional services and/or sites that are not covered under the original Agreement, such additional services may be made a part of this Agreement by a written Amendment.

15. SEQUENCE OF WORK:

The roadside rights-of-ways scheduled for mowing are listed in Appendix A. The contractor shall present as a project submittal a proposed schedule of operations to complete the proposed work within each allotted cycle and in accordance with the bid requirements. A two-week look ahead schedule shall be provided to the Project Manager on the 1st and 3rd week of each month. The two-week look ahead shall describe where each crew shall be working on a specific date. The schedule shall describe a

logical/geographically connected sequence to complete all work within the specified times and frequencies.

Cycle dates and the interim between cycles cannot be changed without the written consent of the Project Manager. Should the contractor desire to change the order of the schedule, such change(s) shall be brought to the attention of the Project Manager and shall require the Project Manager's approval, in writing. The general sequence of work under each cutting cycle for the contractor shall be as follows:

(1) Litter patrol and/or roadside litter removal.
(2) Mowing.
(3) Trimming.
(4) Removing grass and debris on roadways, sidewalks and curb and gutter as applicable.
(5) Quality Control Inspection by contactor.
(6) Work complete report to Project Manager.

Note: For each road segment listed in Appendix A, work items numbered 1-5 shall be started and completed within a maximum of two (2) working days.

16. SCHEDULE OF WORK:

The work specified in these Bid Documents for the roadsides described in Appendix A, shall be performed in its entirety. Each cutting cycle is to be completed in its entirety prior to beginning the next cut.

The following schedule shall be used.

Cut No.	Beginning Date	Completion Date
1	April 1	April 30
2	May 1	May 31
3	June 1	June 30
4	July 1	July 31
5	August 1	August 31
6	September 1	September 30
7	October 1	October 31
8	November 1	November 30

* The first year cut cycle will not begin on April 1st and will be dependent upon the resulting contract's start date. Anticipated first year start date is June 1.

17. LIQUIDATED DAMAGES:

The contractor shall pay to the County liquidated damages in the amount of fifty dollars ($50.00) per workday for failure to complete the work by the completion date specified above on each cut.

As an alternative, the County reserves the right to deduct unfinished work on any cut, which has fallen behind schedule. In such case, the County may assign the unfurnished work to another contractor or County forces. The contractor shall be held liable for any additional cost resulting from the assignment of unfinished work. Remedial work, which may be called for by the Project Manager for failure to adequately perform the work, and rain days shall not be considered justifiable cause for time extensions.

Allowing the contractor to continue to work, or any part of it, to completion, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due.

No liquidated damages shall be imposed for delays caused by the County.

18. **REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICE:**

If any defined action, duty or service, or part thereof, assigned is not performed by the contractor, the value of such action, duty or service, or part thereof, shall be determined and deducted from any invoice claiming such items for payment. If any action, duty or service, or part thereof, has been completed but is determined by the Project Manager to be unsatisfactory, the contractor shall be so notified and given an appropriate amount of time to correct the deficiency. The County shall withhold payment for unsatisfactory work until such time as the work is determined to be acceptable.

19. QUANTITIES:

Actual reimbursement to the contractor shall be based on the Unit Prices established in this bid and the resulting contract. No quantities are guaranteed. Payment quantities shall be determined by field verification with the Project Manager during the actual cut cycle.

20. QUALIFICATION OF PERSONNEL:

The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance.

21. LIMITATION OF OPERATION:

All moving equipment shall be operated in the same direction as the flow of vehicular traffic when being operated within ten feet (10') of any travel way. Exceptions shall be made only when the work site is protected by flaggers and warning devices in accordance with the FDOT MUTCD.

The contractor shall plan operations to minimize bridge crossings. When it is necessary for equipment to cross bridges, extreme care shall be taken using shoulder areas when present.

When crossing travel ways, the crossing shall be accomplished at a predetermined site that allows a safe and unobstructed site distance for oncoming traffic. The equipment operator shall stop before crossing traffic to allow approaching vehicles to pass. Traffic crossings shall be kept to a minimum.

No equipment shall be left overnight within the County's right-of-way or easement without permission from the Project Manager. Parking equipment in the medians shall not be permitted.

All service and supply operations shall be conducted at locations that shall not interfere with vehicular or pedestrian traffic and shall be outside the clear zone. Service vehicles shall be allowed in work areas only to repair or remove equipment, which has become inoperable.

22. SAFETY:

All vehicular equipment including riding mowers shall be equipped with safety devices and provide mowing equipment with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18-inch X 18-inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. All employees shall wear high visibility apparel that meets the standards for High-Visibility Safety Apparel as established by The American National Standards Institute (ANSI) while performing work on this project.

These requirements are to be considered as minimum and the adherence to them shall in no way relieve the contractor of the responsibility of ensuring the safety of employees and the public.

No separate payment shall be made for safety equipment and/or devices.

23. TOOLS AND EQUIPMENT:

It shall be the contractor's responsibility to determine the appropriate type, size and quantity of tools and equipment and the personnel necessary to complete the work called for in the time frame specified herein. An equipment list shall be submitted with the bid response.

All motorized equipment utilized by the contractor shall be painted a color of high visibility. Such equipment and attached safety devices, signs and lights shall be always maintained in proper working order. Approval of the contractor's equipment by the County shall not relieve the contractor of responsibility or liability for personal injury or property damage caused by the equipment operation.

Should the Project Manager determine that any of the equipment is deficient in safety devices, in poor working order or is damaging the turf, ground, curbing and/or pavement, the contractor shall be notified, and such equipment shall be promptly removed from service until the deficiency is corrected to the satisfaction of the Project Manager.

Equipment used to transport litter and debris shall be covered and constructed in such a manner as to prohibit distribution or loss of litter along the roadway.

Additional equipment may be requested by the Project Manager if it is determined that the contractor has insufficient equipment on the job to complete the work called for in the time frame specified. All additional equipment, when requested, shall meet the same equipment requirements specified herein.

The equipment used by the contractor shall be in good repair and shall be maintained to always produce a clean, sharp cut and a uniform distribution of the cuttings. The mowers shall be adjustable to produce a cut no higher than three-inches (3”). Mower blades shall be sharpened.

Equipment shall be required to adequately cut grass on overpasses, ditch banks, ditch bottoms and areas beyond the ditch banks within the right-of-way. Areas for which cutting, and trimming is required are not restricted to only those areas of tractor access. If a ditch bottom is too wet for tractor access (excluding those with standing water more than two inches (2”) deep or if an area such as a ditch bank or area beyond the ditch bank is not accessible by tractor, some other means of mowing shall be provided, such as an articulated arm mower, manual trimming, etc. Lack of suitable equipment on the site shall not be considered as a reason for not mowing an area. At no time shall equipment failure be deemed a reason for delay in work production.

The contractor shall be required to maintain as part of their inventory “front deck mowers” for narrow/small areas. This equipment shall be part of the “list of all equipment” required below.

24. MOWING:

24.01 DESCRIPTION

The work covered by this Section consists of the routine mowing of grassed and/or vegetated roadside areas with commercial grade, high production mowing equipment. Vegetation to be mowed shall include grass, vines, weeds and small trees, bushes, and shrubs with a stem diameter of up to two inches (2”) when measured six inches (6”) above the ground.

Grass clippings shall be cleared from sidewalks, drives, and parking areas immediately after each cutting. If at any time, after cutting, clippings should be left in visible clumps or piles, this excess shall be removed immediately.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

24.02 WIDTH OF CUT

The width of cut for all roads described in Appendix A shall be from right-of- way line to right-of-way line, including ditches, swales, and backslopes and medians for each road. The acreage for each site accounts for areas not to be cut (wooded areas, areas of ornamental shrubbery, asphalt pavement, sidewalks, etc.). Right-of-way or easement location shall be subject to concurrence of the Project Manager. The number of acres to be completed may vary per cycle when wildflowers are in bloom or are reseeding.

For roads where fence lines are located on the right-of-way line, mowing shall be accomplished within six inches (6") of the fence. Care shall be taken to avoid damage to the fences.

24.03 HEIGHT OF CUT

The height of cut for all sites shall be no higher than three-inches (3"). This includes the remaining trunk or stub of trees (2" diameter or less) and shrubs, which are to be cut. At no time shall the contractor allow mowers or trimmers to cut grass low enough to cause injury to the root system of the grass being mowed or that of adjacent trees and shrubs, which are to remain.

24.04 REMOVAL OF SMALL TREES AND SHRUBS

Small trees, bushes, and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground shall be either removed from the job site or consumed by the mowing operation.

Removal of small trees, limbs and/or branches that can be picked up by hand and that are less than 4 inches in diameter shall be the contractor's responsibility. Vegetation covered by this Section shall consist of all grass, part grass and part weed growth, or all weed growth, and all overhanging vine growth within the area to be mowed; vegetation may be dead or alive. All such material removed shall be disposed of at an appropriate landfill with payment incidental to the applicable item. However, when large trees, limbs and/or branches are encountered on site, the contractor shall notify the Project Manager to arrange for their removal. Mowing and trimming shall continue around such objects until they are removed.

No separate payment shall be made for collecting and removing any such small trees and/or shrubs from the job site.

24.05 REMOVAL OF LITTER AND LARGE DEBRIS

Litter and debris removal shall be performed each cut cycle. Prior to mowing and trimming, the contractor shall locate and remove from each site all large items of debris, which may be torn, ripped, or scattered by the mowers or trimmers. The method of removal shall be at the contractor's discretion. However, should the contractor fail to remove debris and its operation causes it to be scattered, payment for that site shall be withheld until all debris has been completely removed and disposed of. The litter shall be removed from the site prior to beginning any other work. Subdividing, ripping, or scattering litter by mowing shall not be allowed.

Litter and/or debris shall consist of various size bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, junk metal, brush, white goods, furniture, dead animals, and other items not considered normal to the right-of-way or easement. It is not intended that minute objects such as cigarette butts, chewing gum wrappers, and similarly sized items be included in the items to be removed from the cut area.

Any tires or white goods including, but not limited to, refrigerators, stoves, microwave ovens and air conditioners shall be reported to the Project Manager immediately upon their encounter. The Project Manager shall arrange for pickup by others.

Payment for this work shall be made at the respective Unit Price established in the Proposal for "Litter Removal".

The contractor shall notify the Project Manager of any dead animals encountered. The Project Manager shall be informed of the animal's location. The contractor shall not be responsible for the transport or disposal of dead animals.

25. TRIM WORK (WEEDWHACKING/EDGING):

25.01 DESCRIPTION

The work covered by this Section consists of the routine trimming and edging of grass and the other vegetation with commercial grade, high production equipment. Trim work shall be accomplished around and/or along permanent objects including but not limited to, posts, poles, trees, shrubs, fences, sidewalks, columns, headwalls, etc. Unless otherwise specified, manual labor and equipment required to perform the work shall be incidental to the mowing being performed.

25.02 SCHEDULE

The schedule for trim work shall be the same as that established for mowing and shall be accomplished concurrently with the mowing operations. The trim work may be performed before or after the mowing operations, but the time between litter pickup and reporting completion of all work at a location as described on the work complete report shall not exceed two (2) days.

25.03 DAMAGE PREVENTION AND SAFETY

Special care shall be taken when trimming around trees and/or shrubs to avoid damaging surface roots and bark as well as fences and other items which are subject to damage by the trimming operation. All equipment utilized for trim work shall be equipped with adequate safety devices to protect the operator from flying debris. It shall be the contractor's responsibility to ensure that all trimming equipment operators are performing the work in a safe manner.

25.04 HEIGHT OF CUT

The height of cut for grass and vegetation, which is to be trimmed, shall be no higher than three-inches (3"). At no time shall the trimmers cut grass and/or vegetation low enough to damage the root system of the vegetation being trimmed.

26. PAYMENT:

The contractor shall be paid for work accomplished and accepted for at the respective Unit Prices established in the bid document not later than 45 days from receipt of proper invoice. Each Unit Price shall include all labor, materials, tools, and equipment necessary to accomplish the work called for.

Payment shall be made only for actual quantities of work performed and accepted, provided certain payments have not been withheld as stipulated by these bid requirements.

31. PAYMENT REQUESTS:

The contractor shall invoice the County monthly. The contractor may request payment only after each required cut cycle is completed and accepted in its entirety.

32. PARTIAL PAYMENTS:

Partial payment shall mean payment for work performed on a portion of an individual site or a portion of the sites during any cycle. Except as noted below, no payment shall be made for individual sites until all the sites on the current cycle have been mowed, trimmed, and edged and all litter, debris and clippings removed and disposed of in accordance with the requirements of this bid.

Partial Payment, as defined above, shall be made only when the contractor cannot perform all the work called for due to circumstances beyond its control. The contractor shall notify the Project Manager immediately upon encountering such circumstances to allow for remedial action and/or approval of partial payment.

33. TERMS:

The initial contract shall be awarded to the lowest responsive and responsible bidder for a period of twenty-four (24) months from the date of the Board of County Commissioners approval, with the County reserving the right and option to extend the contract for an

additional two (2) periods of twelve months each, if such is agreeable with the successful contractor.

Adjustment of rates may be negotiated during a renewable term if requested by the contractor in writing to the County ninety (90) days in advance of the renewal date. Any adjustment shall require concurrence from the County.

34. ADDITONAL SERVICES AND FEES:

If the County and/or contractor identifies any additional services to be provided by contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the contractor.

35. PERFORMANCE EVALUATION:

A work performance evaluation will be conducted periodically to ensure compliance with the resulting contract.

ATTACHMENT B

APPENDIX A RIGHT-OF-WAY MOWING (SOUTH)

ROAD	START	FINISH	LENGTH	LENGTH LEFT	LENGTH RIGHT	ACRES
CR 209	SANDRIDGE RD	HENLEY RD	21140	30	29	28.63
OLD FERRY RD	CR 209	BOAT RAMP	2116	7.5	7.5	0.73
SANDRIDGE RD	HENLEY RD	CR209	18983	26	28	23.53
CR 209B	CR 209	END	8034	20	35	10.14
CR 209A	CR 209B	END	2800	27	35	3.99
CR 209	CR315B	SANDRIDGE RD	14440	19	30	16.24
CR 209	US 17	CR 315B	2361	11	20	1.68
CR 315B	R/R TRACKS	CR 315	2650	25	25	3.04
CR 315	US 17	SR 16	22000	25	25	25.25
ROSEMARY HILL	CR 315	EOP	7200	35	35	11.57
SPRING BANK RD	SR 16	EOP	31770	30	30	43.76
CR 16A	SR 16	LOOP	6475	13.5	13.5	4.01
CR 15-A	US 17	GREEN COVE AVE	16300	24	11	13.1
CR 209 S	US 17	DECOY RD	42350	24	24	46.66
CR 226	209 S	US 17	8775	40	15	11.08
JP HALL BLVD	CR 226	US 17	6425	22	22	6.48
WILLIAMS PARK	CR 209S	END	7442	20	20	6.83
MARANDA DR	CR 209S	Loop Cassie Street	4250	25	20	4.39
DECOY RD	CR 209S	US 17	14492	25	25	16.63
WARNER RD	US17	END OF PAVEMENT	15127	30	25	19.1
CR 209 (east of US 17)	US 17	BRIDGE	8950	15	15	6.16
MAHAMMA BLUFF DR	US 17	END	3043	20	20	2.78
				TOTAL ACRES-ROW-LITTER		**305.78**
				TOTAL ACRES-ROW-MOW		**305.78**

BID NO. 21/22-37, RIGHT-OF-WAY MOWING (SOUTH) RE-BID
PRICE SHEET

(Total shall include scope of services for Right-of-Way Mowing (South) in accordance with locations and frequency listed in the bid and Appendix A)

RIGHT-OF-WAY MOWING (SOUTH) (for 8 cut cycles)

ITEM	DESCRIPTION	Unit	Unit Price	Estimated Quantity	Extended Total
1	Litter Removal	Acre	20.00	2,446.24	48,924.80
2	Mowing and Trimming	Acre	45.00	2,446.24	110,080.80

***An equipment list shall be submitted with the bid response.**

Total cost per specifications of extended totals for items 1- 2 above: $ 159,005.60

Total Bid Written Words:

one hunded fifty-nine thousand five & 60/100

COMPANY NAME: GreenWay Lawn & Landscape

**The County reserves the right to request a more defined schedule of values from contractors.

Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days. The term bid bond shall include bonds or cashier or certified checks payable to the County.

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee DATE: 5/5/2022

FROM: Karen Smith, Administrative
& Contractual Services

SUBJECT: Approval to reject the two bids received for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project due to budget concerns. Both bids received are over budget. This project is funded by a Local Agency Program Agreement with FDOT. The project will be re-bid allowing for additional time to secure construction materials and complete the project.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The intent of this project is to provide intersection improvements including construction of offset left turn lanes and associated improvements.
The County entered into a LAP Agreement with FDOT for funding of the project. Prices were double the funds received from FDOT. After discussion with FDOT and contractors we feel that allowing more time to secure construction material and complete the project, we may receive a better price proposal. The project is to be completed per the funding agreement no later than 12/31/2023.

Bid invitation was sent to 98 companies with 2 responses received.

ATTACHMENTS:

Description

- Memo - backup

REVIEWERS:

Department	Reviewer	Action	Date	Comments

Administrative and Contractural Services	Thomas, Karen	Approved	5/11/2022 - 1:54 PM AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/11/2022 - 2:52 PM AnswerNotes

BID TABULATION FORM

Bid : 20/21-45 | Date: November 19, 2021

Proj: **CR 220 At Town Center Blvd. Intersection Improvement Project** | Time Open: 9:04 AM

Ad: Clay Today, October 21 & 28, 2021 | Time Close: 9:08 AM

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

	Bidder	Bid Bond	Receipt of Addena	Total Amount
1	D. B. Civil Construction	Yes	Yes	774,870.10
2	J. D. Hinson Company	Yes	Yes	809,670.82
3	CGC, Inc.			NO BID
4				
5				
6				
7				
8				
9				
10				
11				
12				

*Staff will review the bids and present a recommendation to the Budget and Audit Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document. Items above are subject to full review and evaluation of submittal.

Bid No. 20/21-45 , CR 220 AT TOWN CENTER BLVD.
INTERSECTION IMPROVEMENT PROJECT

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: DB Civil Construction, LLC

ADDRESS: 4475 US 1 S. Ste 707

St. Augustine, FL

32086

TELEPHONE: 386-256-7460

FAX #:

E-MAIL: Estimating@DBCivilConstruction.com

Name of Person submitting Bid: Connie Baylor

Title: Manager

Signature: Connie Baylor

Date: November 18, 2021

Area Representative Contact Information: David Borchert

CONTRACT EXECUTION INFORMATION:

DESIGNATED SIGNEE: Connie Baylor

MAILING ADDRESS: 4475 US 1 S Suite 707, St. Augustine, FL

32086

EMAIL: estimating@DBcivilconstruction.com

ADDENDA ACKNOWLEDGMENT

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 11/12/2021 Acknowledged by: Connie Baylor

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Bid No. 20/21-45 , CR 220 AT TOWN CENTER BLVD.
INTERSECTION IMPROVEMENT PROJECT

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: J.D. Hinson Company

ADDRESS: PO Box 551097

Jacksonville, FL 32255

TELEPHONE: 904-334-0066

FAX #: 904-257-2004

E-MAIL: david@jdhinson.com

Name of Person submitting Bid: J. David Hinson

Title: President

Signature:

Date: 11/18/21

Area Representative Contact Information: 904-334-0066

CONTRACT EXECUTION INFORMATION:

DESIGNATED SIGNEE: J. David Hinson

MAILING ADDRESS: PO Box 551097

Jacksonville, FL 32255

EMAIL: david@jdhinson.com

ADDENDA ACKNOWLEDGMENT

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 11/12/21 Acknowledged by:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Bid No. 20/21-45, CR 220 AT TOWN CENTER BLVD. INTERSECTION IMPROVEMENT PROJECT

PURPOSE

Clay County requests bids to perform the construction of intersection improvements at CR 220 at Town Center Boulevard. The improvements include construction of offset left turn lanes and associated improvements.

SCOPE OF WORK

The Contractor will be responsible for performing construction of intersection improvements at CR 220 at Town Center Boulevard. Work activities include but are not limited to the following: maintenance of traffic, clearing and grubbing, excavation and grading, erosion and sediment control, asphalt paving, drainage, sodding, signalization, signs, and pavement markings.

This project includes all associated work shown in the plans and specifications attached to this bid.

Contractors must attend the mandatory pre-bid meeting held on November 4, 2021 at 9:00 a.m. to be eligible to bid on this project.

Contractors are required to submit FDOT Pre-Qualified Fields listed within this bid. This project is Federally Funded and being delivered through the Local Agency Program. (LAP) It shall be the responsibility of the Contractor to assist the County with all requirements and obligations for federal-aid construction contracts. Refer to Attachment for Local Agency Project (LAP) Supplemental Specification applicable to this project.

All construction shall comply with the Florida Department of Transportation, FY 20/2021 Standard Plans for Road and Bridge Construction including Interim revision and Florida Department of Transportation, January 2021 FDOT Standard Specifications for Road and Bridge Construction. Contractor must abide by all documented requirements and general notes as listed in the construction plans.

The Contractor shall provide a (CPM) Critical Path Method production schedule meeting the contract days. This schedule shall be held to close scrutiny due to the impact to inspection time. If the contractor does not hold to the production schedule, the Contractor may be required to pay for inspection services for downtime of production. The Daily charge for Liquidated Damages shall be in accordance with Section 8-10 of the LAP Specifications.

The Contractor shall accomplish substantial completion within **45** calendar days from the Notice To Proceed Date.

The Contractor shall accomplish final completion within **60** calendar days from the Notice To Proceed Date.

PAYMENT

The Contractor may request payment no more than once monthly, based on the amount of work done or completed.

PRICE PROPOSAL

Bid No. 20/21-45, CR 220 AT TOWN CENTER BLVD. INTERSECTION IMPROVEMENT PROJECT

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL COST
0101 1	MOBILIZATION	LS	1		
0102 1	MAINTENANCE OF TRAFFIC	LS	1		
0102 4	PEDESTRIAN SPECIAL DETOUR (7 SY)	LS	1		
0102 14	TRAFFIC CONTROL OFFICER	HR	24		
0102 74 7	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	LF	114		
0102 10 4	TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION	ED	60		
0102 10 7 1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	ED	60		
0104 10 3	SEDIMENT BARRIER	LF	345		
0104 18	INLET PROTECTION	EA	4		
0110 1 1	CLEARING & GRUBBING (0.69 AC)	LS	1		
0120 1	REGULAR EXCAVATION	CY	220.4		
0120 6	EMBANKMENT	CY	466.4		
0285709	OPTIONAL BASE, BASE GROUP 09	SY	896		
0327 70 6	MILLING EXIST ASPH PAVT, 1.5" AVG DEPTH	SY	2364		
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	95.0		
0337 7 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	266.2		
0425 152 1	INLETS, DT BOT, TYPE C, <10	EA	2		
0430 175 218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18" S/CD	LF	408		
0430 982 625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	EA	2		
0524 1 29	CONCRETE DITCH PAVEMENT, 4", REINFORCED	SY	2		

CONTRACTOR NAME:_____

PRICE PROPOSAL (Continued)

Bid No. 20/21-45, CR 220 AT TOWN CENTER BLVD. INTERSECTION IMPROVEMENT PROJECT

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL COST
0570 1 2	PERFORMANCE TURF (SOD)	SY	2474		
0710 111 01	PAINTED PM, STD, WHITE, SOLID, 6"	GM	0.189		
700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	4		
700 1 50	SINGLE POST SIGN, RELOCATE	AS	1		
700 1 60	SINGLE POST SIGN, REMOVE	AS	1		
710 90	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	LS	1		
711 11 123	THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWALK	LF	280		
711 11 124	THERMOPLASTIC, STD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	318		
711 11 125	THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LINE	LF	102		
711 11 141	THERMOPLASTIC, STANDARD, WHITE, (6/10) DOTTED GUIDELINE, 6"	GM	0.030		
711 11 170	THERMOPLASTIC, STANDARD, WHITE, ARROWS	EA	10		
711 14 125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	230		
711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.158		
630 2 11	CONDUIT (F&I) (OPEN TRENCH)	LF	445		
630 2 12	CONDUIT (F&I) (DIRECTIONAL BORE)	LF	405		
632 7 1	SIGNAL CABLE (NEW OR RECONSTRUCTED INTERSECTION) (F&I)	PI	1		
635 2 11	PULL & SPLICE BOX (F&I)	EA	14		
646 1 12	ALUMINUM SIGNALS POLE (F&I) (PEDESTRIAN DETECTOR POST)	EA	1		
646 1 60	ALUMINUM SIGNALS POLE (REMOVE)	EA	1		
650 1 14	TRAFFIC SIGNAL (F&I) (ALUMINUM) (3 SECTION) (1 WAY)	AS	2		

CONTRACTOR NAME:_____

PRICE PROPOSAL (Continued)

Bid No. 20/21-45, CR 220 AT TOWN CENTER BLVD. INTERSECTION IMPROVEMENT PROJECT

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL COST
650 1 16	TRAFFIC SIGNAL (F&I) (ALUMINUM) (4 SECTION) (1 WAY)	AS	2		
650 1 60	TRAFFIC SIGNAL (REMOVE) (POLES TO REMAIN)	AS	2		
660 2 102	LOOP ASSEMBLY (F&I) (TYPE B)	AS	4		
660 2 106	LOOP ASSEMBLY (F&I) (TYPE F)	AS	2		
665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	1		
665 1 60	PEDESTRIAN DETECTOR, REMOVE-POLE/PEDESTAL TO REMAIN	EA	1		
670 5 600	TRAFFIC CONTROLLER ASSEMBLY (REMOVE) (CONTROLLER WITH CABINET)	AS	1		
671 2 30	TRAFFIC CONTROLLER (INSTALL)	EA	1		
676 1 116	TRAFFIC SIGNAL CONTROLLER CABINET (F&I WITHOUT CONTROLLER) (NEMA SIZE 6) (44" W x 52" H x 24" D)	EA	1		
676 1 400	TRAFFIC SIGNAL CONTROLLER CABINET (RELOCATE)	EA	1		
684 1 4	MANAGED FIELD ETHERNET SWITCH (RELOCATE)	EA	1		
700 3 201	SIGN PANEL (F&I) (OVERHEAD MOUNT) (UP TO 12 SF)	EA	2		
700 3 601	SIGN PANEL (REMOVE) (OVERHEAD MOUNT) (UP TO 12 SF)	EA	2		

GRAND TOTAL $_____
(Figures)

_____
(Written in Words)

Proposals require a five (5%) percent bid bond (based on above total) and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

CONTRACTOR NAME:_____

BID INVITATIONS SENT TO

Bid 20/21-45, CR 220 At Town Center Blvd. Intersection Improvements

A J Johns Inc	johnk@ajjohns.com
A D Morgan Corporation	mdamaddio@admorgan.com
A J Johns Inc	johnk@ajjohns.com
Al Tidball	altidball@aol.com
Align Engineering Group Inc	anthony@alignengineering.com
Anderson Columbia	tonyw@andersoncolumbia.com
Archer Western	badams@walshgroup.com
Baker Constructors	bpate@bakerconstructors.com
Balfour Beatty	davecampbell@balfourbeattyus.com
Besch & Smith Civil Group	tom@beschandsmith.com
Booth Ern Straughan & Hiott	cbulgrin@besandh.com
Booth, Ern, Straughan & Hiott	cking@besandh.com
Bowman Consulting Group	jrobinson@bowmanconsulting.com
C & E S Consultants Inc	jharris@candesconsults.com
Callaway Contracting, Inc.	jeremy@callawaycontracting.com
Capps Land Management	joann@cappsland.net
Caps Land	clyde@cappsland.net;
CDM Contracting Inc	operations1@cdmcontracting.com
CGC, Inc	office@cgccivil.com
Charles Perry Partners, Inc.	palmer.collins@cppi.com
CHW	shannonb@chw-inc.com
CHW, Inc.	shannonb@chw-inc.com
Clay County Utility Authority	ravery@clayutility.org
Commercial Industrial Corp	jay@cicfl.com
Connelly & Wicker Inc	jreck@cwieng.com
Construct Connect	katherine.bliss@constructconnect.com
Core Construction Group	xarroyo@ourcoregroup.com
Core Engineering Group	xarroyo@ourcoregroup.com
Curt's Construction Inc	estimating@curtscon.com
DB Civil Construction	vmurphy@dbcivilconstruction.com
Dannick Engineering Consultants	ccabral@dannickconsultants.com
Deltek, Inc	publicrecords@deltek.com
E J Breneman	cwojciechowski@ejbreneman.com
Edwards Engineering Inc	gedwards@edwardseng.com
Elkins Construction LLC	cmccall@elkinsllc.com
Elton Alan	mike@eltonalan.com
England Thims & Miller	brooksj@etminc.com
Florida Bridge & Transport	jrivera@flbridge.com
Florida Roads Construction	tchurch@floridaroadsllc.com
Florida Safety Contractors	estimating@floridasafetycontractors.com
GAI Consultants	r.jamieson@gaiconsultants.com
Gibbs & Register Inc	estimating@gibbsandregister.com
Granger Maintenance & Construction	eddiegranger@grangermaint.com
Greenman-Pedersen Inc	dbuwalda@gpinet.com
GWP Construction	bid@gwpconstruction.com

BID INVITATIONS SENT TO

Bid 20/21-45, CR 220 At Town Center Blvd. Intersection Improvements

Hadden Engineering	keithhadden@haddeneng.com
Heart Construction LLC	joyce@heartconstruction.com
Hewitt Contracting	hhawes@aol.com
HNTB Corporation	kmorefield@hntb.com
Hubbard Construction Co	jon.ritchey@hubbard.com
J D Hinson Company	jdhinsoncompany@gmail.com
J. B. Coxwell Contracting, Inc.	robp@jbcoxwell.com
Jacobs Engineering	mike.dykes@jacobs.com
Jax Utilities Management, Inc.	melissa.jaxum@att.net
Jeff's Excavating	dharsey@bellsouth.net
Jones Edmunds	aaltman@jonesedmunds.com
KCI Technologies Inc	mike.fleming@kci.com
Kiewit Infrastructure South Co	christine.beaudoin@kiewit.com
Kirby Development	pbk@kirbydevelopment.com
Knowles Civil Engineering Inc	kckcei@juno.com
Kudzue3 Trucking & Paving	lbkudzue3@yahoo.com
LTG, Inc.	ncaparas@ltg-inc.us
M J Johnson Construction Inc	johnsonbuilders@bellsouth.net
Mallen Construction Inc	adavis@mallenconstruction.com
MDG	stephanie@mdginc.com
Michael Baker International	brussell@mbakerintl.com
Michael Baker Jr Inc	gadabkowski@mbakercorp.com
ONAS Corporation	bandele@onascorporation.com
Osiris 9	satya.kolluru@osiris9.com
Palm Beach Grading Inc	atisci@pbgrading.net
Pars Construction	acampbell@pars-construction.com
Peters and Yaffee Inc	ryaffee@petersandyaffee.com
Petticoat Schmitt	lkeller@petticoatschmitt.com
Pinnacle Site	abram@pinnaclesite.com
Pipeline Contractors Inc	marney@pipelinecontractorsinc.com
Precision 2000 Inc	juangarcia954@msn.com
Prosser Inc	pszykowny@prosserinc.com
R & B Contracting Inc (MBE)	rbcontrg@bellsouth.net
R. B. Baker Construction	aconner@rbbaker.com
R B Baker Construction	scarlson@rbbaker.com
R S & H	cj.youmans@rsandh.com
River City Constructors	marlon@southcoastcg.com
Riverstone Construction LLC	dmcgough@riverstoneconst.com
Robert Bandes	estimating@bandeconstruction.com
Solid Rock Engineering	rgibbs@solidrockengineering.com
SRW Construction Inc	jasonharper@wildblue.net
Structures International LLC	bconnors@structuresintl.com
Superior Construction	dnardon@superiorconstruction.com
T G Utility Company Inc	arios@tgutility.com
Taylor & White Inc	robert.white@taylorandwhite.com

BID INVITATIONS SENT TO

Bid 20/21-45, CR 220 At Town Center Blvd. Intersection Improvements

The Development Company Inc	mcguiganm@comcast.net
Traffic Control Products	estimate@trafficcontrolproducts.org
Universal Engineering	jcdougherty@universalengineering.com
Vallencourt Construction Co Inc	marcus@vallencourt.com
W W Engineering Inc	randy-walker@comcast.net
W W Engineering Inc	randy-walker@comcast.net
Walker & Company	dhussey@walkercc.com
Watson Civil Construction Inc	estimating@watsoncivil.com

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee DATE: 5/9/2022

FROM: Karen Smith, Administrative
& Contractual Services

SUBJECT: Approval of first renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

RFP provides the purchase and installation of playground equipment and ballfield lighting as needed at parks county wide.

The percent discount and pricing from all distributors remains the same. Distributors were allowed to add manufacturers with this renewal. Renewal acknowledgment letters were received and the attached documents reflect the distributors wishing to renew.

The RFP has a current total of 63 distributors.
4 distributors did not choose to renew and 6 distributors added new manufacturers.
See the attached memo for additional information.

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
Yes

Account - Various Amount - Per Discount (as needed)

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

Description

bid renewal

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Rejected	5/9/2022 - 4:46 PM	change back up
Administrative and Contractural Services	Fish, Donna	Approved	5/9/2022 - 5:33 PM	Resubmitted
Administrative and Contractural Services	Thomas, Karen	Approved	5/11/2022 - 4:15 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/11/2022 - 4:18 PM	AnswerNotes

Administrative & Contractual Services
PO Box 1366
Green Cove Springs, FL 32043

Physical Address:
477 Houston Street
Admin. Bldg., 4th Floor
Green Cove Springs, FL 32043

Phone: 904-278-3766
904-278-3761
904-284-6388

Fax: 904-278-3728

County Manager
Howard Wanamaker

Commissioners:

Mike Cella
District 1

Wayne Bolla
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com

May 9, 2022

MEMORANDUM

TO: Howard Wannamaker,
County Manager

FROM: Karen Smith,
Purchasing Director

SUBJECT: Finance and Audit Committee agenda item for May 17, 2022.

First Renewal for RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. RFP provides purchase and installation of playground equipment and ballfield lighting as needed at parks county wide.

The percent discount remains the same for all distributors as received in their bid and they are allowed to add manufacturers with this renewal. The companies acknowledged their renewal with memos.

1. The following companies did not choose to renew: Custom Canopies, Playworx Playsets, Wausau Tile, and Robertson Industries.

2. Bliss Products and Services, Inc. added the following manufacturers: Cedar Forest Products, East Coast Mulch, and Madrax.

3. Greenfields Outdoor Fitness, Inc. added manufacturer Shade Systems, Inc.

4. Top Line Recreation, Inc. added the following manufacturers: Yalp Playgrounds, Percussion Play, and Dog On It Parks.

5. Rep Services, Inc. added manufacturer Hanover Specialties Poured in Place Surfacing – EPDM, Bondflex & Granuflex.

6. Swartz Associates, Inc. added the following manufacturers: Sports Play Equipment, Inc. and Ultra Site.

SHELTERS, SHADES & STRUCTURES

Distributor	Manufacturer	Shelters, Shades, Structures	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Alterations & More	Fabrics for shade structues, canopies, and pads	5%	Priced Per Job	N/A	Request Quote	N/A
	CemRock	Artificial Environments	5%	Priced Per Job	www.cemrock.com	Request Quote	On Website
	G & A Manufacturing Inc.	Ramps, Stars, Gangways, Docks, Railings	5%	Priced Per Job	www.gamanufacturing.com	Request Quote	On Website
	Newsome Fence	Fencing	5%	Priced Per Job	www.newsomfence.com	Request Quote	On Website
	Outback Shelters	Shade Structures	5%	35%	N/A	Yes	On Price Sheet
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	Priced Per Job	www.rcpshelters.com	Request Quote	On Website
	Shade America	Canopies	10%	Priced Per Job	Yes	Request Quote	In Catolog
	Spiral Court King	Spiral Stairs	5%	Priced Per Job	www.spiralstarsofamerica.com	Request Quote	On Website
	Structural Wood Systems	Structural Glued Laminated Timber	5%	Priced Per Job	www.structuralwood.com	Request Quote	On Website
	Superior Shade	Umbrellas, Canopies, Sails	5%	Priced Per Job	Yes	Yes	In Catolog
	Superior Shelters	Shelters, Gazebos, Shades	5%	Priced Per Job	Yes	Yes	In Catolog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Superior Recreation Shades	Domes, Umbrellas, Shades	5%	49%	Yes	Digital Copy	Digital Copy
	UltraShade	Shade Canopies	5%	49%	Yes	Digital Copy	Digital Copy
	Icon Shleters	Shade Shelters, Entry Ways,	5%	69%	Yes	Digital Copy	Digital Copy
	Superior Shelters	Shelters, Gazebos, Shades	5%	69%	Yes	Digital Copy	Digital Copy
	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos	5%	69%	Yes	Digital Copy	Digital Copy

	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Shades	Sails, Shades, Canopies	5%	30%	Yes	??	Yes
	SRP Shelters	Gazebos, Pavilions	5%	30%	Yes	??	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	USA Shade	Shades, Canopies	Tier	Priced Per Job	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	USA Shade	Shade Canopies	5%	180%	Yes	In Catalog	Yes
	Classic Recreation Systems, Inc	Shelters,	5%	75%	Yes	In Catalog	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
RCP Shelters, Inc (772) 288-3600 info@rcpshelters.com	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions,	15%	175%	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Shade Systems Inc	Installation of Shade Structures	N/A	100%	No	No	No
	Apollo Sunguard (Shade) Systems Inc	Installation of Shade Structures	N/A	110%	No	No	No
	RCP Shelters	Installation of Shade Structures	N/A	150%	No	No	No
	Poligon by Porter	Installation of Shade Structures	N/A	150%	No	No	No
	Ball Fabrics	Installation of Shade Structures	N/A	110%	No	No	No
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Shade Systems Inc	Shades, Sails	5%	125%	Yes	In Catalog	In Catolog

	Americana Building Products	Gazebos, Walkway Covers, Roofs	5%	100%	Yes	In Catalog	In Catolog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playspace Services (321) 775-0600 info@playspaceservices.com	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos Installation	5%	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Ultra Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Icon Shleters	Shade Shelters, Entry Ways, Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shelters	Gazebos, Pavilions Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Skyways Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	USA Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	Poligon/Parasol Shade	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Porter/Poligon Shelters	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	USA Shade	Shade Canopies	5%	N/A	Yes	No	No
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	N/A	No	No	No
	Coverworx Shelters	Pavilions, Gazebos, Shelters	5%	N/A	Yes	No	No
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Green Fields Outdoor fitness, Inc (888) 315-9037 sam@greenfieldsfitness.com	Shade Systems, Inc	Outdoor Shades, Canopies	n/a	N/A	No	No	Yes

SITE AMENITIES & FURNISHINGS

Distributor	Manufacturer	Site Amenities & Furnishings	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dero	Bike Racks	5%	Priced Per Job	Yes	Yes	In Catalog
	Doty & Sons Concrete	Concrete Containers, Benches, Tables	5%	Priced Per Job	www.dotyconcrete.com	Request Quote	On Website
	Forte	Plastic Fixtures, Trash Cans, ect	5%	Priced Per Job	www.forteproducts.com	Request Quote	Yes
	GT Grandstands	Bleachers	10%	Priced Per Job	Yes	Yes	On Website
	Jayhawk Plastics/FROG	Tables, Benches, Trash Cans	10%	Priced Per Job	Yes	Yes	In Catalog
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	Priced Per Job	www.kaypark.com	Request Quote	On Website
	Kings River Casting	Benches, Receptacles, Tables, Bike Racks	5%	Priced Per Job	www.kingsrivercasting.com	Request Quote	On Website
	Most Dependable Fountains	Fountains	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Murdock Fountains	Fountains	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Site	Benches, Receptacles, Tables,	5%	Priced Per Job	Yes	Yes	In Catalog
	Wausau International	Banches, Tables, Trash Cans, ect	5%	Priced Per Job	www.wausaumade.com	Request Quote	On Website
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	SRP Amenities	Tables, Benches, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digistal Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy

	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Park Catalog Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	No	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans	5%	30%	Yes	??	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	30%	Yes	??	Yes
	Ultra Site	Tables, Benches, Bike Racks, Trash Cans	5%	30%	Yes	??	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Wabash Valley	Tables, Benches, Trash Cans	Tier	Priced Per Job	www.wabashvalley.com	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Recycled Plastic Factory (941) 473-1618 cgoogins@recycledplasticfactory.com	Recycled Plastic Factory	Recycled benches, tables, lumber, Parking Curbs	25%	15%	N/A	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	MyTCoat	Tables, Benches, Bike Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Frog Furnishings	Tables Benches, Trash Cans, Kiosks	8%	35%	Yes	In Catalog	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	6%	35%	Yes	In Catalog	Yes
	SiteScapes Inc.	Tables, Benches, Trash Cans, Bike Racks	5%	35%	Yes	In Catalog	Yes

	Superior Site Amenities	Tables, Benches, Bike, Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Ultrasite	Benches, tables, trash cans	7%	35%	No	Catalog	Yes
	Vista Furnishings	Benches, Trash Cans, Bike Racks	6%	35%	Yes	In Catalog	Yes
Dominica Recreation Products (800) 432-0162 robd@gametime.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Ultrasite Furnishings	Benches, Bike Racks, Tables,	5%	30%	Yes	No	Yes
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Wabash Valley	Tables, Benches, Trash Cans	5%	32%	Yes	In Catalog	Yes
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Ultrasite	Site Furnishing Installation	N/A	45%	No	No	No
	Dumor Site Furnishings	Site Furnishing Installation	N/A	75%	No	No	No
	Wausau Tile, Inc	Site Furnishing Installation	N/A	100%	No	No	No
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Premier Polysteel	Benches, Tables, Trash Cans, Bike Racks	5%	45%	Yes	In Catalog	In Catalog
	Patterson-Williams	Benches, Tables,	5%	45%	Yes	In Catalog	In Catalog
	Frog Furnishings	Benches, Tables, Trash Cans,	5%	45%	Yes	In Catalog	In Catalog
	Dog on it Parks	Dog Park equipment	5%	42%	No	In Catalog	In Catalog
	MyTCoat	Benches Tables, Trash cans	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**

Playspace Services (321) 775-0600 info@playspaceservices.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Park Catalog/Highlands Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	N/A	N/A	Digital Copy	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Dumor Site Furnishings	Benches, Trash Cans, Bike Racks, Tables	2%	50%	Yes	Yes	Yes
	Anova Site Furnishings	Tables Benches, Trash Cans,	2%	50%	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Murdock Fountains	Water Fountains	5%	27%	Yes	No	No
	Wabash Valley	Tables, Benches, Trash Cans	5%	27%	Yes	In Catalog	In Catalog
	Recycle Design	Benches	5%	27%	Yes	No	No
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	5%	27%	Yes	No	Yes
	Madrax	Bike Lockers	5%	27%	www.madrax.com	No	No

PLAYGROUND EQUIPMENT & STRUCTURES

Distributor	Manufacturer	Playground Equipment & Structures	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Action Play	Boarders, Ramp Systems, Mats	5%	Priced Per Job	Yes	Yes	Varies Per Product
	Bark Park	Dog Park Products	8%	35%	Yes	Yes	On Price Sheet
	Big Toys	Interactive Playgrounds	5%	35%	Yes	Yes	On Price Sheet
	Dynamo Playgrounds	Innovative Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog
	Elephant Play	Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog
	Everlast Climbing	Climbing Walls, Jungle Gyms, ect	10%	35%	Yes	Request Quote	In Catalog
	Free Note- Harmony Park	Musical Play Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Jensen Swings	Playgournd Swings, Slides	5%	Priced Per Job	www.jensenswing.com	Yes	On Price Sheet
	Play & Park Structures	Playgrounds, Play Structures, Swings	10%	Priced Per Job	Yes	Yes	In Catalog
	Safety 1st Surfacing	Expand, Install, Renew, Relocate	5%	Priced Per Job	www.safetyfirstplayground.com	Request Quote	On Website
	Sportsplay	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Play	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Playcraft Systems	Playground Equip, Tables, Benches, Bike Racks	2%	37%	Yes	Digital Copy	Digital Copy
	Dynamo Playgrounds	Innovative Playgrounds	2%	37%	Yes	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	2%	37%	Yes	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	2%	60%	www.idsculpture.com	Digital Copy	Digital Copy
	Superior Recreation Playgrounds	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy

	Childforms	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	2%	37%	Yes	Digital Copy	Digital Copy
	Sportsplay	Playground Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Playgrounds	Playground, Fitness Equip	5%	30%	Yes	??	Yes
	Sportsplay	Playground Equipment,	5%	30%	Yes	In Catalog	Yes
	Free Note- Harmony Park	Musical Play Equipment	5%	30%	Yes	??	Yes
	Ultra Play	Playground Equip, Dog Parks	5%	30%	Yes	??	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Miracle/True North	Playground Equipment,	Tier System	30%	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Henderson Recreation	Playground Equipment,	6%	35%	Yes	In Catalog	Yes
	Action Play	Boarders, Ramp Systems, Mats	10%	35%	Yes	In Catalog	Yes
	Sportsplay Equipment, Inc	Playground Equip	6%	40%	No	In catalog	Yes
	Big Toys	Playgrounds, Musical, Benches	6%	35%	Yes	In Catalog	Yes

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Dominica Recreation Products (800) 432-0162 robd@gametime.com	GameTime	Playground Equipment,	10%	30%	Yes	In Catalog	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Rosette Equipment Co. (904) 271-0561 JRose20@comcast.net	Kidstuff Playstystems	Playground Equpment	18%	20%	Yes	No	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Playworld	Playground Equpment	5%	32%	Yes	No	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Dynamo Industries, Inc (613) 446-0030 ivan.hoffmann@dynamoplaygrounds.com	Dynamo Playgrounds	Playgrounds,	10%	45%	Yes	Yes	Yes
	Dynamo Playgrounds	Ropes Course	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Custom Products	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Nature Play	5%	42%	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Landscape Structures Inc	Playground Installation	N/A	40%	No	No	No
	Playcore Branded Products	Playground Insallation	N/A	45%	No	No	No
	GameTime	Playground Installation	N/A	45%	No	No	No
	Playworld Systems Inc	Playground Installation	N/A	40%	No	No	No
	Henderson Recreation	Playground Installation	N/A	45%	No	No	No
	Miracle Recreation	Playground Installation	N/A	45%	No	No	No
	PlayPower/Little Tikes	Playground Installation	N/A	45%	No	No	No

Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Percussion Play	Playground Equip	5%	55%	No	In Catalog	In Catalog
	YALP Playgrounds	Playground Equipment,	5%	55%	No	In Catalog	In Catalog
	BCI Burke Company	Playground Equipment,	7%	34%	Yes	In Catalog	In Catalog
Rep Services, Inc (407) 831-9658 nathan@repservices.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Landscape Structures Inc	Playground Equip	2%	50%	Yes	Yes	Yes
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Miracle Recreation Equip	Playground Equip	8-20%	27%	Yes	Yes	Yes
	Action Play	Boarders, Ramp Systems, Mats	5%	25%	No	No	No
	Elephant Play	Playgrounds	5%	25%	No	No	No
	Ultra Play	Playground Equip, Dog Parks	5%	27%	No	No	No
	UPC Parks	Nature Play	5%	27%	Yes	No	No
Playspace Services (321) 775-0600 info@playspaceservices.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Playcraft Systems	Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Dynamo Playgrounds	Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	SRP R3	Recycled Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	N/A	60%	Digital Copy	Digital Copy	Digital Copy
	Childforms	Playground Sets,	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	N/A	37%	Digital Copy	Digital Copy	Digital Copy

SPLASH FEATURES, SKATE PARKS, OUTDOOR RECREATION

Distributor	Manufacturer	Splash Features, Skate Parks, Outdoor Rec	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Compac Filtration	Pads, Structures, Filtration	5%	Priced Per Job	Yes	Request Quote	Priced Per Job
	Spohn Ranch/True Ride	Skate Park	5%	Priced Per Job	www.spohnranch.com	Request Quote	On Website
	Madrax	Bike racks	5%	35%	No	Request Quote	On Website
	Waterworks International	Architectural Fountains, SplashPads	5%	Priced Per Job	www.waterworksinternational.com	Request Quote	On Website
	Zeager	Wood Carpet, Synthetic Turf,	5%	Priced Per Job	Yes	Request Quote	On Website
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Water Splash	Splash Parks	2%	75%	Yes	Digital Copy	Digital Copy
Playspace Services (321) 775-0600 info@playspaceservices.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Water Splash Installation	Splash Parks	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Rep Services, Inc (407) 831-9658 nathan@repservices.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Aquatix	Splash Pads, Water Playgrounds	2%	Included in price per SF	Yes	Yes	Yes

SURFACING

Distributor	Manufacturer	Surfacing	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dura Play	Safety Surface Systems	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Fibar	Playground Safety Surfaces	10%	Priced Per Job	Yes	Request Quote	On Website
	First Coast Mulch	Mulch, Erosion Control	5%	Priced Per Job	www.firstcoastmulch.com	Request Quote	On Website
	Forestry Resources	Mulches, Sod, Fertilizer, Sod	5%	Priced Per Job	www.gomulch.com	Request Quote	On Website
	Innovative Mulching	Mulch	10%	35%	www.innovativemulching.com	Request Quote	On Website
	PlayGuard	Surfacing for Patios, Playgrounds, Play Spaces	5%	Priced Per Job	www.playguardsurfacing.com	Request Quote	On Website
	Playsafe Surfacing	Rubber Surface for playgrounds, play spaces	5%	Priced Per Job	Yes	Request Quote	On Website
	Premier Tennis Courts	Tennis Court Surfacing	5%	Priced Per Job	No Website	Request Quote	No Website
	Rubber Recycling/Playsafer	Recylced Rubber Mulch, Map	5%	Priced Per Job	Yes	Request Quote	On Website
	Sand Lock Sandbox	Sandboxes, Accessories, covers	5%	Priced Per Job	www.sandlock.com	Request Quote	On Website
	Shaw Industries	Carpet, Hardwood, Tile ect	5%	Priced Per Job	www.shawfloors.com	Request Quote	On Website
	Stewart Tennis Courts	Tennis, Bocce, Basketball, Shuffleboard Courts	Priced Per Job	Priced Per Job	www.stewarttennis.com	Request Quote	On Website

	Cedar Forest Products	Mulch	5%	72%	No	Request Quote	On Website
	East Coast Mulch	Mulch	5%	50%	No	Request Quote	On Website
	Tennis Unlimited	Tennis Court Sufacing	Priced per job	Priced Per Job	N/A	Request Quote	On Website
	X-Grass	Syntheitc Turf	5%	Priced Per Job	Yes	Request Quote	On Website
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Rubber Designs	Rubber Surface for playgrounds, play spaces	5%	5%	Yes	Digital Copy	Digital Copy
	Boiling Forest Mulch 4 You and Inovative	Mulch	5%	75%	No	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miracle Recreation/True North (407) 883-8463	No Fault	Rubber Surface for playgrounds, play	5%	Priced Per Job	Yes	Yes	Yes
	IMC-Nuplay	Rubber Mulch Nuggets	10%	Priced Per Job	www.imcoutdoorliving.com	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Cowart Mulch	Engineered Wood Mulch	10%	60%	Flyer	Attached to Flyer	Yes
	International Mulch Co	Recylced Rubber Mulch,	6%	50%	Flyer	Attached to Flyer	Yes
	USA Mulch	Natural Mulch	10%	60%	Flyer	Attached to Flyer	Yes`

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Playmore Surfacing	Wood, Rubber Mulch	5%	varies-see price list	Flyer	Included in Flyer	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playspace Services (321) 775-0600 info@playspaceservices.com	Boiling Forest Mulch 4 You and Inovative Mulch	Mulch Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Play Space Services	Surfacing Installation	N/A	Per Discount Catalog	Yes	Yes	Yes
	Rubber Designs	Rubber Surface for playgrounds, play spaces Installation	5% or per discount catalog	5%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Vitriturf	Cushioned Flooring	2%	Included in SF Price	Yes	Yes	Yes
	No Fault Sport Group	Loose Rubber Mulch	2%	50%	Yes	Yes	Yes
	Irvine Wood Recovery	Engineered Wood Mulch	2%	50%	Flyer	Yes	Yes
	Robertson Recreatonal Surfaces	Rubber Synthetic Turf	2%	Included in SF Price	Flyer	Yes	Yes
	No Fault Safety Surfacing	EPDM Bonded Rubber Mulch, Synthetic Turf	2%	Inculded in SF Price			
	Forever Lawn	Playground Grass	2%	Included in SF Price	Flyer	Yes	Yes

	Hanover Specialties	Surfacing	2%	Included in SF Price	no	no	yes
	Tot Turf Safety Surfacing	Surfacing	2%	Included in SF Price	no	no	yes
	Irvine Wood Recovery	Surfacing	2%	75%	no	no	yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Fibar	Wear Mats, Acces	5%	27%	Yes	No	Yes
	Foerverlawn	Sythetic Grass	5%	27%	www.foerverlawn.com	No	No
	No Fault	Playground and Athletic Surfaces	5%	N/A	Yes	No	No
	Artificle Play Turf	Turf	5%	N/A	No	No	No
	Manufacturer	**Product**	**Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Top Line Recreation Inc (386) 575-8359 info@toplinerec.com	Safety 1st	Rubber Surfacing	5%	N/A			
	Go Mulch	Playground Mulch	10%	N/A			
	Cowart Mulch	Playground Mulch	5%	N/A			
	Forever Lawn	Artificial Turf	5%	N/A			

SPORTS & FITNESS EQUIPMENT

Distributor	Manufacturer	Sports & Fitness Equipment	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Athletic Connection	Team Sports, Fitness, Facilties,	5%	Priced Per Job	Yes	In Catalog	In Catalog
	Burbank Netting	Safety Netting	5%	Priced Per Job	www.burbanksportnets.com	Yes	On Website
	Colorado Time Systems	Scoreboards	5%	Priced Per Job	Yes	Request Quote	On Website
	Electro-Mech	Scoreboards	10%	Priced Per Job	www.electro-mech.com	Yes	On Website
	Gared Sports	Team Sports, Fitness, Facilties,	10%	Priced Per Job	Yes	Yes	On Website
	GT Grandstands	Bleachers, Press Boxes, Benches	10%	Priced Per Job	Yes	Yes	On Website
	JayPro Sports	Team Sports, Fitness, Facilties,	5%	Priced Per Job	Yes	On Website	Varies Per Product
	Major Display Scoreboards	Scoreboards	5%	Priced Per Job	www.majordisplay.com	Yes	On Website
	National Recreation Systems	Bleachers, Benches	5%	35%	Yes	Yes	In Catalog
	Pro Mats	Netting, Padding, Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Sandee Sod, Inc	(Support Services)	Priced per job	Priced Per Job	N/A	Request Quote	No Website
	Sportsplay	Sports Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra-Action Fitness	Fitness Parks and Equiment	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Sportsplay	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Bison Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy

	JayPro Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	National Recreation Systems	Bleachers, Benches	6%	35%	Yes	In Catalog	Yes
	JayPro Sports	Team Sports, Fitness, Facilties,	6%	35%	Yes	In Catalog	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Rosette Equipment Co. (904) 271-0561 jrose20@comcast.net	Sportsplay	Sports Equip	13%	20%	No	No	??
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Greenfields Outdoor Fitness Inc (888) 315-9037 sam@greenfieldsfitness.com	Greenfields Outdoor Fitness	Outdoor Fitness Equipment	2%	Varies	Yes	Yes	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Nevco Sports, LLC (618) 664-0360 sales@nevco.com	Nevco Sports, LLC	Scoreboards	10% Minimum	Available upon Request	No	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Greenfields Outdoor Fitness	Fitness Equipment Installation	N/A	40%	No	No	No
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Musco Sports Lighting LLC (800) 825-6030 musco.contracts@musco.com	Musco Sports Lighting	Sports Lighting	Prices as listed	/	No	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Burke Fitness	Fitness Course	7%	34%	Yes	No	In Catalog
	Patterson-Williams Athletics	Sports Equip, Bleachers	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playspace Services (321) 775-0600 info@playspaceservices.com	Sportsplay	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy

	Bison Sports	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	JayPro Sports	Team Sports, Fitness, Facilties,	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Systems	Fitness Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Bison Sports	Sports Equip, Bleachers, Padding	5%	27%	Yes	No	Yes
	Douglas Sports	Sports Equipment	5%	27%	Yes	No	No
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
M. Gay Constructors, Inc.	M. Gay Constructors, Inc.	Sports Lighting	Prices as listed	N/A	No	Yes	Yes

Clay County
Sports Lighting Bid Sheet

Manufacturer:	Musco Sports Lighting, LLC
Address:	100 1st Ave West, PO Box 808
City, State, Zip Code:	Oskaloosa, IA 52577
Contact:	Amanda Hudnut
Phone:	800-825-6030
Fax:	641-672-1996
Email:	musco.contracts@musco.com
Federal ID#:	42-1511754

Terms- 25% of contract price required with order. Balance due Net 30 days upon delivery.

All prices include delivery within Clay County, FL to the job site and are for the lighting system materials only.

Section 1: Musco Sports Lighting Price List

A. Light-Structure System™ with Total Light Control – TLC for LED® & SportsCluster® System with Total Light Control – TLC for LED®

Light-Structure System™ with Total Light Control – TLC for LED®

The Light-Structure System™ with TLC for LED® includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package. Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ with Total Light Control – TLC for LED® to original design criteria for 25 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 25™" document.

SportsCluster® System with Total Light Control – TLC for LED®

SportsCluster® System with TLC for LED® includes electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles or concrete bases). Utilizes existing sports lighting poles that are compatible with Musco's lighting system. Installation is NOT included in the pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the SportsCluster® System with Total Light Control – TLC for LED® to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document. The Constant 10™ warranty is contingent upon a site inspection.

FOOTBALL							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
360' x 160'	50'	30 FC	$153,700	$106,100	50 FC	$234,100	$156,100
360' x 160'	70'	30 FC	$187,300	$118,400	50 FC	$266,700	$168,600
360' x 160'	100'	30 FC	$219,100	$118,700	50 FC	$319,500	$169,100
360' x 160'	120'	30 FC	$237,800	$130,700	50 FC	$331,800	$187,300

SOCCER

Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
330x200	30'	30 FC	$166,000	$90,600	50 FC	$211,800	$131,700
330x200	50'	30 FC	$166,000	$90,600	50 FC	$224,400	$143,800
360x210	30'	30 FC	$166,000	$90,600	50 FC	$224,400	$143,800
360x210	50'	30 FC	$177,700	$106,100	50 FC	$257,100	$164,500
360x225	30'	30 FC	$178,600	$106,100	50 FC	$237,000	$155,800
360x225	50'	30 FC	$179,500	$106,100	50 FC	$271,500	$170,200

BASEBALL / SOFTBALL

Field Type	Field Size	Average Maintained Light Level (Inf/Out)	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level (Inf/Out)	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
60' Base Path	200'	30/20	$107,400	$70,300	50/30	$119,200	$78,800
60' Base Path	225'	30/20	$122,100	$80,500	50/30	$134,000	$92,100
60' Base Path	250'	30/20	$127,200	$80,500	50/30	$149,900	$103,000
60' Base Path	300'	30/20	$173,300	$119,800	50/30	$205,500	$134,300
60' Base Path	320'	30/20	$177,800	$124,300	50/30	$226,800	$146,300
90' Base Path	300'	50/30	$235,900	$147,400	70/50	$325,300	$208,500
90' Base Path	325'	50/30	$259,600	$159,500	70/50	$352,300	$228,400
90' Base Path	350'	50/30	$273,100	$172,500	70/50	$403,800	$252,600
90' Base Path	320/360/320	50/30	$261,200	$160,800	70/50	$413,600	$255,300
90' Base Path	330/400/330	50/30	$366,200	$212,600	70/50	$464,600	$281,000

TENNIS

# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	$69,500	$49,400
3	50 FC	$81,500	$52,600
4	50 FC	$81,500	$52,600
6	50 FC	$162,400	$102,300

BASKETBALL - OUTDOOR

# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	$61,100	$44,300

BASKETBALL - INDOOR - 10 year parts and labor warranty		
# Courts	Light Level	Price for LED Material
1 – 94 x 50	80 FC	$25,500

PARKING LOT - 10 year parts and labor warranty			
Parking Lot Area	Light Level	Price for LED Material	Price per Square foot (to be used for alternate size areas)
320' x 200'	1 FC	$28,600	$0.45/sq ft

1. **This pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixtures combinations are available and may add additional cost.**

2. **Sales tax, labor and unloading of the equipment is not included as part of the materials only pricing.**

3. **Pricing is based on shipment of entire project together to one location. Delivery time of order, submittal approval, and confirmation of order details include voltage and phase and pole location is approximately 4-6 weeks standard shipping.**

4. **This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.**

B. Light-Structure System™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology will be reduced by 15% on all field pricing packages on the bid form. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

Example: 360' x 160' Football @ 30FC (50' SETBACK)

$153,700 X 15% = $23,055

$153,700 - $23,055

Metal Halide Technology Pricing = $130,645

Includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles with SportsCluster®). Installation is NOT included in pricing for the items listed in Section 1

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document.

C. Other Applications

	Cost	
Additional lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations	$3,500	per fixture
Control-Link Retrofit Unit (material only)	$8,500	per unit
Control-Link Unit - Multiple Services (material only)	$6,700	per unit
Osprey Nest Platforms	$3,000	each
TLC-RGBW Fixture	$4,500	per fixture
LED Security Fixture (mount on Musco pole)	$1,850	per fixture
LED Pathway Lighting (8' pole with LED fixture)	$2,300	per pole
LED Area Lighting (15' pole with LED fixture)	$2,250	per pole
LED Roadway Lighting (30' pole with LED fixture)	$2,550	per pole
LED Bollard Lighting (42" pole with LED fixture)	$800	per pole

Section II: Adders

A. The above pricing is based upon 2017 FBC 130 mph. For each 10 mph increase in wind zone, the equipment price will increase by 10%.

B. Florida Building Code, 2017 edition with supplement for public schools will add up to 20% to the price of the job plus any applicable wind zone increase adder.

C. Broward County and Miami-Dade County for HVHZ wind zone will add up to 30% to the price of the job plus any applicable wind zone increase adder.

D. Control-Link® Entertainment package will increase the equipment price by 5%.

E. Control-Link® Entertainment+ package will increase the equipment price by 12%. Musco is not responsible for obtaining or any cost associated with music licenses.

Section III: Labor Costs

A. Pole Installation **(price per pole)**

Pole Height	LS 2017 FBC 130 mph Price
40'	**$4,150**
50'	**$4,300**
60'	**$4,600**
70'	**$5,300**
80'	**$6,450**
90'	**$9,500**
100'	**$11,550**
110'	**$17,550**

B. Sub-Standard Soil Conditions – The above installation price is based upon 130 mph wind zone installed in standard class 5 soils. If sub-standard soil conditions exist, it is understood that there may be additional costs associated with a sub-standard soil installation and owner agrees to accept the additional costs. In addition, because wind zones sometimes impact pole size, there maybe a 10% increase in the cost of installation for each 10 mph increase in wind zone.

C.	Removal of Existing Concrete Poles	**$4,600 per pole**
D.	Removal of Existing Wooden Poles	**$1,750 per pole**
E.	Straighten Concrete Pole	**$5,000 per pole**
F.	Patching Concrete Poles	**$4,000 per pole**
G.	Installation of Fixtures on Existing Poles	**$6,000 per pole**
H.	Installation of Control Link Retrofit	**$2,100 per unit**
I.	Retrofit existing Gymnasium with LED	**$750 per fixture**
J.	Site Inspection – Evaluation of existing lighting system	**$2,500 per project**

Section IV: Electrical Costs

A. Service Options

Option A – 200 Amp Service (Section IV, A, 1)	**$12,650 each**
Option B – 400 Amp Service (Section IV, A, 1)	**$21,300 each**
Option C – 600 Amp Service (Section IV, A, 1)	**$25,900 each**
Option D – 800 Amp Service (Section IV, A, 1)	**$28,750 each**

B. Conduit, Pull Boxes and Conductors

1. Wiring from Panel to Contactors

a. Connect wiring from one 3 pole, 30 amp breaker to one 3 pole, 30 amp contactor using 3-#6 conductors, max distance of 10 feet	**$100 each**
b. Connect wiring from one 3 pole, 60 amp breaker to one 3 pole, 60 amp contactor using 3-#4 conductors, max distance of 10 feet	**$110 each**

2. Wiring from Contactors to Poles

a. 2" PVC with (4) #1 THWN conductors	**$30 per foot**
b. 2 ½" PVC with (4) 3/0	**$40 per foot**
c. 4" PVC with (4) 500mcm	**$75 per foot**
d. (2) 4" PVC with (4) 300mcm	**$98 per foot**

3. Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

a	10	$5,400	**$5.75 per foot**
b	8	$5,980	**$8.65 per foot**
c	6	$6,210	**$11.50 per foot**

4. Pull Boxes

a. Brooks 38T pull box with 8" x 8" x 6" PVC box Inside	**$600 each**
b. Connect 4-#1 conductors from pull box to sports lighting pole, maximum distance of 10 feet	**$150 each**

C. Installation of Contactor Cabinets

a. 48" Cabinet	**$5,750 each**
b. 72" Cabinet	**$8,650 each**

D. Lightning Protection

1. Surge Arrestor – protection at remote electrical enclosure	**$1,200 each**
2. Surge Arrestor – protection on line side of panel	**$9,900 each**

E. Pole Grounding

1. Provide and install ground rods for poles 70' and below	**$900 per pole**
2. Provide and install ground rods for poles 80' and above	**$1,450 per pole**

Section V: Engineered Plans

A.	Electrical Engineering Drawings, sealed by P.E.	
	1. Adder for 200 amp service	**$6,600 each**
	2. Adder for 400 amp service	**$9,950 each**
	3. Adder for 600 amp service	**$15,900 each**
	4. Adder for 800 amp service	**$26,450 each**
B.	Structural Engineering Drawings, sealed by P.E.	
	1. Foundation and pole plans based on assumed soils	**$1,350 per project**
	2. Foundation and pole plans based on geotech report	**$3,300 per project**
C.	Geotech report	**$9,950 per project**
D.	Bonding (over $200,000)	**$2,000 per $100,000**
E.	Site survey	**$3,300 per project**
F.	Project management	**$6,000 per project**

Section VI: Yearly Adjustments

A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits and does not exceed the prices bid when applied to a project application under the current contract provisions.

B. During the term of this contract, new products with improved technology may become available. Musco reserves the right whether or not to offer new products to the owner based upon the application, and it is at the owner's discretion whether or not to accept the associated, increased costs of the new, improved technology.

C. During the term of this contract if the State of Florida Building Code and/or wind speeds change. Musco reserves the right to adjust pricing accordingly.

M. GAY CONSTRUCTORS, INC.
BID FORM
ATTACHMENT OF UNIT PRICEES
CLAY COUNTY FLORIDA

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS
AND PLAYGROUND

November 11, 2020 Request to RFP NO. 18/19-2

M. Gay Constructors, Inc. is properly licensed in accordance with Florida Statute 471.003 to perform design build projects. Our Florida Licenses are CGC1512259 and EC0001098.

1. **Install Owner Furnished Sports Lighting Poles and Fixtures**
   Our price includes unloading, assembling, and installing the metal or concrete poles with standard foundations. Metal poles are installed on the concrete stud foundation supplied by Musco. Price does not include any special foundations such as, suspended bases, rebar or any hole diameter larger than 36" in diameter. No electrical field wiring or ground rods are included.

Install:

Mount Heights	Metal	Concrete
40' (10' Maximum inbed)	$3,500.00	$5,600.00
50' (10' Maximum inbed)	$3,600.00	$5,700.00
60' (10' Maximum inbed)	$3,700.00	$5,800.00
70' (10' Maximum inbed) 1 to 13 Fixtures	$3,800.00	$5,900.00
70' (15' Maximum inbed) 14 to 27 Fixtures	$3,900.00	$6,900.00
80' (15' Maximum inbed) 1 to 19 Fixtures	$4,900.00	$8,900.00
80' (15' Maximum inbed) 20 to 33 Fixtures	$5,000.00	$9,000.00
90' (15' Maximum inbed) 1 to 12 Fixtures	$6,500.00	$15,000.00
90' (15' Maximum inbed) 13 to 40 Fixtures	$7,000.00	$16,000.00
100' (20 Maximum inbed) 1 to 15 Fixtures	$12,000.00	$17,000.00
110'	$19,000.00	$24,000.00
120'	$27,000.00	$28,000.00

2. **Install owner furnished fixtures on existing poles and wire to box bottom of of the pole.** $990.00 per fixture

3. **Osprey Platform to be installed on new pole or existing pole. (New pole not included in price)**

New Pole	$3,000.00 each
Exiting Pole	$4,500.00 each

4. Field Electrical Wiring

Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

Circuit Size	Single Phase	Per Ft	Three Phase	Per ft Price
#12	$5,200.00	$2.84	$4,150.00	$3.56
#10	$4,025.00	$3.04	$4,175.00	$3.71
#8	$4,400.00	$4.52	$4,600.00	$5.65
#6	$4,600.00	$6.20	$4,800.00	$7.74
#4	$5,000.00	$8.82	$5,200.00	$11.04
#3	$5,200.00	$10.72	$5,400.00	$13.40
#2	$6,200.00	$11.52	$6,400.00	$14.40
#1	$6,800.00	$16.33	$7,000.00	$20.40
#1/0	$7,800.00	$20.04	$8,000.00	$25.05
#2/0	$8,200.00	$24.13	$8,300.00	$30.16
#3/0	$9,400.00	$30.09	$9,700.00	$37.61
#4/0	$9,800.00	$36.30	$10,300.00	$45.38
#250 mcm	$11,500.00	$44.79	$11,800.00	$56.00
#350 mcm	$12,500.00	$60.37	$13,000.00	$75.57
#500 mcm	$21,000.00	$81.05	$27,000.00	$101.29

5. Service

Amps	Single Phase	Three Phase
100	$ 8,200.00	$ 9,400.00
150	$ 8,300.00	$ 9,500.00
200	$ 8,700.00	$ 9,800.00
250	$14,000.00	$15,000.00
400	$18,000.00	$19,000.00
600	$24,000.00	$25,000.00
800	$29,000.00	$30,000.00
1000	$33,000.00	$34,000.00
1200	$39,000.00	$40,000.00
1600		$45,000.00

Pricing is based upon the maximum Service Feeder length to be no more than 50' from the power source to the service.

6. Lighting Contactors Furnished and Installed

Contactor	Price
30 Amp	$ 1,500.00
60 Amp	$ 1,700.00
100 Amp	$ 2,200.00
200 Amp	$ 5,100.00
400 Amp	$14,000.00

7. **Install Owner Furnished Lighting Contactors**

Contactor	Price
30 Amp	$ 600.00
60 Amp	$ 900.00
100 Amp	$ 1,100.00
200 Amp	$ 1,700.00
400 Amp	$ 2,400.00

8. **Provide Hourly Equipment and Labor**

45' Bucket Truck		$ 110. 00 per hour
30 Ton Crane	8 hr minimum	$ 225.00 per hour
50 Ton Crane	8 hr minimum	$ 300.00 per hour
70 Ton Crane	8 hr minimum	$ 375.00 per hour
100 Ton Crane	8 hr minimum	$ 250.00 per hour
(Mob in $4,500.00 and Mob out $4,500.00)		
200 Ton Crane	8 hr minimum	$ 550.00 per hour
(Mob in $4,500.00 and Mob out $4,500.00)		
Auger Truck	4 hr minimum	$ 175.00 per hour
Production Digger	8 hr minimum	$ 650.00 per hour
(Max auger 60" and 25' depth)		
Flat Bed Truck	4 hr minimum	$ 150.00 per hour
Water Truck	4 hr minimum	$ 150.00 per hour
Backhoe		$2,200.00 per day
Trencher		$1,500.00 per day
Directional Boring	Up to 2"	$ 30.00 per foot
Directional Boring	2 ½" to 4"	$ 45.00 per foot
Directional Boring	4 ½" to 8"	$ 65.00 per foot
Electrician		$ 95.00 per hour
Foreman		$ 95.00 per hour
Rigger		$ 75.00 per hour
Helper		$ 65.00 per hour
High Lift		$9,500.00 per day
Tractor Trailer (Oversized loads)		$ 750.00 per hr. (plus permits)
Pick up Truck		$ 35.00 per hr.

9. **Mark up on Material** — 20% Plus Tax

10. **Per Diem rates outside of Clay County** — $ 650.00 per crew

11. **Dumpster Fee** — $2,000.00 per dumpster

12. **Pole Demolition**

Wood Poles	$1,200.00 per pole
Concrete Poles	$3,500.00 per pole

Price includes taking the poles down.

Price does not include transporting, disposing or relocating poles. All fixtures to be removed per this pricing.

13. Fill Dirt	$1,200.00 per 18 yd load
14. Storage Container	$1,500.00 per month per container
15. Provide Water Meter	$2,800.00

16. Provide Electrical Engineering – 14% of the total cost of the project. Total cost includes all owner furnished material.

GENERAL NOTES

- All Projects outside Clay County are subject to a fuel surcharge 5% of the total cost of the project.
- Access to all pole locations to be provided by others.
- No repair of sod, sidewalk, concrete, asphalt, curbing, landscaping or utilities
- This pricing is based upon **NORMAL** drilling conditions. Any deviation from these conditions shall result in additional cost.
- No removal of dirt, debris or drilling spoils is included in this price.
- Pole locations shall be surveyed by others showing the location of grade
- Pole aiming points to be surveyed by others.
- A water source (such as a hydrant) shall be provided by others
- No permit or impact fees included
- A disposal area to place drilling spoils and drilling fluids is to be provided by others
- Pricing is based upon a one time mobilization for complete project. All additional mobilizations are to be priced accordingly.
- Pricing does not include and performance or payment bonds.
- Pricing does not include removal, disposal or remediation of hazardous waste
- We reserve the right to increase pricing on materials due to excessive market volatility

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee DATE:

FROM: Karen Smith Administrative
and Contractual Services

SUBJECT: Approval of Memorandum of Understanding with Jacksonville Transportation Authority (JTA) agreeing to enter into a cooperative relationship to conduct a Clay County Transit Study to better understand the needs of commuters in the study area. The County will reimburse JTA once the Study is completed. The County and JTA agree to split the cost of the Study equally 50/50. In no event shall the County's nor JTA's portion of the cost exceed $100,000. JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023. Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

JTA and the County will mutually agree on the scope of work to be provided in the 2022 Major Update to 2017 Clay County Transportation Study. The Study shall reflect demographic, economic, infrastructure and industry growth and trends that impact public transpiration services and needs in the County. The Study will provide the implementation steps and schedule for 5 year and 10 year planning periods.

The County and JTA will split the cost of the Study equally 50/50. In no event shall the County nor JTA's portion exceed $100,000.

JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023.

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
Yes

Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure

Account # FD3003-CC1232-PRJ100364-SC563000 Amount - $100,000

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

Description

MOU JTA

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	5/11/2022 - 12:56 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/11/2022 - 2:51 PM	AnswerNotes

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
JACKSONVILLE TRANSPORTATION AUTHORITY
AND
CLAY COUNTY, FLORIDA

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made as of the ___ day of May, 2022 ("Effective Date") by and between the **JACKSONVILLE TRANSPORTATION AUTHORITY** (the "Authority" or the "JTA"), a body corporate and politic whose principal business address is 100 LaVilla Center Drive, Jacksonville, Florida 32202 and **CLAY COUNTY** (the "County"), a political subdivision of the State of Florida, whose principal business address is 477 Houston Street, Green Cove Springs, Florida 32043. The Authority and the County may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Recitals

WHEREAS, the Authority is a public transportation agency that provides various mass transportation services throughout Duval County, Florida, including the design and construction of bridges and highways, express and regular bus service, community shuttles, a downtown Skyway monorail, a trolley service, a Game Day Xpress for various sporting events, paratransit service for the disabled and elderly, and ride request on demand services; and

WHEREAS, JTA currently provides transportation services in Clay County that includes locations for stops and pick-ups along the Red Line, Blue Line, and Magenta Line along with the Green Line also known as the VA Flex Route; and

WHEREAS, JTA also provides commuter bus service between Clay County and downtown Jacksonville, Florida; and

WHEREAS, population growth in Clay County and the high percentage of intercounty commutes contributes to increasing regional traffic congestion; and

WHEREAS, the Parties mutually desire to enter into a cooperative relationship whereby they will together undertake a study referred to as the Clay County Transit Study to better understand the needs of commuters in the study area.

NOW THEREFORE, in contemplation of mutually beneficial relationships to be established, and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Agreement

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

2. Terms of Agreement.

   I. JTA and the County will mutually agree on the scope of work to be provided to the 2022 Major Update to 2017 Clay County Transportation Study (the "Study"). The Study shall reflect demographic, economic, infrastructure and industry growth and trends that impact public transportation services and needs within the County. The Study will provide the implementation steps and schedule for five year and ten year planning periods, so that the Study recommendations can be incorporated into the County's five-year Capital Improvement Plan. The Study shall be completed before January 2023.

   II. JTA will procure, pursuant to its Procurement Rule 002, a responsible and responsive contractor to conduct the Study. The request shall require that a single insurance policy be given and that both JTA and the County shall be named as Additional Insureds. The Parties will mutually agree to any additional requirements to include in the request.

   III. JTA and the County will split the cost equally (50/50) for the Study. However, in no event shall the County's portion of the costs exceed $100,000. The JTA's portion shall also not exceed costs of $100,000. JTA shall pay the contractor for its services in performing the Study. Upon completion of the Study, JTA shall invoice the County for its portion of the costs incurred by the contractor in an amount not to exceed $100,000.

   IV. JTA will provide necessary JTA and contractor personnel to accomplish the purpose of this MOU.

   V. County will provide necessary County resources to accomplish the purpose of this MOU.

3. Term. This MOU shall be for a term of one (1) year from the Effective Date, and should end no later than the completion of the Study.

4. Termination. This MOU may be terminated by either Party with seven (7) days advance written notice to the other Party.

5. Costs. Each Party shall bear its own costs in the performance of this MOU aside from the cost of the Study which will be split equally between the Parties.

6. Amendments. No provision of this MOU may be amended, modified, waived or discharged unless the Parties, by mutual written agreement, agree to such amendment, modification, waiver or discharge.

7. Notices. All notices, demands, or other communications given hereunder will be in writing and will be deemed to have been duly given on the first business day after mailing via U.S. Registered or Certified Mail, Return Receipt Requested, postage prepaid, and addressed as follows:

Howard Wanamaker	Nathaniel P. Ford Sr.
County Manager	Chief Executive Officer

Clay County	Jacksonville Transportation Authority
477 Houston Street	100 LaVilla Center Drive
Green Cove Springs, FL 32043	Jacksonville, FL 32202

8. Preparation and Negotiation of Agreement. The Parties may extend this MOU for one (1) year only, thereafter JTA will prepare and submit a draft of more definitive agreements to the County for its review and comment. JTA and the County agree to negotiate in good faith the terms and conditions of the more definitive agreements, consistent with the provisions of this MOU.

9. Appropriated Funds. JTA acknowledges that in the budget for each fiscal year of the County during which the term of the MOU is in effect a limited amount of funds are appropriated which are available to make payments for the Study arising under the MOU. Any other provisions of the MOU to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the MOU from the budget of any fiscal year shall not exceed the appropriation for said fiscal year. Nothing in this MOU shall obligate the County to JTA to expand appropriations or to enter into any contract or other obligation.

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

11. No Joint Venturer. Both JTA and the County acknowledge and agree that this MOU represents an expression of intent to form a definitive agreement between the Parties and nothing in this MOU should be construed as creating a partnership, joint venture or other legal entity.

12. Independent Contractors. The Parties are independent contractors and are not joint employers, employees, agents, partners, or representatives of the other. As such, each Party is responsible, where necessary, to obtain, at its sole cost, workers' compensation insurance, disability benefits insurance, and any other insurances that may be required for it or its employees by law.

13. Governing Law. This MOU is governed by the laws of the State of Florida and jurisdiction and venue shall be situated in the courts of Clay County, Florida.

14. Public Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this MOU shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. The Parties shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this MOU that are in its possession or under its control. A request to inspect or copy public records relating to the MOU must be made directly to the County. The Parties shall retain all records relating to this MOU for a period of at least five (5) years after the MOU ends

or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

15. Indemnification. Subject to the provisions of Section 768.28 Florida Statutes, which provisions are not expanded, altered or waived beyond the statutory limits contained therein, each Party shall indemnify and hold harmless the other Party and its Board of Directors, officers, agents, and employees, from all claims, liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees (and other reasonable legal costs such as those for paralegal, investigative, legal support and the actual costs incurred for expert witness testimony), to the extent caused in whole or in part by the acts, errors, omissions, negligence, recklessness, or willful misconduct of the Party, one of its contractors, any persons or entities directly or indirectly employed or utilized by the Party, or anyone for whose acts they may be liable, in the performance of this MOU.

16. Assignment. Neither Party has a right to assign its rights and obligations under this MOU.

17. Publicity. All press releases, reports, statements or announcements issued by either Party with respect to the MOU shall be presented to the other Party reasonably in advance of issuance and shall be subject to the other Party's prior approval.

18. Compliance with Regulations. This MOU and the use of transit vehicles and all services provided by JTA contemplated by this MOU are subject to and shall be in accordance with the terms and conditions of any grant agreement(s) between the respective Parties, and the Federal Transit Administration and/or the FDOT, should they provide funds for the provision of service. This MOU is subject to all applicable federal, state, local, and other governmental laws, rules or regulations.

19. Sovereign Immunity. Both the County and JTA are governmental entities whose limits of liability are set forth in Section 768.28, Florida Statutes and nothing herein will be construed to extend the liabilities of either beyond that provided in Section 768.28, Florida Statutes. Nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim otherwise barred by sovereign immunity or operation of law.

20. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, JTA and Clay County have executed this MOU as of the date and year first written above.

JACKSONVILLE TRANSPORTATION AUTHORITY

By: _____
Nathaniel P. Ford, Sr.
Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Cleveland Ferguson, III
SVP/Chief Administrative Officer

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Wayne Bolla
Its Chairman

ATTEST:

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

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee DATE: 5/5/2022

FROM: Megan Mosley, Grants Manager

SUBJECT:
Approval of the following two (2) budget resolutions for grant awards under $50,000:

1. Humanities Grant for Libraries-ARPA: $10,000 awarded by the American Libraries Association (National Endowment for the Humanities) to support humanities public programming. Funding Source: General Fund Grant Revenue / Federal Grants - Culture and Recreation
2. FDOT Local Agency Program Agreement #G1R36: $35,000 awarded by the Florida Department of Transportation Local Agency Program to be used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road. Funding Source: Capital Improvement Plan (CIP) Projects Fund Grant Revenue / FDOT Safety - LAP Grants

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
No

Funding Sources:

	Account Name	Account #	Amount
1.	*General Fund (FD1000)*		
	General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Federal Grants - Culture and Recreation	FD1000-CC1233-PRJ100389-GR010080-RC331700	$10,000
2.	*Capital Improvement Plan (CIP) Projects Fund (FD3003)*		

Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / FDOT Local Agency Program Agreement #G1R36 / FDOT Local Agency Program Agreement #G1R36 / FDOT Safety - LAP Grants	FD3003-CC1233-PRJ100395-GR010018-RC331493	$35,000

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

Description

- 1. Resolution 2021-22_Humanities Grant for Libraries-ARPA
- 2. Resolution 2021-22_FDOT LAP Agr #G1R36
- Adjustment Worksheet for 5-17-22 F&A

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Goodermote, Angela	Approved	5/11/2022 - 2:45 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/11/2022 - 2:47 PM	AnswerNotes

CLAY COUNTY RESOLUTION NO. 2021/2022-

WHEREAS, the following revenue from the American Rescue Plan Humanities Grants for Libraries was not anticipated when the 2021/2022 budget was approved, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used for humanities public programming at the Clay County Libraries.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:		$	130,822,910
Additions			
General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Federal Grants – Culture and Recreation	FD1000-CC1233-PRJ100389-GR010080-RC331700	$	10,000
Amended Total Revenue		$	130,832,910

APPROPRIATION

Prior Fund Total:		$	130,822,910
Additions			
General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Promotional Activities	FD1000-CC1233-PRJ100389-GR010080-SC548000	$	1,500
General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Operating Supplies	FD1000-CC1233-PRJ100389-GR010080-SC531400	$	8,500
Amended Total Appropriation		$	130,832,910

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 24th day of May, 2022.

Board of County Commissioners Clay County, Florida

_____

Wayne Bolla, Chairman

ATTEST:

_____

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

CLAY COUNTY RESOLUTION NO. 2021/2022-

WHEREAS, the following revenue from the Florida Department of Transportation Safety Local Agency Program was not anticipated when the 2021/2022 budget was approved, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:		$	84,336,215
Additions			
Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / FDOT Local Agency Program Agreement #G1R36 / FDOT Local Agency Program Agreement #G1R36 / FDOT Safety - LAP Grants	FD3003-CC1233-PRJ100395-GR010018-RC331493	$	35,000
Amended Total Revenue		$	84,371,215

APPROPRIATION

Prior Fund Total:		$	84,336,215
Additions			
Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / FDOT Local Agency Program Agreement #G1R36 / FDOT Local Agency Program Agreement #G1R36 / Infrastructure Expense	FD3003-CC1233-PRJ100395-GR010018-SC563000	$	35,000
Amended Total Appropriation		$	84,371,215

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 24th day of May, 2022.

Board of County Commissioners Clay County, Florida

_____

Wayne Bolla, Chairman

ATTEST:

_____

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

Budget Adjustments for May 17 F&A

Agenda Item Notes	Account	Name	Additional Amount	Reduce Amount	Notes
Grants Under $50,000 (Res 1)	FD1000-CC1233-PRJ100389-GR010080-RC331700	General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Federal Grants - Culture and Recreation	-10,000		American Rescue Plan: Humanities for Libraries Grant
Grants Under $50,000 (Res 1)	FD1000-CC1233-PRJ100389-GR010080-SC548000	General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Promotional Activities	1,500		Humanities public programming at the Libraries
Grants Under $50,000 (Res 1)	FD1000-CC1233-PRJ100389-GR010082-SC531400	General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Operating Supplies	8,500		Humanities public programming at the Libraries
		Fund Total	0	0	
Grants Under $50,000 (Res 2)	FD3003-CC1233-PRJ100395-GR010018-RC331493	Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / FDOT Local Agency Program Agreement #G1R36 / FDOT Local Agency Program Agreement #G1R36 / FDOT Safety - LAP Grants	-35,000		FDOT - LAP Agreement 2019/2020-193
Grants Under $50,000 (Res 2)	FD3003-CC1233-PRJ100395-GR010018-SC563000	Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / FDOT Local Agency Program Agreement #G1R36 / FDOT Local Agency Program Agreement #G1R36 / Infrastructure Expense	35,000		Safety Grant to the County for the design of safety imprv on CR220 from west of Lakeshore Drive W to east of Old Hard Road
		Fund Total	0	0	
Budget Adj w/in Non Cap Imprv Element	FD3003-CC1232-PRJ100360-SC563000	Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - Kingsley Lake / Infrastructure Expense	61,550		Sidewalks at Kingsley Lake bids above current budget
Budget Adj w/in Non Cap Imprv Element	FD3003-CC1232-PRJ100361-SC563000	Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - Thunderbolt Elementary to Calming Waters Drive / Infrastructure Expense	19,715		Sidewalks at Thunderbolt Elementary to Calming Waters Drive (Town Center Blvd) bids above current budget
Budget Adj w/in Non Cap Imprv Element	FD3003-CC1232-PRJ100359-SC563000	Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road / Infrastructure Expense		81,265	Sidewalks at CR218 Beyond Taylor Road deferred to FY22/23
		Fund Total	81,265	81,265	

KEY
Fund (FD)
Cost Center (CC)
Program (PG)
Project (PRJ)
Grant (GR)
Spend (or Revenue) Category (SC or RC)

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee DATE: 5/9/2022

FROM: Kimberly Morgan

SUBJECT:
Approval of the Tourist Development Council's (TDC) recommendations of the following grants:

1.) May 28-29, 2022 Girls Lacrosse Showcase - Sports Grant (600 athletes, coaches, families and collegiate scouts) - Recommended Grant Award will be $12,000 with the contingency that if the County can purchase required lacrosse equipment, there will be no need for an equipment rental expense. Tournament must also be a Stay-to-Play tournament with no other rebates.

2.) August 20-21, 2022 Girls Lacrosse Showcase - Sports Grant (Originally scheduled for May 20-21 but moved to August 20-21 - 70 teams with approximately 18 players per team, coaches, families and collegiate scouts) - Recommended Grant Award will be $10,000 with the contingency that if the County can purchase additional required lacrosse equipment within a budget of $15,000. Tournament must also be a Stay-to-Play tournament with no rebates.

3.) Bella Notte, A Night of Art Under the Stars - Special Event Marketing Grant (September 15) - Recommended Grant Award of $3,500 reimbursable marketing grant.

4.) Rock the Box 2 - Special Event Marketing Grant (August 13) - Recommended Grant Award of $3,000 reimbursable marketing grant.

Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
Yes

Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants

1.) Account # FD1164-CC1009-SC548005 Amount - $12,000
2.) Account # FD1164-CC1009-SC548005 Amount - $10,000
3.) Account # FD1164-CC1009-SC548005 Amount - $3,500
4.) Account # FD1164-CC1009-SC548005 Amount - $3,000

Sole Source (Yes\No):

Advanced Payment (Yes\No):

Planning Requirements:
Public Hearing Required (Yes\No):

Hearing Type:

Initiated By:

Not applicable.

ATTACHMENTS:

Description

- FY 21-22 Event Marketing Grant Allocation
- Bella Notte FY 21-22 Application
- Rock the Box 2 FY 21-22 Application
- Girls Lacrosse Showcase FY 21-22 Sports Grant Application

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Tourism and Film Development	Goodermote, Angela	Approved	5/11/2022 - 4:32 PM	Item Pushed to Agenda

Clay County TDC Grant Allocation Worksheet Summary:

Special Events	Pts Score	Allocation %	Allocation Model Funding	Requested	Recommended Funding	Final Allocation
Whistling Death (10/2/2021)	135.0	0.091	$7,520.13	$744.00	$744.00	$744.00
Soul Food Festival (10/2/2021)	125.0	0.084	$6,963.09	$3,500.00	$3,500.00	$3,500.00
Christmas on Walnut Street (12/4/2021)	140.0	0.094	$7,798.66	$3,000.00	$3,000.00	$3,000.00
Black Creek Paddle Festival (12/10-12/2021)	120.0	0.081	$6,684.56	$3,500.00	$3,500.00	$3,500.00
Hellcat 10k, 30k, 50k (1/22/2022)	135.0	0.091	$7,520.13	$2,184.00	$2,184.00	$2,184.00
MVPA (3/25-27/2022)	225.0	0.151	$12,533.56	$3,500.00	$3,500.00	$3,500.00
Kids Fest (4/23-24/2022)	210.0	0.141	$11,697.99	$3,500.00	$3,500.00	$3,500.00
Armed Forces Day (5/26/2022)	135.0	0.091	$7,520.13	$744.00	$744.00	$744.00
River Fest (5/30/2022)	180.0	0.121	$10,026.85	$3,000.00	$3,000.00	$3,000.00
Our Country Day (7/2-4/2022)	85.0	0.057	$4,734.90	$3,500.00	$3,500.00	$3,500.00
Rock The Box 2 (8/13/2022)	195.0	0.131	$10,862.42	$3,000.00	$3,000.00	
Bella Notte (9/15/2022)	100.0	0.067	$5,570.47	$3,500.00	$3,500.00	
BASCA Cape'Abilities 5K (9/24/2022)	150.0	0.101	$8,355.70	$3,500.00	$3,500.00	$3,500.00
	Total	100.00%	$83,000.00	$27,172.00	$27,172.00	$27,172.00
Total Pts	1490.0		Funds Available:	$83,000.00	Funds Remaining:	$55,828.00

Signature Events	Pts Score	Allocation %	Allocation Model Funding	Requested	Recommended Funding	Final Allocation
Orange Park Fall Festival (10/16-17/2021)	210.0	0.202	$23,221.15	$17,000.00	$17,000.00	$17,000.00
Moosehaven Chili Cookoff (11/13/2021)	225.0	0.216	$24,879.81	$10,000.00	$10,000.00	$10,000.00
Scottish Highland Games & Festival (2/26/2022)	225.0	0.216	$24,879.81	$20,000.00	$20,000.00	$20,000.00
Clay County Agricultural Fair (3/31-4/10/2022)	235.0	0.226	$25,985.58	$45,000.00	$25,985.58	$45,000.00

Moosehaven American Pride (7/4/2022)	145.0	0.139	$16,033.65	$10,000.00	$10,000.00	$10,000.00
	Total	100.00%	$115,000.00	$102,000.00	$82,985.58	$102,000.00
Total Pts	1040.0		Funds Available:	$115,000.00	Funds Remaining:	$13,000.00

From:	webform@claycountygov.com
To:	Kimberly Morgan; Dawn Schull; Connor L. Mathews; Samantha Radomski
Subject:	2021/22 TDC Grant Application
Date:	Tuesday, April 19, 2022 5:04:18 PM

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

A new entry to a form/survey has been submitted.

Form Name:	2021/22 Clay County TDC Grant Application
Date & Time:	04/19/2022 5:04 PM
Response #:	32
Submitter ID:	20792
IP address:	2600:1702:2d51:10f0:89d6:ae4d:ce8b:f68e
Time to complete:	26 min. , 49 sec.

Survey Details

Page 1

Clay County Tourist Development Council Grant Application 2021/22
(October 1, 2021 through September 30, 2022)
Deadline for application is July 15, 2021.

1. General Organization Information

Name of Organization	Art Guild of Orange Park
Event Name	Bella Notte, a Night of Art Under the Stars
Address	5000 US Hwy 17S, Suite 18 #254
City	Fleming Island
State	Florida
Postal Code	32003
Phone	(190) 426-4512
Website	https://artguildoiforangepark.org
Contact Name	Phyllis A Renninger
Contact Email Address	prenninger@aol.com
Contact Phone	(904) 264-5121
Contact Cell Phone	(904) 686-4913

2. Requesting Organization's Net Reported Assets in 2019

Upload Document	AGOP Asset report.pdf

3. Event Information

Event Name	Bella Notte, a Night of Art Under the Stars

Date(s) of Event	September 15, 2022
Time(s) of Event	6 pm - 10 pm
Location of Event	Azaleana Manor on the St Johns River
Website	https://artguildoiforangepark/special events/.org
Projected Number of Event Attendees	300
Local (Clay County) Attendees	200
Out-of-Town Attendees	100
Projected Number of Vendors	10
Projected Number of Hotel Room Nights	10

TDC Event Marketing Grant Request

The Art Guild of Orange Park (AGOP) is requesting $3,500 to market Bella Notte outside Clay County. The funds will be used for Print Media, Promotions, Public Relations, and Collateral Marketing (See Marketing Plan).

What method was used to determine your projected numbers for this event?

In alliance with the Art Guild of Orange Park bylaws, AGOP activities and events are developed, managed, and implemented by committee -- lead by a board member and composed of several of the 103 guild members. The Bella Notte event was developed by the Fundraising Committee who developed the plan, conducted research (looked at Jacksonville Art Guild events, local charity/fundraising events, online resources, etc.), discussed ideas with local hosts and vendors, then calculated Bella Notte plans based on those facts. The Committee presented the plan to the AGOP Board of Directors, received unanimous approval, and then presented the budget and plan to the AGOP members for a vote, once again receiving unanimous support. The Bella Notte plan was then broken down to twenty (20) subcommittees to develop details, scheduling, and logistics. One subcommittee, Communications, covers public relations, website, signage, media efforts, etc. The committee chairs of the Fundraising Committee and the Communications sub-committee developed this proposal with the projected numbers and marketing needs.

4. Event History

Date of Past Event	05/25/2021
Location of Past Event	Club Continental, Orange Park
Number of Attendees	100
Number of Vendors	3
Estimated Economic Impact	$3,940

How did you estimate the economic impact?

The Art Guild of Orange Park was established in 1973. In support of its mission, the guild conducts art and education events that include at least four major art exhibits, annually, in northeast Florida as well as art workshops in Clay County.

The event listed under “questions 4. Event History” is one of the art exhibits held annually at the Club Continental in Orange Park. The economic impact is $3,940 based on ticket and art sales. Funds generated at this event support the Art Guild Scholarship fund – awarded to a graduating school senior planning to pursue a career in art.

Bella Notte, the event in this TDC application, is an inaugural event and the first time the guild is attempting to attract art lovers and art supporters from the entire region. AGOP plans to host the event annually, with new themes, to celebrate the arts and artists. The guild plans to grow this experience into a regional marker event. This event also supports the Town of Orange Park as well as the Clay County art and cultural goals to increase art opportunities for the area.

Hotel Room Nights	0

Generated by this Event

How many years has the event existed? 10

What method was used to capture the number of attendees?

The number of attendees was based on ticket sales for the event. The hotel room nights were never tracked in prior events.

What method was used to capture the number of vendors?

Finance and budget information.

What method was used to capture the number of hotel room nights?

The number of hotel rooms was not tracked for the Club Continental event.

Of the number of attendees, how many were day visitors (tourists/visitors from outside of Clay County, but not staying overnight in hotels)? 50

5. 2021/22 Event Information

Share 3 Event Objectives (Please see example in the Grant Guidelines. Objectives must be SMART- Specific, Measurable, Achievable, Realistic/Relevant, Time-bound)

1. In support of the Town of Orange Park 20-year Visioning Plan, the Art Guild of Orange Park will create an inaugural culture and art event to generate 300 attendees, sponsorships, and vendor engagement, through both digital and standard print marketing campaign that will run 2 months before the event and target northeast Florida.

2. In support of the Art Guild of Orange Park mission to promote visual fine arts and culture in Clay County, Northeast Florida, neighboring communities, and surrounding areas, AGOP will host a four-hour event on the banks of the St. Johns River in Orange Park, that will grow each year to increase the number of attendees, out-of-town guests, and hotel rooms, through both digital and standard print marketing campaign, that will run 2-3 months before the event and that will result in enhanced public awareness and appreciation of the importance of the Arts.

Not acceptable: To create goodwill within our community. OR To boost local awareness of our organization.

Acceptable: Create an event experience that will generate 100 room nights, a 30% increase over last year, by using a digital marketing campaign that will run 1 month prior to our event and will target southeast Georgia, Orlando and Tampa.

6. 2021/22 Event Funding

Event Budget (both revenue and expenditures- See example in Grant Guidelines.) Bella Notte Event Summary Budget.pdf

Sponsorship Plan/Commitments Bella Notte Sponsor Letter .pdf

What alternative source of funding will you seek if your request is not eligible for funding?

The Fundraising and Communication committees have set aside $2,500 for signage and public relations. If this grant application is approved by TDC, we will increase that budget line by $3,500 to launch both the

digital and standard print marketing campaign that will run 2 months before the event and target northeast Florida, outside Clay County. If we are not approved, we will only be able to do our initial signage and public relations effort within the county.

7.	**2021/22 Event Marketing Plan**	
	See example in Grant Guidelines. Include size/length of advertisement, distribution channel(s) used, when advertisement will appear, targeted audiences, etc.	Bella Notte Marketing Plan.pdf
	Visitor Survey	
8.	**Emergency Plan (Optional)**	
	Upload Emergency Plan (traffic and parking plans, inclement weather plan, security plan, evacuation plans, etc.)	Bella Notte Emergency Plan.pdf

Thank you,
Clay County, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.

From:	webform@claycountygov.com
To:	Kimberly Morgan; Dawn Schull; Connor L. Mathews; Samantha Radomski
Subject:	2021/22 TDC Grant Application
Date:	Monday, April 25, 2022 1:59:09 PM

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

A new entry to a form/survey has been submitted.

Form Name:	2021/22 Clay County TDC Grant Application
Date & Time:	04/25/2022 1:58 PM
Response #:	33
Submitter ID:	20793
IP address:	65.153.221.114
Time to complete:	21 min. , 37 sec.

Survey Details

Page 1

Clay County Tourist Development Council Grant Application 2021/22
(October 1, 2021 through September 30, 2022)
Deadline for application is July 15, 2021.

1. General Organization Information

Name of Organization	St Michael's Soldiers Inc
Event Name	Rock the Box 2
Address	1382 Coopers Hawk Way
City	Middleburg
State	Florida
Postal Code	32068
Phone	(904) 307-9080
Website	www.stmichaelssoldiers.org
Contact Name	JIM SIGNORILE
Contact Email Address	jim.signorile@fieldsauto.com
Contact Phone	(904) 307-9080
Contact Cell Phone	(904) 307-9080

2. Requesting Organization's Net Reported Assets in 2019

Upload Document	Statement of Financial Position.pdf

3. Event Information

Event Name	Rock the Bock 2

Date(s) of Event	08/13/2022
Time(s) of Event	7pm to 11pm
Location of Event	Thrasher Horne Center
Website	thcenter.org
Projected Number of Event Attendees	1750
Local (Clay County) Attendees	1000
Out-of-Town Attendees	750
Projected Number of Vendors	1
Projected Number of Hotel Room Nights	100

TDC Event Marketing Grant Request

Respectfully request 3000 dollars in marketing assistance for Rock the Box 2, annual concert honoring our troops, first responders, teachers, medical frontline, and lineman. These that qualify will receive 2 tickets, this concert was advertised all the way to Savannah and south to Tampa, Orlando. The lineup is headlined by 2022 CMA nominee LOCASH and featuring Brett Myers and the Cumberland band.

What method was used to determine your projected numbers for this event?

Based on previous events held at the venue over the last six years of our Help Somebody Series, amount of attendees as well as social media activity from out of town folks.

4. Event History

Date of Past Event	11/12/2016
Location of Past Event	Thrasher Horne Center
Number of Attendees	1700
Number of Vendors	1
Estimated Economic Impact	150000

How did you estimate the economic impact?

This was based on a net proceed amount given to several local charities of $70000. The Economic impact to the area as estimated based on attendees and Social Media Activities, Concession, and Merchandise numbers from the show.

Hotel Room Nights Generated by this Event	100
How many years has the event existed?	6

What method was used to capture the number of attendees?

Thrasher Horne tickets sold as well as corporate partner seats

What method was used to capture the number of vendors?

No vendors

What method was used to capture the number of hotel room nights?

Based on attendees, bands from outside the PMA and fans travelling in for the this special night.

Of the number of attendees, how many were day visitors (tourists/visitors from outside of Clay County, but not staying overnight in hotels)?	500

5. 2021/22 Event Information

Share 3 Event Objectives (Please see example in the Grant Guidelines. Objectives must be SMART- Specific, Measurable, Achievable, Realistic/Relevant, Time-bound)

Create an event that brings our troops and first responders from all over the Southeast in a night of brotherhood and great live Country Music, causing an influx of hotel rooms and additional local business uptick for the weekend. A comprehensive targeted digital spend along with TV and radio 6 weeks to a month in advance of the show targeting North to Savannah as well as South through Daytona, Orlando, and Tampa.

Not acceptable: To create goodwill within our community. OR To boost local awareness of our organization.

Acceptable: Create an event experience that will generate 100 room nights, a 30% increase over last year, by using a digital marketing campaign that will run 1 month prior to our event and will target southeast Georgia, Orlando and Tampa.

6. 2021/22 Event Funding

Event Budget (both revenue and expenditures- See example in Grant Guidelines.)	Budget Rock the Box 2.pdf
Sponsorship Plan/Commitments	Budget Rock the Box 2.pdf

What alternative source of funding will you seek if your request is not eligible for funding?

St Michaels Soldiers will secure several corporate partners to make this show a huge success like the others we have held in the past.

7. 2021/22 Event Marketing Plan

See example in Grant Guidelines. Include size/length of advertisement, distribution channel(s) used, when advertisement will appear, targeted audiences, etc.	Budget Rock the Box 2.pdf

Visitor Survey

8. Emergency Plan (Optional)

Upload Emergency Plan (traffic and parking plans, inclement weather plan, security plan, evacuation plans, etc.)

Thank you,
Clay County, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.

From:	webform@claycountygov.com
To:	Kimberly Morgan; Dawn Schull; Connor L. Mathews; Samantha Radomski
Subject:	2021/22 TDC Grant Application
Date:	Thursday, March 17, 2022 1:07:49 PM

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

A new entry to a form/survey has been submitted.

Form Name:	2021/22 Clay County TDC Grant Application
Date & Time:	03/17/2022 12:57 PM
Response #:	30
Submitter ID:	20788
IP address:	2603:3010:100:5e00:b50a:a68a:c356:e210
Time to complete:	58 min. , 18 sec.

Survey Details

Page 1

Clay County Tourist Development Council Grant Application 2021/22
(October 1, 2021 through September 30, 2022)
Deadline for application is July 15, 2021.

1. General Organization Information

Name of Organization	Airstream Ventures
Event Name	Girl's Lacrosse Showcase
Address	321 Old Hard Road
City	Fleming Island
State	Florida
Postal Code	32003
Phone	(904) 568-0495
Website	airstreamventures.com
Contact Name	Kenedy Grayson
Contact Email Address	kenedy@airstreamventures.com
Contact Phone	(904) 568-0495
Contact Cell Phone	(904) 568-0495

2. Requesting Organization's Net Reported Assets in 2019

Upload Document

3. Event Information

Event Name	Girl's Lacrosse Showcase

Date(s) of Event	May 28th and 29th
Time(s) of Event	8AM-8PM
Location of Event	Plantation Sports Complex
Website	claycountygov.com
Projected Number of Event Attendees	1500
Local (Clay County) Attendees	100
Out-of-Town Attendees	1200
Projected Number of Vendors	0
Projected Number of Hotel Room Nights	1000

TDC Event Marketing Grant Request

With Lacrosse being one of the fastest growing sports, we have brought one of the nation's largest college showcase tournament to Clay County. There will not only be players from all over the southeast participating, but over 100 college coaches from around the country will be attending the event and staying in Clay County.

What method was used to determine your projected numbers for this event?

Based on the number of attendees and participants that have signed up through the software portal.

4. Event History

Date of Past Event	05/28/2022
Location of Past Event	0
Number of Attendees	0
Number of Vendors	0
Estimated Economic Impact	0

How did you estimate the economic impact?

N/A

Hotel Room Nights Generated by this Event	0
How many years has the event existed?	0

What method was used to capture the number of attendees?

N/A

What method was used to capture the number of vendors?

N/A

What method was used to capture the number of hotel room nights?

N/A

Of the number of attendees, how many were day visitors (tourists/visitors from outside of Clay County, but not staying overnight in hotels)?	0

5. 2021/22 Event Information

Share 3 Event Objectives (Please see example in the Grant Guidelines. Objectives must be SMART-

Specific, Measurable, Achievable, Realistic/Relevant, Time-bound)
Specific: Driving people to Clay County throughout the weekend for a new sporting event that also fills hotel rooms in the area and leaves an economic impact on the destination. Through the marketing components we aim to show Clay County as a Lacrosse destination.

Measurable: Hotel room nights as well as economic impact numbers we will utilize the hotel room certification form as well as the post event survey.

Achievable: Tom West has been connected to the Lacrosse community for years and runs tournaments across the country. With support from the local government and local TDC we can grow this event into a yearly staple within the Clay County community.

Relevant: This event will help support Clay Counties vision as a destination and encourage more events to come to the area.

Time-Bound: We will begin now until the end of the tournament. Which will be plenty of time to achieve our goals.

Not acceptable: To create goodwill within our community. OR To boost local awareness of our organization.

Acceptable: Create an event experience that will generate 100 room nights, a 30% increase over last year, by using a digital marketing campaign that will run 1 month prior to our event and will target southeast Georgia, Orlando and Tampa.

6. 2021/22 Event Funding

Event Budget (both revenue and expenditures- See example in Grant Guidelines.)	LAX Clay County Budget- May 28-29.xlsx
Sponsorship Plan/Commitments	LAX-Sponsorship Plan.docx

What alternative source of funding will you seek if your request is not eligible for funding?
Event is funded by entry fees and TDC funding. If funding is not given, we will have to look at gaining possible sponsors or potentially having to change the location of the event.

7. 2021/22 Event Marketing Plan

See example in Grant Guidelines. Include size/length of advertisement, distribution channel(s) used, when advertisement will appear, targeted audiences, etc.	LAX-BusinessMarketing Plan.docx

Visitor Survey

8. Emergency Plan (Optional)

Upload Emergency Plan (traffic and parking plans, inclement weather plan, security plan, evacuation plans, etc.)

Thank you,
Clay County, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee DATE: 5/11/2022

FROM: Reginald Kantor, Budget Manager

SUBJECT: Approval of budget adjustment within the Capital Improvement Plan (CIP) Projects Fund (Non Capital Improvement Element CC1232) in the amount of $81,265 to align budgets with bids for the Kingsley Lake and Thunderbolt Elementary to Calming Waters Sidewalk Projects. The CR218 Beyond Taylor Road Sidewalk Project will be deferred to FY22/23. Funding Source: Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
No

Budget Transactions

Account Name	Account #	Amount
Capital Improvement Plan (CIP) Projects Fund		
Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - Kingsley Lake / Infrastructure Expense	FD3003-CC1232-PRJ100360-SC563000	$61,550
Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - Thunderbolt Elementary to Calming Waters Drive / Infrastructure Expense	FD3003-CC1232-PRJ100361-SC563000	$19,715
Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road / Infrastructure Expense	FD3003-CC1232-PRJ100359-	($81,265)

SC563000

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

Description

- Adjustment Worksheet for 5-17-22 F&A

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Goodermote, Angela	Approved	5/11/2022 - 2:47 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/11/2022 - 2:49 PM	AnswerNotes

Budget Adjustments for May 17 F&A

Agenda Item Notes	Account	Name	Additional Amount	Reduce Amount	Notes
Grants Under $50,000 (Res 1)	FD1000-CC1233-PRJ100389-GR010080-RC331700	General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Federal Grants - Culture and Recreation	-10,000		American Rescue Plan: Humanities for Libraries Grant
Grants Under $50,000 (Res 1)	FD1000-CC1233-PRJ100389-GR010080-SC548000	General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Promotional Activities	1,500		Humanities public programming at the Libraries
Grants Under $50,000 (Res 1)	FD1000-CC1233-PRJ100389-GR010082-SC531400	General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Operating Supplies	8,500		Humanities public programming at the Libraries
		Fund Total	0	0	
Grants Under $50,000 (Res 2)	FD3003-CC1233-PRJ100395-GR010018-RC331493	Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / FDOT Local Agency Program Agreement #G1R36 / FDOT Local Agency Program Agreement #G1R36 / FDOT Safety - LAP Grants	-35,000		FDOT - LAP Agreement 2019/2020-193
Grants Under $50,000 (Res 2)	FD3003-CC1233-PRJ100395-GR010018-SC563000	Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / FDOT Local Agency Program Agreement #G1R36 / FDOT Local Agency Program Agreement #G1R36 / Infrastructure Expense	35,000		Safety Grant to the County for the design of safety imprv on CR220 from west of Lakeshore Drive W to east of Old Hard Road
		Fund Total	0	0	
Budget Adj w/in Non Cap Imprv Element	FD3003-CC1232-PRJ100360-SC563000	Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - Kingsley Lake / Infrastructure Expense	61,550		Sidewalks at Kingsley Lake bids above current budget
Budget Adj w/in Non Cap Imprv Element	FD3003-CC1232-PRJ100361-SC563000	Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - Thunderbolt Elementary to Calming Waters Drive / Infrastructure Expense	19,715		Sidewalks at Thunderbolt Elementary to Calming Waters Drive (Town Center Blvd) bids above current budget
Budget Adj w/in Non Cap Imprv Element	FD3003-CC1232-PRJ100359-SC563000	Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road / Infrastructure Expense		81,265	Sidewalks at CR218 Beyond Taylor Road deferred to FY22/23
		Fund Total	81,265	81,265	

KEY
Fund (FD)
Cost Center (CC)
Program (PG)
Project (PRJ)
Grant (GR)
Spend (or Revenue) Category (SC or RC)

FINANCE AND AUDIT COMMITTEE
MEETING MINUTES
May 17, 2022
Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
1:00 PM

PUBLIC COMMENTS

Chairman James Renninger called the meeting to order at 1:02 pm.

Chairman James Renninger opened the floor for the public comment at 1:03 pm.

Hearing no comments, Chairman James Renninger closed the public hearing at 1:03 pm.

BUSINESS

1. Award of Bid No. 21/22-36, Right-Of-Way Mowing (North) (RE-BID) and Accompanying Agreement (T.Gardner)

   1) Approval to post notice of intent and award Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

   2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

   Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

   After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

2. Award of Bid No. 21/22-37, Right-Of-Way Mowing (South) (RE-BID) and Approval of Accompanying Agreement (T.Gardner)

1) Approval to post notice of intent and award Bid No. 21/22-37, Right-of-Way Mowing (South) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

3. Rejection of bid submittals for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project (K. Smith)

   Approval to reject the two bids received for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project due to budget concerns. Both bids received are over budget. This project is funded by a Local Agency Program Agreement with FDOT. The project will be re-bid allowing for additional time to secure construction materials and complete the project.

   After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

4. First Renewal to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds (K.Smith/J.Pierce)

   Approval of first renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.

   After discussion, Chairman James Renninger recommended the Board

place this agenda item on its May 24, 2022, consent agenda. Vice-Chairman Kristen Burke seconded the recommendation, which carried 2-0.

5. Memorandum of Understanding with Jacksonville Transportation Authority Re: Transit Study (T.Nagle)

   Approval of Memorandum of Understanding with Jacksonville Transportation Authority (JTA) agreeing to enter into a cooperative relationship to conduct a Clay County Transit Study to better understand the needs of commuters in the study area. The County will reimburse JTA once the Study is completed. The County and JTA agree to split the cost of the Study equally 50/50. In no event shall the County's nor JTA's portion of the cost exceed $100,000. JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023. Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure

   After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

6. Budget Resolutions for Grant Awards (M. Mosley)

   Approval of the following two (2) budget resolutions for grant awards under $50,000:

   1. Humanities Grant for Libraries-ARPA: $10,000 awarded by the American Libraries Association (National Endowment for the Humanities) to support humanities public programming. Funding Source: General Fund Grant Revenue / Federal Grants - Culture and Recreation
   2. FDOT Local Agency Program Agreement #G1R36: $35,000 awarded by the Florida Department of Transportation Local Agency Program to be used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road. Funding Source: Capital Improvement Plan (CIP) Projects Fund Grant Revenue / FDOT Safety - LAP Grants

   After discussion, Chairman James Renninger recommended the Board place this agenda item on its May 24, 2022, consent agenda. Vice-Chairman Kristen Burke seconded the recommendation, which carried 2-0.

7. TDC Event Grant Requests (K. Morgan)

Approval of the Tourist Development Council's (TDC) recommendations of the following grants:

1.) May 28-29, 2022 Girls Lacrosse Showcase - Sports Grant (600 athletes, coaches, families and collegiate scouts) - Recommended Grant Award will be $12,000 with the contingency that if the County can purchase required lacrosse equipment, there will be no need for an equipment rental expense. Tournament must also be a Stay-to-Play tournament with no other rebates.

2.) August 20-21, 2022 Girls Lacrosse Showcase - Sports Grant (Originally scheduled for May 20-21 but moved to August 20-21 - 70 teams with approximately 18 players per team, coaches, families and collegiate scouts) - Recommended Grant Award will be $10,000 with the contingency that if the County can purchase additional required lacrosse equipment within a budget of $15,000. Tournament must also be a Stay-to-Play tournament with no rebates.

3.) Bella Notte, A Night of Art Under the Stars - Special Event Marketing Grant (September 15) - Recommended Grant Award of $3,500 reimbursable marketing grant.

4.) Rock the Box 2 - Special Event Marketing Grant (August 13) - Recommended Grant Award of $3,000 reimbursable marketing grant.

Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

8. FY21/22 Budget Adjustments Within Non Capital Improvement Element (R.Kantor)

Approval of budget adjustment within the Capital Improvement Plan (CIP) Projects Fund (Non Capital Improvement Element CC1232) in the amount of $81,265 to align budgets with bids for the Kingsley Lake and Thunderbolt Elementary to Calming Waters Sidewalk Projects. The

CR218 Beyond Taylor Road Sidewalk Project will be deferred to FY22/23. Funding Source: Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

COUNTY MANAGER

Howard Wanamaker, County Manager, said he had no discussion items pending questions from the Committee.

Hearing no other business, Chairman James Renninger adjourned the meeting at 1:22 pm.

Attest:

_____ _____

Committee Chairman Recording Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES
May 24, 2022
Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Betsy Condon, District 4, gave the Invocation.

PLEDGE

Retired US Navy Lieutenant Commander Edward E Tucker III, Supply Corps, led the Pledge of Allegiance.

Chairman Wayne Bolla said that Lieutenant Commander Tucker retired after 26 years of service in the United States Navy. He served as a Supply Corps Officer and completed three tours on ballistic-missile submarines Nebraska and Louisiana and served on guided-missile destroyer Gravely and submarine tender Emory S. Land. LCDR Tucker received various awards and medals during his career including a Joint Service Commendation Medal and Meritorious Service Medal, among others. He currently volunteers as the Committee Chairman for Scouts, BSA, Troop 309. Chairman Bolla thanked LCDR Tucker for his service.

LCDR Tucker noted that as Vice-Chairman Condon said this weekend is not easy for military families and asked that everyone pray for those who have lost loved ones that have worn the cloth for this nation.

CALL TO ORDER

Chairman Wayne Bolla called the meeting to order at 4:02 pm.

ROLL CALL

Present: Commissioner District 2 Wayne Bolla - Chairman
Commissioner District 4 Betsy Condon - Vice-Chairman
Commissioner District 1 Mike Cella
Commissioner District 3 James Renninger
Commissioner District 5 Dr. Kristen T. Burke

Absent: None
Staff Present: Howard Wanamaker - County Manager
Courtney K. Grimm - County Attorney
Heather Boucher - Commission Auditor

PET ADOPTIONS

Teresa Capo, Executive Assistant, presented a PowerPoint presentation of pets available for adoption - Chicklet (dog) - Peep (dog) - Tiger Lily (cat) - Mimi (cat). See Attachment A. If you are interested in adopting a pet, contact - clayadoptions@claycountygov.com or call (904) 269-6342. Ms. Capo stated Clay County Animal Services also offers a community rabies and microchip clinic on the first Thursday of every month from 3:00 pm to 5:00 pm. The "Kitten Crew" is always looking for fosters. If you are interested, please contact clayfosters@claycountygov.com.

PROCLAMATIONS/RESOLUTIONS

1. National Safe Boating Week

Chairman Wayne Bolla said that May 21-27, 2022, is Safe Boating Week in Clay County. As the weather warms, this is the perfect time to remind everyone to boat responsibly. Accidents happen too fast to reach for and put on a stowed life jacket. Boaters should wear a life jacket when on the water that is in good condition and properly fitted.

Present to accept the Proclamation are members of the U.S. Coast Guard Auxiliary Flotilla 14-8:

- Chuck Whipple
- Dan Hess

Chairman Wayne Bolla read the Proclamation for the National Safe Boating Week.

Commissioner Mike Cella made a motion for approval of the Proclamation, seconded by Commissioner James Renninger, which carried 5-0.

Mr. Whipple said he and Mr. Hess volunteer with the Coast Guard as part of the auxiliary branch. They focus on recreational boating safety and teach classes in Green Cove Springs once a month with a marine deputy. Mr. Whipple thanked the Board for the Proclamation.

Mr. Hess noted that they are the civil branch of the Coast Guard and have roughly 30,000 members nationwide. The Auxiliary members wear silver, and the regular Coast Guardsman wear the gold. The Coast Guard is the only armed force with an auxiliary established by Congress. The time put in by the auxiliary is used by the Coast Guard along with their hours to go to Congress for funds. Mr. Hess said they are here in force to protect the coast, the waters, and you. So be safe when you are out on your boats, no

drinking if you are driving, and keep your passengers in line.

2. Memorial Day/Military Service Day

Chairman Wayne Bolla noted that May 30, 2022, is Memorial Day and Military Service Day in Clay County. Memorial Day is a federal holiday set aside on the last Monday in May to pay our respects to the military personnel who died while serving in the United States Armed Forces. In the words of Harry S. Truman, “Our debt to the heroic men and valiant women in the service of our country can never be repaid. They have earned our undying gratitude. America will never forget their sacrifices."

Present to help us honor our fallen soldiers and accept the Proclamation:

- Green Cove Springs Mayor Ed Gaw
- Green Cove Springs City Council Members
- NAS Jacksonville Base Commander Captain Jeff Hill - Captain Hill was designated an unrestricted naval aviator in March 1999 and has flown MH-60R and SH-60B Seahawk helicopters throughout his extensive military career. On April 9, 2021, he became the 50th commanding officer of NAS JAX.

Commissioner James Renninger read the Proclamation for the Memorial Day/Military Service Day.

Chairman Wayne Bolla made a motion for approval of the Proclamation, seconded by Commissioner Kristen Burke, which carried 5-0.

Captain Hill thanked the Board for recognizing those that continue to serve and those that have served and gave the ultimate sacrifice. Often he talks about the relationship between NAS Jax and Clay County even though they are North of the border. So many of their individuals live and shop in Clay County. Their success, from a defense of our nation's perspective, could not be done without the support of Clay County. The success is inextricably linked to the men and women of Clay County. Captain Hill thanked the Commission for the Proclamation.

Mayor Gaw noted that Clay County is a military county and Green Cove, likewise a military city. If you have never been to RiverFest or the Memorial Day celebration in Spring Park, the park is one of the best-kept secrets of Northeast Florida. The event is the most sincere celebration, and every Veteran gets to speak and some of their stories you will take home with you. Mayor Gaw invited everyone to come celebrate; it is a day you will never forget. Mayor Gaw thanked the Commission and noted that it is always a pleasure working with them in every dimension.

Commissioner Renninger presented a PowerPoint to commemorate Memorial Day on Monday, May 30, 2022. See Attachment B. Commissioner Renninger said although some commemorate Memorial Day as the first day of Summer, the last day of the traditional school year, a day of good deal sales in the open market, or just another national holiday, this date is saved with much greater meaning. Although many have been

lost over the last 246 years of this republic, and he wanted to speak to a subgroup of about thirteen that exist within about seventy-five who have lost their lives in the last year. Thirteen brave men and women gave their lives during the extraction of forces from the Kabul Airport in Afghanistan on August 26th. Commissioner Renninger asked everyone to concentrate on the youth, the service, the diversity, and the families of the thirteen souls as we honor their service:

- **Marine Corps - Lance Corporal David L. Espinoza** - Rio Bravo, Texas - Laredo, Texas native, that embodied the values of America - grit, dedication, service, and valor. Lance Corporal Espinoza joined the Marine Corps to protect our nation. Lance Corporal Espinoza was 20 years old.
- **Marine Corps - Sergeant Nicole L. Gee** - Sacramento, California - 2016 Graduate of Oakmont High School. Days before her death, she posted a picture holding an Afghan child with a caption that said, "I love my job" - the day of her death she posted at the back of a C-17 with the caption "escorting evacuees onto this bird." Sergeant Gee was 23 years old.
- **Marine Corps - Staff Sergeant Darin T. Hoover** - Salt Lake City, Utah - Served valiantly as a marine and died serving his fellow countrymen as well as America's allies in Afghanistan. Sergeant Hoover was 31 years old.
- **Army - Staff Sergeant Ryan C. Knauss** - Corryton, Tennessee - His wife Alena Knauss was quoted as saying, "It is the ultimate honor he could give back to his country." He knew in high school that he wanted to serve in the US Army. Staff Sergeant Knauss was 23 years old.
- **Marine Corps - Corporal Hunter Lopez** - Indio, California - The son of two Riverside County Sheriff's officers-Captain Herman Lopez and Deputy Alicia Lopez, he planned on following in his parent's footsteps and joining the department as a deputy after his return from this deployment. Corporal Lopez was 22 years old.
- **Marine Corps - Lance Corporal Rylee J. McCollum** - • Jackson, Wyoming - His father, Jim, told the NY Times that his son was helping with evacuations and guarding a checkpoint when the attack happened, and this was his first deployment. He had gotten married recently, and his wife is expecting their first child. Lance Corporal McCollum was 20 years old.
- **Marine Corps - Lance Corporal Dylan R. Merola** - Rancho Cucamonga, California - Graduated from Los Osos High School in Los Angeles - A lot of our students commit to the military when they get out of school, and we are so proud of them, said by a joint union high school district employee. He was also quoted as saying our hearts and prayers go out to his family and friends, and unfortunately, we have another Gold Star family in our district. Lance Corporal Merola was 20 years old.
- **Marine Corps - Lance Corporal Kareem M. Nikoui** - Norco, California - Died helping to save families of Afghans who had aided the US Government. The understanding is that he rescued three families and in the process of saving children, translators that had worked with US Government. He passed off a child and went back into the crowd and that is when the bomb went off. Lance Corporal Nikoui graduated from Norco High School in 2019 where he was a member of JROTC. His father said he loved what he was doing and he always wanted to be a marine. Lance Corporal Nikoui was 20 years old.
- **Marine Corps - Sergeant Johanny Rosario Pichardo** - Lawrence, Massachusetts - Assigned to the 5th Marine Expeditionary Brigade Naval Sport

Activity Bahrain. The Embassy of the Dominican Republic in Washington, DC offers its condolences to this young woman of Dominican origin. She is one of the victims of the recent terrorist attacks at the airport and was well known throughout the Marine Corps. Sergeant Pichardo was 25 years old.

- **Navy Hospital - Corpsman Maxton W. Soviak** - Berlin Heights, Ohio - His family says that he was proud of being a Navy Corpsman and "Devil Doc" for the Marines (if you do not know what that means, the Marine Corps has no medics, the Navy provides them all). Max leaves behind a big family of twelve brothers and sisters. Corpsman Soviak was 22 years old.
- **Marine Corps - Corporal Daegan W. Page** - Omaha, Nebraska - Joined the Marines after graduating from Millard South High School and grew up in Nebraska and Iowa. He had a tough outer shell but a giant heart and had these words tattooed on his chest "Death before Dishonor." Corporal Page was 23 years old.

Commissioner James Renninger said as you can see, these servicemen and women come from the Mid-West, the West Coast, and the East Coast; they came from every ethnicity and had family ties throughout the world. Each one left a mother, father, sister, brother, wife, child, friend, or a cherished shipmate behind. Our national anthem calls into question the durability of our nation with the final lyrics asking a question - "Oh, say does that star-spangled banner yet wave-O'er the land of the free and the home of the Brave." Let there be no mistake about it; as long as we have patriots such as these, our democracy will be enduring.

Commissioner Renninger invited everyone to the Memorial Day celebrations throughout the county on Monday, May 30, 2022:

- **City of Green Cove Springs** - Memorial Day RiverFest at Spring Park - 10:00 am to 9:00 pm
- **Town of Orange Park** - Memorial Day Service at Magnolia Cemetery - 9:00 to 10:00 am
- **City of Keystone Heights** - Memorial Day Service at KH Memorial Cemetery - 11:00 am
- **Penney Farms Retirement Community** - Memorial Day Celebration - 9:00 am

PRESENTATIONS

John Ward, Director of Emergency Management, addressed the Board regarding hurricane season. June 1, 2022, is the beginning of hurricane season. Mr. Ward gave a handout of a 2022 All-Hazards Preparedness Guide to the Commission. Anyone that has an association or group that is interested in having their team come and discuss preparedness, we would love to do so. They get a lot of questions asking if it will be an active season. There is a prediction of an above-average season; however, in 2020, there were 31 storms that had one of the record storms. 1992 was a slow season, but tell the people in South Florida that experienced Hurricane Andrew that was a slow season. Mr. Ward said it only takes one storm to impact our community. There were also significant impacts in Hurricane Matthew and Irma in 2016 and 2017. There was no landfall hurricane in our area; it was a sub-tropical system; by the time it got to us, it was still named a hurricane. There was not even sustained tropical storm forced winds; there was tropical storm-force gust, with trees down, power outages, and flooding from the

small isolated systems. Mr. Ward reiterated that it only takes one storm to affect our community. Mr. Ward noted that they had a great hurricane workshop yesterday. It was the first time they could bring the full EOC group together with all the partners in 2 years

APPROVAL OF MINUTES

3. Board of County Commissioner Meeting Minutes, May 10, 2022.

4. Finance and Audit Meeting Minutes, May 17, 2022.

Commissioner James Renninger made a motion for approval of the May 10, 2022, BCC meeting minutes and May 17, 2022, Finance and Audit meeting minutes, seconded by Commissioner Mike Cella, which carried 5-0.

PUBLIC COMMENTS

Chairman Wayne Bolla opened the floor for public comment at 4:30 pm.

Richard Klinzman, 1985 Timucua Trail, addressed the Board regarding his concern with the serious problem and what will continue to be a problem is the overgrowth in Clay County and the population increase that we are not ready for. Mr. Klinzman explained that his trip to the Olive Garden took over 90-minutes and should have been a 20-minute drive. On his usual drive today to the county, there are huge swathes of vacant land of what used to be a very nice forest. Three separate developments are going in the area, which looked to be tremendously huge, which would all empty into a two-lane road; we are not ready. Mr. Klinzman said, after listening to Mr. Ward's discussion about hurricane season, what happens if we have to evacuate. There are no plans to start dumping thousands and thousands of more cars onto an evacuation route to leave the county. Mr. Klinzman said if we had three people put a one-year moratorium in place on growth, and as long as those three were still here, he would beg you to extend it another ten years.

Hearing no other comments, Chairman Wayne Bolla closed public comment at 4:33 pm.

CONSENT AGENDA

5. Acceptance for Final Plat for Recording Rolling Hills Unit 2A (District 5, Commissioner Burke)

6. Finance Business

   The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1) FL Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various

finance related issues.

7. Consent Agenda Items from the May 17th, 2022 Finance & Audit Committee Meeting

Commissioner James Renninger requested to pull item six under the Consent Agenda for Finance Business.

Commissioner Mike Cella made a motion for approval of the Consent Agenda except item 6, seconded by Vice-Chairman Betsy Condon, which carried 5-0.

Commissioner James Renninger stated that he pulled item six because he noticed 20-25 computers were being sent to recycling. They are all newer than the ones he has in his home. Commissioner Renninger questioned the issue with those and whether there is a secondary use for those computers. If it gets approved tonight, the secondary option would be gone, and they would all go to recycling. They all are missing the hard drive as well, is that standard policy.

Troy Nagle, Assistant County Manager, explained those are surplus from the Tax Collector's office that slipped through the cracks of the normal process. They have spoken with the Tax Collector to make sure that those go through the county review in the future. Mr. Nagle said that the three-year life-cycle is what they normally rotate computers out at most county agencies. However, there is a use for those in our senior centers, libraries, or other entities that may not have access to newer technology. Mr. Nagle said the hard drive being removed is standard IT practice. Instead of trying to wipe the hard drive or potentially letting someone access proprietary data, they are destroyed. They will work with the Tax Collector, get possession of those computers, and put them into service somewhere.

Commissioner James Renninger made a motion for approval of the finance business except for the computers to research if they could provide use to another operation within the county, seconded by Commissioner Mike Cella, which carried 5-0.

DISCUSSION/UPDATES

There were no discussion/updates.

ITEMS FOR RATIFICATION

There were no Items for Ratification.

OLD BUSINESS

8. Approval of Opioid Litigation Participation Form for participation in the state-wide settlement agreement with Walgreens

Courtney Grimm, County Attorney, addressed the Board regarding the approval of the opioid litigation participation state-wide settlement agreement with Walgreens. The settlement would provide direct to the county over an eighteen-year period a little over $1.1M and then to the regional fund that the county is a part of, approximately $2.6M over eighteen years. This is the identical settlement participation form that has been presented to the Board previously.

Commissioner James Renninger said it is over an eighteen-year period, but when does it start. County attorney Grimm said there are a lot of different settlements; the Indio settlement is a lump sum that will be coming in pretty shortly during the summer. Walgreens is on track for the first payment to be made this summer. Commissioner Renninger asked if we had a plan. County Attorney Grimm said there is a team working on that plan. Commissioner Renninger suggested having a plan before the money starts flowing. Commissioner Kristen Burke agreed and asked who the committee was working on the plan. County Manager Wanamaker said there had been meetings with Lutheran Services down in Tampa. They receive roughly 50% of the monies in addition to the money that will come straight to the county. They have been very amenable to helping us build the plan. They were also working with Clay Behavioral and others in the county.

Chairman Wayne Bolla noted that before any monies are spent, the Board would like to review the plan and have a consensus before monies start going out. County Manager Wanamaker said no money would go out without Board approval.

Vice-Chairman Betsy Condon said in talking to Irene Toto at the meet your neighbor day in Keystone Heights; she had mentioned that through the grant with Lutheran Services, separate from this, Clay Behavioral had secured a location at the Winn Dixie Shopping Center in Middleburg to have the paramedicine individuals administer the medicine to start getting off drugs as well as see a counselor right then at that location. For those who may not know, 40% of our overdoses occur within a two-mile radius of that shopping center. Vice-Chairman Condon said she appreciated TJ Ward and his group with Project Opioid working with Ms. Toto and our paramedicine team to get that going. That grant has to go to a provider who is already providing services, and Clay Behavioral is doing that, so they could not give that grant directly to the county, but it would very much benefit the citizens of Clay County.

Troy Nagle, Assistant County Manager, reassured the Board that because this is not budgeted funds before even a dollar could be spent, the Board would have to see the budget resolutions to amend the budget. None of the money can be spent without it coming to the Board for approval.

Commissioner Mike Cella suggested nailing down a specific date to have a first draft come before the Board and plug in any of their thoughts. Maybe the first meeting in July. Commissioner Burke said she believes we should be proactive in having a plan. Commissioner James Renninger wanted to bring it to everyone's attention; we have been talking about two organizations that are targets for service in this regard, but there are others.

Following the continued discussion regarding organizations and bringing a draft of the plan to the Board at the second BCC meeting in July, Commissioner Mike Cella made a motion for approval, seconded by Commissioner James Renninger, which carried 5-0.

9. Solid Waste Management Brief

Milton Towns, Interim Director for Environmental Services, said as we begin our solid waste brief, Waste Management is present to give the Board a Clay County update.

Marcel Dalby, Area General Manager at Waste Management, presented a PowerPoint presentation to the Board with an overview and update regarding the solid waste brief. See Attachment C. Mr. Dalby said that just as a matter of information for the citizens, Advanced Disposal was acquired by Waste Management in November of 2020, and as a part of that, WM assumed the contract here in Clay County at that time. Mr. Dalby went through a quick summary of events for the residents.

- WM along with many other businesses struggled with labor shortages in the Spring of 2021 following the COVID pandemic and the related stimulus offerings that caused many employers to be under staffed.
- WM increased wages over 21% in a 6 month period in early 2021 in an efforts to combat this and began to offer at $10K new hire bonus to all new drivers, spending $54K/month.
- WM struggled to maintain service levels for Clay County throughout the summer.
- WM mobilized outside help and employed 3rd party companies to collect yard waste, spending over $1.1M attempting to catch up.
- WM presented options to Clay County in July and the county voted to suspend curbside recycling and move to a citizens drop off model effective 8/16/21 at which time we were 10 drivers short.
    - This allowed WM to catch up on yard waste collections within two weeks and we have kept on scheduled with all garbage and yard waste services since.
    - WM and Clay County agreed to reduce the monthly bill by $128K/month reduction - This is now $133K/month reduction due to CPI increase effective January 2022.
    - WM also agreed to perform all roll-off hauls for the citizen drop-off center for no charge - We are averaging 154 hauls/month at a cost of $32K/month.
- WM has increased wages another 15.5% effective February 2022 in an effort to combat the rising inflation, costing $45K/month.
- WM Increased wages another 20% effective April 2022 to further the efforts to recruit and offset the continued rising inflation.
    - Current starting pay is $24/hour. At 65 hours/week that is $97K/year
    - 1 year ago, starting pay was $16/hour. At 65 hours/week that was $64K/year
- WM remains on schedule with all garbage and yard waste collections weekly as well as all citizen drop-off sites

Mr. Dalby gave information on the staffing data for when recycling was suspended and current data:

- Needed 40 Residential Drivers in August 2021
- When we suspended Recycling we had 30
- In January 2022 we added 2 garbage routes (to accommodate growth) taking our

need to 42
- Currently we have 27 Residential Drivers that are fully trained
- Currently we have 8 drivers in training
    - Last week we offered 5 drivers, 1 withdrew, 1 no showed on first day
    - Last week we terminated 1 driver for safety and 1 new hire quit after 3 days of training
    - Since August WM has hired 21 and lost 17
    - Even at $24/hour we continue to see low applicant flow of CDL drivers applying in Clay County, due to physical nature of the work and low population of CDL holders in and around Clay County

Mr. Dalby said, as the Commission had asked, they have prepared options for moving forward. The contract is through November of 2024. As part of the round-table they had two weeks ago, they have boiled it down to three options.

1. **Maintain the course of citizens drop-off centers while we continue to hire - Requires 42 Drivers and 42 Helpers**:
    - WM is currently not charging the county $133K/month, nor charging for the hauls from the citizen drop-off centers.
2. **Move to a citizens drop-off model for the remainder of the contract - WM has the drivers currently.**
    - WM would add 2 more citizens drop-off centers for additional convenience (1 has already been added and the other would be WE Varnes Park)
    - WM is willing to offer an additional $35K/month to the current $133K credit.
3. **Move to Every Other Week Recycle - Requires 39 Drivers & 39 Helpers**.
    - Full re-route would be required to rebalance garbage, set new zones/days for recycle and yard waste.
    - Annual calendar would be needed for EOW schedule communication.
    - This would be confusing for the residents: one day for garbage, another for yard waste and a different day every other week for recycling.
    - This would require significant new service limits of 2 bins only.
        - Enforcement would be difficult
        - Will cause resident confusion/frustration
        - Drop-off Centers would be removed
    - WM would still need to hire and retain 4 more drivers and 8 more helpers to implement.
    - WM would reinstitute the full rate (+$133K/month) and offer a -$17,500/month rate reduction given the lesser recycling curbside service.

Commissioner Kristen Burke noted that it was said that you need 42 drivers for regular pick-up, and if it is only every other week, how can you only need three less drivers for recycling. Mr. Dalby said only recycling would be every other week, and they would maintain the same services that they do today of weekly garbage and yard waste. So, it is only the recycle routes which at full service is nine routes, and we think if we move them into an every other week schedule, it will drop from nine routes to six to accommodate the entire county.

Commissioner James Renninger read 29 drivers - 29 helpers. Mr. Dalby said we have 27 drivers that are released to drive and eight additional that are in training so call it 35, but the other eight have to make it out of training. Commissioner Renninger said, and

nobody has to leave. Mr. Dalby answered that is right, yes, sir. Commissioner Renninger asked what the estimate was to get 39 drivers and 39 helpers. Mr. Dalby said that is a tough question; we struggle with turnover in this industry. WM is the lowest of all the big haulers with turnover, but it is a challenge. It is very difficult on the trucks, and as we head into the Summer season, the struggle is heat exhaustion is a number one reason people leave. It is very tough and physical work they do every day. Mr. Dalby said to answer your question, it is very hard to predict, but I would say with eight drivers in some stage of training, if five make it to being fully released ninety days from now, that would be good.

Chairman Wayne Bolla said he likes option one the best. He is not prepared to tell his constituents we are never going back to recycling pick-up. Another issue is, looking at his 401K, there may be a change in the economy pretty quick, and as that happens, a $100K/year for a job to pick up garbage may not look so bad to people. Chairman Bolla said he would like to hold off before making that critical decision. Commissioner Renninger asked what critical decision. Chairman Bolla said his understanding is that if they go with option two, they will get rid of the extra trucks and never go back to pick up. Commissioner Renninger said his question is how long can they wait until option two goes away. Mr. Dalby said the idea with option two, if the county commits to that option, they will make changes not only in their permanent staffing but also in their trucking count to accommodate for that, not to pressure the county; it is not like that option is off the table today. As we get closer and closer to the end of the contract in November of 2024, that benefit begins to erode at some point. Commissioner Renninger said that is to his point; it will go away at some time. Chairman Bolla said in 2024; we renegotiate the entire contract anyway.

Commissioner Mike Cella said ultimately; we stay with option one, which is to continue going as we are moving along, hoping they are going to get to the magic number in terms of drivers and helpers to continue full service or possibly look at an alternate which would be every other week with the 39/39 instead of 42/42. Commissioner Cella said we have to continue the way we are going, which he recommended at the workshop meeting. At least that would give us an opportunity, if they get to 39/39, we could have the option to do recycling every other week, and if they get to 42/42, we can go back to regular service. However, we started this in August of last year, and now we are in June of this year, and we have seen that they are almost at a net-zero in terms of how many people they are bringing on and how many they are losing. Commissioner Cella said it behooves us to stay the course for our constituents, and hopefully, WM will be able to find the people to put us back on the kind of service that everyone expected we would be on. He does not see how going another direction would help us at all. Chairman Wayne Bolla believes going with option three would be a total disaster.

Following the discussion regarding the economy and options, the Board gave consensus to continue with option one.

Milton Towns, Interim Director for Environmental Services, presented a PowerPoint presentation regarding the solid waste brief to the Board. See Attachment D. Mr. Towns said at the May 10, 2022, workshop, the Board asked the staff to bring back several items for discussion or information. Those that will be discussed are:

- Disposal Allowance and Tipping Fees
- In-House Collection Cost

- Staff Recommendations
- Future Financial Discussions

Mr. Towns started the discussions for residential disposal and tipping fees. There was discussion to have a plan to amend the policy of allowing 500 lbs. of free disposal a week per residential address to a less generous, which would allow up to 13 tons per year, and that would be 500 lbs. per month, which is a 3 ton per year total. That would require staff to work with the attorney's office to amend the ordinance because that stipulation is in our solid waste ordinance. The residential disposal assessment covers the disposal cost for the availability of the collections centers, etc. There was a discussion about adjusting the rate. After further research, staff has recommended leaving that rate at $72.00 per year per residential unit. Mr. Towns said that there was talk about adjusting the tipping fees at Rosemary Hill back to the 2015 rates. Tipping fees held steady from 1998 to 2015, and they were lowered in 2016. Mr. Towns referenced the graph in the presentation and said they put the calculated disposal rate effective October 1, 2022. That can be done because they have a cap on the CPI in this contract; this is a 4% CPI increase. The CPI for this year was just paid, and they anticipate it to double. Today, we are collecting less than it costs us to dispose of C and D for franchise haulers. So, this situation will grow worse next year without an adjustment. The rates per ton are a pass-through fee; if we collect $40.00, that $38.71 referenced is passed through directly to our contractor to dispose of the waste and does not include our overhead, salaries, or maintenance cost of all of our facilities. The difference in that is where we manage our operations, and that is why we are returning those tipping fees. The only one that would not be a 2015 rate would be the passenger tire rate. Our cost to process and properly dispose of tires continues to increase. Each time a bid goes out, that rate goes up, and we are close to being net-zero on that rate and possibly need to expand some to cover those costs.

Chairman Wayne Bolla said these fees are not going to show up on anyone's tax bill. Mr. Towns answered no, sir, these fees primarily affect commercial customers. The residents would still have the 500 lbs. a month free, covering most residents who come into our facility.

Mr. Towns moved to the discussion of the In-House collection service. The cost of providing the collection with county equipment and county staff was broken down by services. Mr. Towns referenced the graph that shows the garbage, recycling, and yard waste with the estimated number of trucks for automated side-load service, so carted collection for garbage and recycling and yard waste would still be rear-end loaders. With the garbage and recycling, drivers are needed, and with the yard waste, it is a driver and a helper on those trucks. These are the first-year personnel costs and the cost of buying the containers. That large amount on the containers would be a one-time cost. After that, you would have container purchases for replacement and new residents each year.

- Grand Total (Year One) : **$41.55M**
- Does not include disposal (currently $9.24M/yr), truck general operating expenses (fuel, oil, repairs), supervisory, mechanics, or a new building for the truck shop. Also, 2021 legislation requires municipalities to provide 3 years notice AND 18 months receipts for any hauler displaced by municipalities starting their garbage service.

Chairman Wayne Bolla asked if we would incur the cost of the containers if we had to move to a different option. Mr. Towns said right, and our options would be: do we internalize that ourselves, or do we have a hauler do that with the RFP, and therefore it is collected over the period of the contract. Chairman Bolla said the cost of the truck if we leased them from someone, could we possibly set up a turn-key deal where we could get maintenance as well. Mr. Towns said they possibly have warranty work on the leases, but the leasee usually does the normal day-to-day maintenance.

Following the discussion of maintenance and the cost of hiring drivers in-house, Mr. Towns gave the staff recommendations for FY 2023:

- No change to the current Disposal Assessment Rate
    - Re-evaluate after Transfer & Disposal Services bid award
- Change Free Disposal Allowance for Residents at Rosemary Hill
    - 500 lbs./month (3 tons/year) from 500 lbs./week (13 tons/year)
- Adjust Tipping Fees at Rosemary Hill Solid Waste Facility to rates as in 2015
- Solicit Request for Proposal for Collection Service Contractor

Chairman Wayne Bolla said they need to make three decisions and said let's discuss disposal for the residents. Chairman Bolla noted that he has an issue with this: you may have to take a tree down and use up all your allowance in one shot, and the way this is worded, we can only 500 lbs. a month. Is there any way to reprogram the system once you get to 3000 lbs. you would have to pay and take as much as they bring in for the first few months. Mr. Towns said they had come back with that recommendation because it is consistent with what they do now, it is 500 a week, and we changed it to 500 a month. To do it all at once probably would require reprogramming from our service provider of the scale system. We know it is a simple change to reset the count from every Monday to the first of each month. To track it annually and by address would take more, and the cost is unknown. Commissioner Kristen Burke noted that her husband went to the dump today, and it could be a couple of months before they go again, but they do not get to keep that 500 lbs. from the first month to the next month. Mr. Towns answered no, we do not do that now, and as it is now with the 500 lbs. weekly, it is a maximum of 500 per week. Commissioner Burke said we would not have to worry about it now, but as it was said, if I had a tree, I would like to be able to have the 500 lbs. from the previous month to go to this month if it is not used. Chairman Bolla said we are taking something away from everyone, but he is trying to make it equal. If you have an emergency, you could get rid of the stuff. Vice-Chairman Betsy Condon asked how many people this would apply to. Mr. Towns said relatively about 17% of our total households use the service at all in a given year. Vice-Chairman Condon asked if there was an idea of how many go over the 500 a month. Howard Wanamaker, County Manager, said very few. Vice-Chairman Betsy Condon said she would hate to see us take it on the chin from the small business owners that take advantage of the situation so that we can have a few residents take yard waste.

Commissioner Kristen Burke said what if there is a hurricane and we have a ton of trees come down in our neighborhood. Commissioner Mike Cella said in the past; the fees were waived; that is what we did with Hurricane Irma. Vice-Chairman Condon noted we have the commercial hand service that small businesses can call to enroll in that program, and they would be billed quarterly at the same $226.00 a year. Mr. Towns said it is for those that generate residential volumes, small businesses, and churches. If they are in residential areas, the trucks are already in those areas. So they are eligible to have

their service combined with the residents on a quarterly invoicing from our offices. Commissioner Cella said the other aspect is that this is for Rosemary Hill; we still have the collection centers that people can bring things into and are not charged at all. Mr. Towns said that is right; there is no weighing there; it is by volume. Commissioner Cella asked if you could still bring trees into those centers. Mr. Towns answered yes, we have two centers that you can bring that into. Commissioner Cella said so it is not taking everything away; there are the collections centers as well as Rosemary Hill. Certain things can not be brought to the other centers but certainly gives people an option. Commissioner Burke said the people trying to buck the system can still go to those centers. Commissioner Cella said they can, but we still keep a short leash on how much they can offload. Commissioner James Renninger asked if that is because there is no scale. Mr. Towns answered no sir; it is so we can try to make sure we have the capacity to serve the residents that come. If someone brings a truck and trailer and fills up a container, we can not get them empty quick enough. Also, an important part of that is they try to mirror the curbside, so our volume limit is established to what folks put out curbside, so 1.5 cubic yards of material.

Vice-Chairman Betsy Condon made a motion for approval of bullet points 1, 3, and 4 of staff recommendations.

Commissioner Mike Cella asked if number 2 would be handled separately. Vice-Chairman Betsy Condon noted that requires an ordinance change.

Commissioner Mike Cella seconded the motion made by Vice-Chairman Betsy Condon, which carried 5-0.

Chairman Wayne Bolla said as long as we are prepared to waive fees, if there is an emergency, he will support number 3. He still thinks having 3000 lbs. a year is a better deal. But understands where staff is coming from trying to limit the theft of disposal service.

Following a brief discussion regarding the option of moving to 500 lbs. a month or 3 tons a year, Commissioner Mike Cella made a motion for approval to move to 500 lbs or 3 tons a year, seconded by Commissioner James Renninger, which carried 5-0.

PLANNING AND ZONING

There was no discussion for Planning/Zoning.

NEW BUSINESS

10. First Coast Connector from US 17 to County Road 218 (T. Nagle)
    1. Approval of naming of First Coast Connector - Cathedral Oak Parkway
    2. Approval of Plat of Cathedral Oak Parkway (Reinhold Corporation)
    3. Approval of Plat of Cathedral Oak Parkway (Peters Creek Investment LLP)

4. Approval of Willow Springs Phase 2 Tract A Replat (Peters Creek Investment LLP)

Courtney Grimm, County Attorney, stated under item ten, there are 1 through 4, and items 2, 3, and 4 would normally be on placed Consent, but because they are contingent on the Board's decision, they are placed in this order.

Troy Nagle, Assistant County Manager, addressed the Board regarding the First Coast Connector from US 17 to County Road 218. Mr. Nagle said this is the naming of the FCC to be Cathedral Oak Parkway. In the agreement made with Reinhold, the Board gave them the ability to name the piece between CR 218 and SR 23. Staying within compliance with our addressing ordinance, the desire is to have one name from one end to the other.

1. Approval of naming the FCC - Cathedral Oak Parkway
2. Approval of the plat for Cathedral Oak Parkway (Reinhold Corporation)
3. Approval of the plat for Cathedral Parkway (Peters Creek Investment LLP)
4. Approval of Willow Springs Phase Two - Tract A - Replat (Peters Creek Investment LLP)

George Egan, Reinhold Corporation, stated that they had been researching this for over a year. They reviewed over a hundred names. Trying to create a name that was historical to that area of Clay County. With many trips down to Clay County Archives looking through old plats and not finding a plat name they liked, they looked at surveyors' names and did not find anything they liked. Cathedral Oak was on the list of possibilities. Paul Reinhold was a very spiritual man. In his business affairs, his company newsletter was called the Cathedral Builder; that was kind of his ethos that he presented to his employees and the broader public. In the mid-80s, they started their nursery and created the Cathedral Oak, a beautiful tree that grows very straight with a nice round canopy. Mr. Egan said they thought about what this idea conveys to the community and people coming through. It is an oak tree; it has a nice ring and a nice historical relationship to the land and the Reinhold family. It could be a signature tree for the count. Their broader and longer-term aspiration is that the Cathedral Oak be associated with Clay County.

Commissioner Kristen Burke asked if there would be cathedral oak trees on Cathedral Parkway. Mr. Egan answered yes.

Commissioner James Renninger made a motion for approval of items 1 through 4, seconded by Commissioner Mike Cella, which carried 5-0.

11. Partial Easement Release Lot 37 Spring Creek at Eagle Harbor, 2509 Sunny Creek Drive, for Pool Construction (District 1, Comm. Cella)

Courtney Grimm, County Attorney, addressed the Board regarding the partial easement release of Lot 37, Spring Creek at Eagle Harbor 2509 Sunny Creek Drive for pool construction. Ms. Grimm said engineering and the CDD had approved the request.

Vice-Chairman Betsy Condon asked if this gives them more land to build the pool.

Courtney Grimm, County Attorney, said that is correct because we have determined that we do not need that easement. The easement was for access to the pond, but the CDD maintains that pond.

Commissioner Mike Cella noted that one house away, there is an easement that would allow us to get to the pond if need be.

Commissioner Mike Cella made a motion for approval, seconded by Commissioner James Renninger, which carried 5-0.

12. Award of RFP No. 21/22-33, CDBG - Junk/Debris Removal and Approval of Agreement (V.Hapner/K.Thomas)

    1) Approval to accept staff's evaluation and award RFP No. 21/22-33, CDBG - Junk/Debris Removal to 904 Junk Removal company at the unit prices submitted in the proposal. Approval will be effective after 72 hour period for protest has expired.

    2) Additional approval of the accompanying Agreement with 904 Junk Removal at the specified rates listed in Attachment B. Services under this Agreement will be assigned by Task Order/Purchase Order. Services must be completed by September 30, 2022 unless an extension is approved.

    1. 904 Junk Removal = 88.66
    2. Conner Construction and Demolition = 84

    Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

Karen Smith, Director of Administrative and Contractual Services, addressed the Board regarding the award of the RFP 21/22-23, CDBG for junk/debris removal, and the accompanying agreement with 904 Junk Removal. Ms. Smith reiterated that this would cover the bid award and the agreement if approved. It was issued as an RFP to look at their qualifications, availability, and equipment to remove the junk and debris. Ms. Smith said this is related to the CDBG entitlement community grant. 904 Junk Removal was low in all categories and is the recommendation to the Board.

Chairman Wayne Bolla said he was surprised only to have two companies respond to the RFP; how many were sent out. Ms. Smith said it was sent out to nineteen companies.

Vice-Chairman Betsy Condon made a motion for approval, seconded by Commissioner Burke, which carried 5-0.

13. Award of Bid No. 21/22-34, CDBG - Demolition & Removal Services and Accompanying Agreement (K.Smith/V.Hapner)

1) Approval to post notice of intent and award Bid No. 21/22-34, CDBG - Demolition & Removal Services to Conner Construction and Demolition at the individual rates provided in the proposal. Approval will be effective after the 72 hour period of protest has expired.

2) Additional approval of the accompanying Agreement with Conner Construction and Demolition at the specified rates listed in Attachment B. Services under this agreement will be assigned by Task Order/Purchase Order. Services must be completed by September 30, 2022 unless an extension is approved.

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

Karen Smith, Director of Administrative and Contractual Services, addressed the Board regarding the award of Bid 21/22-34, CDBG for demolition and removal services and the accompanying agreement with Conner Construction and Demolition. Ms. Smith said this item is very similar to item 12; it is the demolition and removal of mobile homes. This is for the applicants that qualify for the program. All removals and demos will be disposed of at the county landfill. There was only one bid on this item, Conner Construction, and Demolition.

Chairman Wayne Bolla asked how many of these were sent out. Ms. Smith said it was sent to eighteen companies, and this is something we do not normally put out to bid; it is only through the CDBG program. Chairman Bolla asked if we could change something on the bidding to get more interest. Ms. Smith said no, sir, we still vet the applications through the community service department.

Commissioner James Renninger said we just awarded to 904, and the losing contractor was Conner, and now we are awarding them. Ms. Smith said they bid on both bids. However, the demolition of mobile homes is a much bigger task.

Commissioner James Renninger made a motion for approval, seconded by Commissioner Kristen Burke, which carried 5-0.

CONSTITUTIONAL OFFICERS

No comments by Constitutional Officers.

COMMISSION AUDITOR

Heather Boucher, Commission Auditor, had no comment.

COUNTY ATTORNEY

Courtney Grimm, County Attorney, said that next Tuesday, May 31, 2022, would be the final hearing for the Charter Review Commission; at that time, they also plan to submit their final report. They will bring forward that report to the June 14, 2022, BCC meeting, and if they determine to move anything forward, they would ask you by resolution to forward those to the Supervisor of Elections. County Attorney Grimm said at the last meeting the Board had asked about the time frame for any board amendments; she spoke with the Supervisor of Elections, and mid-August would be the deadline.

Chairman Wayne Bolla noted that they are allowed to add something to the ballot as a referendum as a board. Commissioner James Renninger asked if they could modify the CRC's recommendations. County Attorney Grimm answered no, and if the Board has any interest, it does have to be advertised and has to be by ordinance, so incorporate that into your timeframe.

COUNTY MANAGER

Howard Wanamaker, County Manager, said to follow up regarding the all-hazard preparedness guide. It is a brand new document with a checklist to prepare yourself and your family should a mishap or an emergency arise in Clay County. Most importantly, the graphics for the evacuation zones have been updated. See attachment G. That information is also available via pdf on our website.

County Manager Wanamaker said to add to the events for Memorial Day the College Drive Initiative has a Memorial Day food truck event on Friday, May 27, 2022, at the St. Johns River State College from 6:00 pm to 8:00 pm with a moment of silence at 7:00 pm. County Manager Wanamaker noted that the next Green Cove springs Food Truck event would be on Friday, June 10, 2022, from 5:00 pm to 9:30 pm.

County Manager Wanamaker said they just received notice from the Florida Department of Health that the community needs to be concerned about; it will go out on social media very soon if it has not been already. It is an issue of a health alert for the presence of harmful blue-green algae toxins alert for Doctors Lake, specifically in the Mill Cove area. This is in response to a water sample taken on May 17, 2022. The public should exercise caution in and around Doctors Lake, Mill Cove area. Do not drink, swim, wade, or use personal watercraft, water-ski, or boat in waters with visible bloom. You should wash your clothing and skin with clean water, and any fish caught should be washed off. The FDEP analysis algae bloom, and you can report this online to the FDEP. They also have a toll-free number - 1-855-305-3903. You can also report fish kills to the Florida Fish and Wildlife Research Institute - at 1-800-636-0511. County Wanamaker said if you should have symptoms from exposure to this algae bloom or any aquatic toxin, call - 1-800-222-1222 to speak to a poison specialist immediately.

Commissioner Kristen Burke asked if they test regularly. County Manager Wanamaker answered yes, they do test regularly. Commissioner Burke asked if it could spread. County Wanamaker said it could spread normally in the Doctors Lake area because the St. Johns is constantly moving and has a wider body of water. Therefore, it is more

susceptible in the Doctors Lake area.

Commission Mike Cella said with the hurricane season starting June 1, 2022, many new people in our area may not be aware of the evacuation zones. Maybe at the announcement of hurricane season, we could do a push to get that information out to people. County Manager Wanamaker noted that Annaleasa Winter, PIO, has been working on that information and would get that out to the community. Chairman Bolla said one of the takeaways he received from those preparedness sessions is that when the evacuation order goes out, the roads get packed up pretty quickly. When you get the evacuation order and look up and see the sun shining, understand these hurricanes come in pretty quick, and once it is here, it is too late to move. We will put the order out when we think it is imperative to get people moving. It may be that you go somewhere else, and the hurricane does not come in, and everything is okay, and that is great; just remember you did the right thing.

Commissioner James Renninger recognized Mr. Eric Anderson from the Regional Council, and he may want to add information for preparation.

Eric Anderson, Emergency Preparedness Manager for the Northeast Florida Regional Council, said the data provided to your county was provided last year. The county has looked at that data and amended the evacuation zones based on the new science that has come in. So they have worked hand and hand with the county over the last year and feel assured they have taken a good look at where those inundation areas could be.

TIME CERTAINS

14. Collective Bargaining Agreement between Clay County and the Clay County Fire/Rescue Professionals Unit "B", International Association of Firefighters Local 3362B - Fiscal Years 2022-2024

David Motes, Assistant County Manager/Public Safety, addressed the Board regarding the collective bargaining agreement between Clay County and the Clay County Fire/Rescue Professionals Unit "B," International Association of Firefighters Local 3362 for Fiscal years 2022-2024. Mr. Motes stated this is the second piece of the bargaining agreement brought to the Board at the previous meeting. He also thanked President Soles and his team for successful negotiations and the County Manager and his team for the group effort.

Lieutenant Soles reiterated the thanks from the union side and the guys on the street and to the citizens if they did not hear it last time and the County Manager and Ms. Grimm; she has worked very hard.

Vice-Chairman Betsy Condon made a motion for approval, seconded by Commissioner Mike Cella, which carried 5-0.

15. 5:00 p.m. or as soon thereafter as can be heard - Adoption of Resolution approving the execution of an Interlocal Agreement with the City of

Jacksonville, Florida (the Issuer), approving the issuance by the Issuer of its Health Care Facilities Revenue Bonds (Baptist Health), Series 2022

Courtney Grimm, County Attorney, addressed the Board regarding the adoption of the Resolution approving the execution of an Interlocal Agreement with the City of Jacksonville, Florida, approving the issuance of its health care facilities revenue bonds (Baptist Health).

Jeff Stephenson, Vice President, Operational Finance for Baptist Health, addressed the Board regarding this item. Mr. Stephenson said Baptist Health wants to do up to a $200M tax-exempt bond issue for a multi-campus expansion plan. Baptist Health is specifically seeking the Board's approval to use up to $100M of that money to expand the Clay Campus. The Clay Campus is building a 102-bed hospital. The hospital will bring additional health care services and approximately 400 additional jobs to Clay County.

Vice-Chairman Betsy Condon asked if this is in addition to the already being built hospital. Mr. Stephenson said this is for the hospital currently being built. Chairman Bolla asked if this would affect the County's credit rating. Mr. Stephenson said it will not. Chairman Bolla asked for clarity regarding the County underwriting a loan. Mr. Stephens said the County is not. Chairman Bolla stated that the Board has to approve it for clarity, and Baptist Health is letting the Board know what it is doing. Mr. Stephenson said it has to be approved by the Board to receive a tax-exempt bond issue. Mr. Stephenson noted Baptist Health is a solid and stable organization with a stable AA bond credit rating.

Courtney Grimm, County Attorney, noted the City of Jacksonville, Florida, is hearing the same item tonight.

Chairman Wayne Bolla opened the floor for the public hearing at 5:36 pm.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 5:36 pm.

Commissioner Kristen Burke made a motion for approval of the Resolution and the Interlocal Agreement, seconded by Commissioner Mike Cella, which carried 5-0.

16. 5:00 p.m. or as soon thereafter as can be heard - Final Public Hearing to consider REZ-2022-04. (District 5, Comm. Burke) Planning Commission voted 6-0 to recommend approval. (M. Brown)

    This application is to rezone a 2.07 acre parcel on Henley Road from PS-1 to LA RF. The parcel is located within the LAMPA. The purpose of the rezoning is to allow for the development of a single family residence by the owner.

Mike Brown, Zoning Chief, presented a PowerPoint presentation to the Board regarding the final hearing for REZ-2022-04, an application to rezone a single parcel of 2.07 acres from PS-1 to LA RF. See Attachment E. The applicants are Barry Beasley and Hae Chauncey, and the property is a vacant lot off Henley Road. Mr. Brown noted that the

purpose of the rezoning is to allow for the owner's development of a single-family residence. In 2015, the parcel was rezoned from AR-1 to PS-1 (Ordinance 2015-32). The parcel has frontages on both Henley Road and Simmons Trail. Section 3-23 33B.A.1. of the LDC requires the county to rezone undeveloped properties to the base zoning district for each land use. The subject parcel is located in Lake Asbury Rural Fringe land use. The base zoning for the LA RF land use is LA RF. The PS-1 zoning district allows for Churches, Synagogues, and Temples; together with educational and recreational facilities owned, maintained, and operated by any such Church, Synagogue, or Temple and accessory to it; together with rectories, convents and parsonage. A rectory or parsonage is a residence for a member of the clergy. Mr. Brown noted that in the presentation, there is a map that shows the surrounding zoning and an aerial view of the property. The staff has reviewed the application and determined that the request is compatible with the surrounding area and recommends approval of application Z-22-04 along with the execution of an agreement that limits the development of the subject parcel to one single-family dwelling unit. The CAC recommended approval of the change.

Commissioner Mike Cella asked for clarification on the agreement and if that is with the county and the owner. Mr. Brown said that it is and would carry forward if the property was sold. Chairman Wayne Bolla asked what would happen once the moratorium lifts in a year. Mr. Brown said the agreement would stay in place, and it would take an act of the Board to change it.

Chairman Wayne Bolla opened the floor for the public hearing at 5:42 pm.

Jim Ryan, Chairman of the Lake Asbury-Penny Farms CAC, stated that the applicant was at their meeting and assured the committee that there would only be one residence built on the property. The committee voted unanimously to approve REZ-2022-04 with that assurance.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 5:43 pm.

Commissioner Kristen Burke made a motion for approval to include the agreement, seconded by Commissioner Mike Cella, which carried 5-0.

17. 5:00 p.m. or as soon thereafter as can be heard - Final Public Hearing to consider adoption of LDC 2022-02. (District 5 Comm. Burke) Planning Commission voted 3-3 on a motion to approve. (M. Brown)

    Proposed text amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district.

Mike Brown, Zoning Chief, presented a PowerPoint to the Board regarding the final hearing for LDC-2022-02, a proposed text amendment to Article III, Section 3-33 B.B.6.a.i, of the LDC. See Attachment F. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district. Mr. Brown said the intent of the Lake Asbury Village Center zoning district was for commercial uses to be "in a compact, walkable form accessible by a sidewalk." Select drive-thru uses are only allowed in the Lake

Asbury Activity Center zoning district within the LAMPA. The applicant has requested an amendment to the Lake Asbury Village Center zoning district to allow specific drive-thru uses in this district. The specific uses that would be allowed with a drive-thru include delicatessens & sit-down fast food, pharmacies, laundry, dry cleaning, and banks.

Permitted Uses:

- Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (~~without~~ with drive-thru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or car wash facilities; tobacco and related shops; private clubs; libraries and museums; retail outlets for the sale of food, toiletries, sundries, notions and drugs including pharmacies with drive-thru; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and dry cleaning (with drive-thru but pickup station only); telephone sales and repair; government/public offices; printing/copying/mailing outlets; books, magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (~~without~~ with drive~~-through~~ thru), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000 square feet.

Mr. Brown said that staff has reviewed the changes and recommends approval of the proposed changes as set forth above. The proposed change was presented to Lake Asbury CAC as an informational item. There was general support for the proposed change. Planning Commissioner voted 3-3 on a motion to recommend the proposed LDC change approval.

Mr. Brown noted the applicant could not be present because he has tested positive for COVID. Courtney Grimm, County Attorney, said the applicant has been watching and is available to answer questions via phone should the Board have any questions.

Chairman Wayne Bolla opened the floor for the public hearing at 5:47 pm.

Jim Ryan, Chairman of the Lake Asbury/Penny Farms CAC, said that the applicant was present at the meeting on May 27, 2022. The Committee discussed the proposal for an extended time. The Committee was not asked for a recommendation and did not have a recommendation.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 5:48 pm.

Commissioner Kristen Burke said she spoke to four people on the Committee. The committee members said only one person was against it. The concern is the number of drive-thrus in the Village Center. Commissioner Burke told them 65% of the Village Centers could be residential, which leaves 35% business. The Committee was very excited about Dunkin Donuts, specifically in Lake Asbury. Commissioner Burke said the Committee was more comfortable once they spoke. The Committee said the majority of feedback from people has been for it. Vice-Chairman Betsy Condon said she favors this because it allows people to have less contact when ill. Commissioner James Renninger said he has an issue with this because the master plan was supposed to be a walk-up type Village Center. His other concern is the Board had expressed their desire for more sit-down, higher-end restaurants. Dunkin Donuts, McDonalds, and Burger King do not fit that category. There are plenty of places to stop, and there are other opportunities for those businesses to go elsewhere. Commissioner Burke noted it would be nice to have the convenience of having a Dunkin Donuts or dry cleaners in Lake Asbury instead of driving to Fleming Island for those services. Vice-Chairman Condon noted the Board did not pass anything saying we do not want fast food in Clay County. The Board eliminated the mobility fee credits for fast food restaurant incentives. Commissioner Renninger said that effort incentivized high-end restaurants and disincentived fast-food restaurants. Commissioner Mike Cella said he would defer to the people who live there and support what they want. Chairman Bolla said he agrees with Commissioner Renninger about incentivizing as many sit-down restaurants as possible, but he is also not going to stand in the way of Lake Asbury getting a Dunkin Donuts. Vice-Chairman Condon noted the ordinance says a business can only have a drive-thru if it also has sit-down seating. Commissioner Cella said that upscale restaurants added a drive-thru component during the pandemic, and it is still successful.

Commissioner Kristen Burke made a motion for approval, seconded by Vice-Chairman Betsy Condon, which carried 4-1 with Commissioner James Renninger in opposition.

18. 5:00 p.m. or as soon thereafter as can be heard - Final Public Hearing to consider REZ-2022-03. (District 1, Comm. Cella) (M. Brown)

    This item is being Continued to June 28th. The Fleming Island Citizen Advisory Committee continued this item from April to May, therefore the Planning Commission won't hear this item until its June meeting. This application is to rezone a single parcel (114 Canova Street) totaling 1.61 acres from AR (Agricultural Residential) to PS-1 (Private Services).

Mike Brown, Zoning Chief noted that application REZ-2022-03 has been requested for a continuance until the June 28, 2022, BCC meeting. Due to advertising the item there would need to be a public hearing.

Chairman Wayne Bolla opened the floor for the public hearing at 5:33 pm.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 5:33 pm.

Commissioner Mike Cella made a motion for approval of the continuance, seconded by Commissioner James Renninger, which carried 5-0.

19. 5:00 p.m. or as soon thereafter as can be heard - First Public Hearing to consider LDC-2021-14. Planning Commission voted 6-0 to recommend denial of the Code changes.(M. Brown)

    This application has been Withdrawn by the Applicant. The application was a proposed text amendment to Article III Section 3-5(am), pertaining to the Mini-Warehouse conditional use criteria.

LDC-2021-14 has been withdrawn by the applicant. No hearing required.

20. 5:00 p.m. or as soon thereafter as can be heard - Workshop Topic - Public Hearing to consider Transmittal of CPA-2022-04. (E. Lehman)

    This item has been Withdrawn by Staff. It will be amended and readvertised at a later date. The item was a proposed change to LA TRA Policy 1.1.3 which includes reference to the Lake Asbury Adequate Public Facilities (APF) fee. The BCC adopted the mobility fee that addressed the financial system referenced in the policy, including financing many, but not all, of the APF roadways. This change to the policy addresses the construction costs of the entire APF system.

Staff has withdrawn CPA-2022-04. No hearing required.

LETTERS FOR ACTION

21. Discussion of Appointments to the Clay County Housing Finance Authority

    Applications were received from Roger Higginbotham and James Ryan for the re-appointment of their seats on the Clay County Housing Finance Authority.

Chairman Wayne Bolla opened the floor for the discussion of appointments to the Clay County Housing Finance Authority. Applications were received from Roger Higginbotham and James Ryan for re-appointment to their seats.

Commissioner James Renninger made a motion for approval to receive both Mr. Roger Higginbotham and Mr. James Ryan for re-appointment to their seats, seconded by Vice-Chairman Betsy Condon. Which carried 5-0.

22. Acceptance of Resignation From Susan Hill - Tourist Development Council

    Susan Hill submitted her resignation from the Tourist Development Council effective June 1, 2022.

Chairman Wayne Bolla opened the floor for the discussion to accept Susan Hill's

resignation from the Tourist Development Council. Ms. Hill submitted her resignation to be affected on June 1, 2022. Commissioner Mike Cella noted that Ms. Hill had been an excellent active member of the TDC for many years. She is retiring. Commissioner Cella said the TDC is losing someone really good, and it will be hard to find someone to fill the seat.

Commissioner Mike Cella made a motion for approval to accept Ms. Susan Hill's resignation from the Tourist Development Council, seconded by Vice-Chairman Betsy Condon, which carried 5-0.

Commissioner James Renninger said to let the record reflect the Board reluctantly accepts Ms. Hill's resignation.

LETTERS OF DOCUMENTATION

23. Bid Opening Tabulations

    Bid Opening Tabulation for May 10, 2022:

    A. RFQ No. 21/22-41, Sponsor/Developer for Homeless Stabilization Under the Clay County SHIP Program

24. Charter Review Commission Minutes March 29, 2022

Chairman Wayne Bolla acknowledged the Letters of Documentation.

COMMISSIONERS' COMMENTS

Chairman Wayne Bolla opened the floor for the public comment at 6:17 pm.

Hearing no comments, Chairman Wayne Bolla closed the public comment at 6:18 pm.

Commissioner Mike Cella noted it is Memorial Day weekend and encouraged everyone to be careful driving. There is an expected 8% increase in driving nationwide this year compared to last year, with approximately 39M drivers. The Florida Department of Highway Safety and Motor Vehicles began a campaign in April to encourage drivers to stay focused on the road and not allow themselves to be distracted driving. According to their research, there were 233 distracted accidents in Clay County last year. Commissioner Cella wished everyone a good and happy Memorial Day weekend. He encouraged everyone to remember why we have Memorial Day and honor our US military personnel.

Commissioner James Renninger noted the Military Appreciation Luncheon is this Thursday, May 26, 2022, from 11:30 am to 1:00 pm. Commissioner Renninger said he is not sure if there are any seats available. Commissioner Renninger expressed his concern with the timing of receiving the financial information before the Finance and Audit meeting. He said he needed enough time to look at it. He reiterated there were thousands of dollars worth of computers that could be used within the County. Not using

good policy and procedure will waste constituents' money. Commissioner Renninger requested to receive the information sooner. Howard Wanamaker, County Manager, noted that Lisa Streeper, Clay County Comptroller, is out on leave, and therefore, the financial information did not go out. The staff noticed mid-day. County Manager Wanamaker apologized for the oversite.

Vice-Chairman Betsy Condon noted it had been a busy couple of weeks since the last BCC meeting. Several events have taken place. One of those events was the Topping Out Ceremony for the free-standing HCA Emergency Room in Middleburg. It has great accessibility to top-notch healthcare, adding to our St. Vincent Hospitals. The second event was The Blue Star Memorial at Middleburg-Clay Hill Library. It was a beautiful ceremony in which the First Coast Highlanders played. She encouraged everyone to stop by and see the newest Blue Star Memorial from the Middleburg Garden Club. Finally, vice-Chairman Condon noted she shared speeding concerns on social media and had citizens report excessive speeds on one particular road in Keystone Heights. Richard Smith, Engineering Director for Clay County, shared the speed data with the Sheriff's Office. The Sheriff's Office was able to set up some speeding traps. One resident got creative and created a sign that said "speed trap ahead," complete with pinwheels. Vice-Chairman Condon said Michelle Cook, Clay County Sheriff, said it is Sheriff approved to report speeding traps using signs as long as there are little pinwheels. It did get people to slow down, which is the intent. The Sheriff's Office is stepping up speed patrols throughout the summer in undisclosed locations. People are driving excessively all over the County. Crime is down. However, vehicle accidents are up. Vice-Chairman Condon proposed an accessibility council to allow for groups with accessibility challenges to make recommendations to the Board on ways to make Clay County more accessible. Commissioner James Renninger said there are other shortfalls in the County, including a Cultural Council. Sixty-four other counties in Florida have one, but Clay County does not. Commissioner Renninger recommended looking into all the areas of a shortfall, recommending which to pursue, and the timeline for pursuit. Commissioner Renninger said disabilities are tough to navigate. He shared a story about a phone call he received from a citizen. A woman shared that her adult daughter barely survived COVID and is now disabled with a small child. This woman says she does not have the resources to care for her daughter and granddaughter.

Commissioner James Renninger said maybe social services could look at that, but accessibility is a real problem. Vice-Chairman Condon said we modified Moody Park. They thought they had upgraded the swings but instead removed the one swing that those with different abilities could use. An Accessibility Council could help with those types of situations. Commissioner Renninger said Orange Park is installing a wheelchair-accessible walkway around Clarke House Park. Vice-Chairman Condon said they were able to place two bingo machines in two senior centers, and the others are still missing parts. However, they are coming soon. The two centers that do not have their bingo machines yet do not play bingo as often as Orange Park and Middleburg. The machines are movable, which means they are being moved around the room, into different areas, and allows for more accessibility for seniors. Howard Wanamaker, County Manager, gave a brief update on the senior centers, which were being updated and received minor repairs. The kitchen project at the Green Cove Springs Senior Center is moving along nicely. Commissioner Kristen Burke said she had been asked about the Keystone Heights Senior Center. County Manager Wanamaker said they would be coming soon. Vice-Chairman Condon said the Keystone Heights Senior Center's big attraction is

cards.

Commissioner Kristen Burke expressed her concern over the proposed Clay County Business Tax. Commissioner Burke said she has been doing quite a bit of research since the last meeting. She is noted as a business owner. She is accustomed to business requirements to start and maintain a business. She believed the original proposal to be a business registry. However, it has become a business tax. She did not see it as a business tax, but the County had no choice and must call it a business tax. She has received many phone calls from concerned business owners. Commissioner Burke noted she truly wants to have a Clay County business registry, but if there is no enforcement, what good will this business tax do. She has spoken to numerous organizations that deal with businesses. Every single organization said this is a waste of County money and time. The County will have to hire more employees. According to other counties with the business tax, it is not worth it. Commissioner Burke asked why we need to depend on a business tax to know businesses are safe. She asked for staff to explore other options to ensure business safety. Commissioner Burke noted she believes the Board was trying to do something good by exploring a business registry but does not believe the business tax is the way forward. Commissioner Burke shared that her oldest and only son is getting married next Friday. She requested prayers.

Howard Wanamaker, County Manager, asked the Board to direct staff regarding the business tax issue. Chairman Wayne Bolla called for a motion regarding the business tax.

Commissioner Kristen Burke made a motion not to move forward with a business tax, seconded by Vice-Chairman Betsy Condon, which carried 3-2 with Chairman Wayne Bolla and Commissioner James Renninger opposing.

Chairman Wayne Bolla read a note from the Chairman of the School Board. The note said

- "Clay County Schools rank number 4 by niche after careful analysis of multiple data points from the US Department of Education including state test scores, college readiness, graduation rates, SAT and ACT scores, teacher quality, and public district ratings."

Chairman Bolla noted that Clay County was 18th in the state not too long ago, and now Clay County is in the top five. A good school district attracts good businesses with good employees. It is a big deal for the economic development team. Congratulations to the school district.

Hearing no other business, Chairman Wayne Bolla adjourned the meeting at 6:37 pm.

Attest:

Tara S. Green Clay County Clerk of Court and Comptroller Ex Officio Clerk of the Board	Chairman or Vice-Chairman

Acronym Definitions

- ACT – American College Testing
- AR-1 – Agricultural/Residential
- BCC – Board of County Commissioners
- CAC – Citizens Advisory Committee
- CDBG – Community Development Block Grant
- CDD – Community Development District
- CR – County Road
- CRC- Charter Review Commission
- EOC – Emergency Operations Center
- FCC – First Coast Connector
- FDEP – Florida Department of Protection
- FY – Fiscal Year
- JAX – Jacksonville
- JROTC – Junior Reserve Officers' Training Corps
- LA RF – Lake Asbury Rural Fringe
- LAMPA – Lake Asbury Master Plan Area
- LCDR – Lieutenant Commander
- LDC – Land Development Code
- MH-60R – Multi-Mission Helicopter
- NAS – Naval Air Station
- PIO – Public Information Officer
- PS-1 – Private Services
- REZ – Rezone
- RFP – Request for Proposal
- RFQ – Request for Qualifications
- SAT – Scholastic Assessment Test
- SH-60B – Anti-Submarine Helicopter
- SR – State Road
- TDC – Tourist Development Council
- WM – Waste Management

Attachment
“A”
Pet Adoptions

Clay County Animal Services

Pet Adoptions

Chicklet CLAY-A-1697

SEX: Spayed Female
BREED: Mix Breed, 8 Weeks Old, 5.9 lbs.
LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Chicklet came in with her 7 siblings and her mom. Chicklet is very playful and will need her normal puppy manners training. We believe she is a cattle dog mix so her weight range should be around 50lbs. She is looking for an active family with plenty of room to play.

Chicklet is up to date on her age appropriate vaccines and is microchipped.

Peep CLAY-A-1701

SEX: Neutered Male
BREED: Mix Breed 8 Weeks Old, 8.15lbs

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Peep came in with his 7 siblings and his mom. Peep is very playful and will need his normal puppy manners training. We believe he is a cattle dog mix so his weight range should be around 50lbs. He is looking for an active family with plenty of room to play.

Peep is up to date on his age appropriate vaccines and is microchipped.

Tiger Lily CLAY-A-2136

SEX: Spayed Female
BREED: Domestic Short Hair, 1 Year Old
LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Tiger Lily came in with her sister Water Lily and a litter of kittens that they were co-parenting. Now that the kittens are ready for their new homes, so is Tiger Lily. She is very sweet and loves attention, she would make a great addition to any family.

Tiger Lily has had her age appropriate vaccines and she is microchipped.

Mimi CLAY-A-2164

SEX: Spayed Female

BREED: Domestic Short Hair, 2 years Old

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: They don’t come much sweeter than Mimi, just look at her face. Mimi came to us as a stray and quickly stole our hearts. She is very sweet and she loves to lounge around on her soft blanket.

Mimi is up to date on all of her age appropriate vaccines and microchipped.

If you are interested in adopting please email us at clayadoptions@claycountygov.com or call at 904-269-6342

Join our "Kitten Crew"
We need fosters, if interested please contact
clayfosters@claycountygov.com

www.facebook.com/ClayCtyAnimals
www.claycountygov.com

Attachment
“B”
Memorial Day Presentation

Memorial Day
May 30, 2022

Four things support the world: the learning of the wise, the justice of the great, the prayers of the good, and the valor of the brave.

Commissioner James Renninger

Marine Corps

Lance Cpl.
David L. Espinoza

Rio Bravo, Texas

Marine Corps

Sgt. Nicole L. Gee

Sacramento, California

Marine Corps

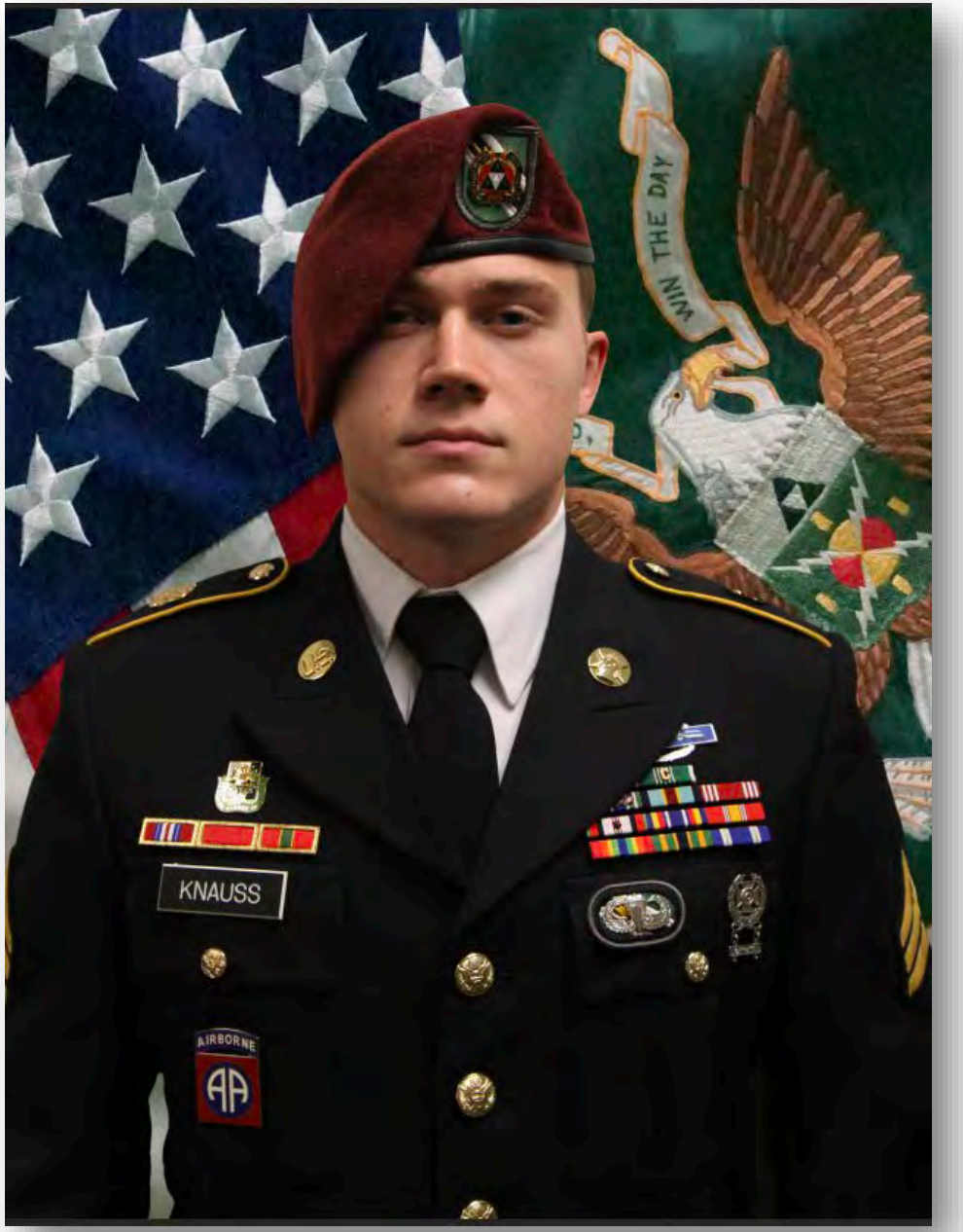
Staff Sgt. Darin T. Hoover

Salt Lake City, Utah

Army

Staff Sgt. Ryan C. Knauss

Corryton, Tennessee



Marine Corps

Cpl. Hunter Lopez

Indio, California

Marine Corps

Lance Cpl. Rylee J. McCollum

Jackson, Wyoming

Marine Corps

Lance Cpl.
Dylan R. Merola

Rancho Cucamonga, California

Marine Corps

Lance Cpl.
Kareem M. Nikoui

Norco, California

Marine Corps

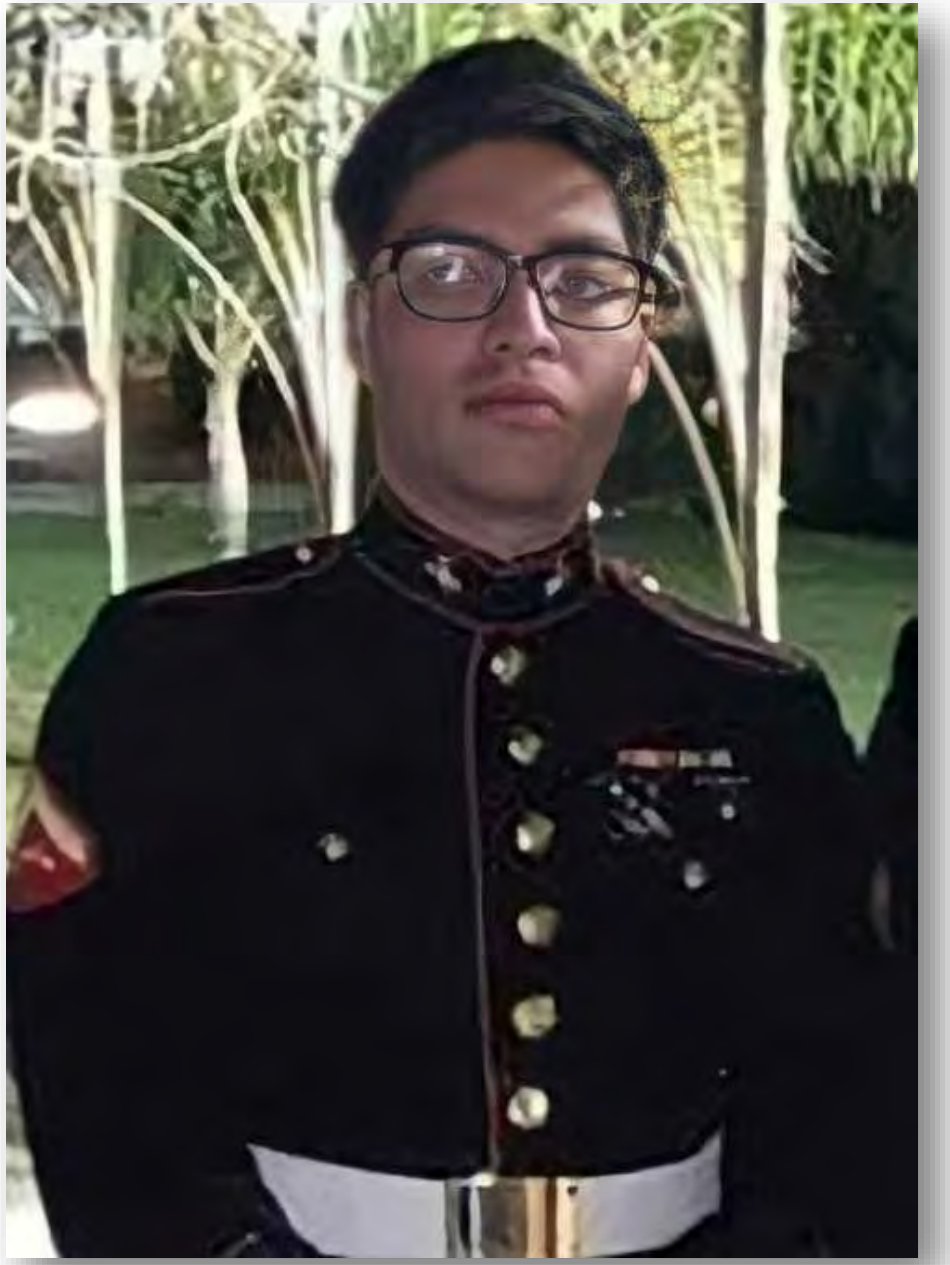
Sgt. Johanny Rosario Pichardo

Lawrence, Massachusetts

Marine Corps

Cpl. Humberto A. Sanchez

Logansport, Indiana



Marine Corps

Lance Cpl.
Jared M. Schmitz

St. Charles, Missouri

Navy Hospital

Corpsman
Maxton W. Soviak

Berlin Heights, Ohio

Marine Corps

Cpl. Daegan W. Page

Omaha, Nebraska

Attachment
“C”
Waste Management Presentation

WASTE MANAGEMENT

Clay County Update

May 24, 2022

Summary of Events

- Labor shortage became prevalent in spring of 2021 following state and federal government's enhanced unemployment and COVID related stimulus offerings
- WM increased wages over 21% in a 6 month period in early 2021 in an efforts to combat this and began to offer at $10K new hire bonus to all new drivers, spending $54K/month
- WM struggled to maintain services levels for Clay County throughout the summer
- WM mobilized outside help and employed 3rd party companies to collect yard waste, spending over $1.1M attempting to catch up
- WM presented options to Clay County in July and the county voted to suspend curbside recycling and move to a citizens drop off model effective 8/16/21 at which time we were 10 drivers short.
    - This allowed WM to catch up on yardwaste collections withing two week and we have kept on scheduled with all garbage and yardwaste services since
    - WM and Clay county agreed to reduce the monthly bill by $128K/month reduction
        - This is now $133K/month reduction due to CPI increase effective January 2022
    - WM also agreed to perform all rolloff hauls for the citizen drop-off center for no charge
        - We are averaging 154 hauls/month at a cost of $32K/month
- WM has increased wages another 15.5% effective Feb 2022 in an effort to combat the rising inflation, costing $45K/month
- WM Increased wages another 20% effective April 2022 to further the efforts to recruit and offset the continued rising inflation.
    - Current starting Pay is $24/hour. At 65 hours/week that is $97K/year
    - 1 year ago, starting pay was $16/hour. At 65 hours/week that was $64K/year
- WM remains on scheduled with all garbage and yardwaste collections weekly as well as all citizen dropoff sites

WASTE MANAGEMENT

Staffing Data

- Needed 40 Residential Drivers in August 2021
- When we suspended Recycling we had 30
- In January 2022 we added 2 garbage routes (to accommodate growth) taking our need to 42
- Currently we have 29 Residential Drivers that are fully trained
- Currently we have 6 drivers in training
  - Last week we offered 5 drivers, 1 withdrew, 1 no showed on first day
  - Last week we terminated 1 driver for safety and 1 new hire quit after 3 days of training
  - Since August WM has hired 21 and lost 17
  - Even at $24/hour we continue to see low applicant flow of CDL drivers applying in Clay County, due to physical nature of the work and low population of CDL holders in and around Clay county

WASTE MANAGEMENT

Options Moving Forward

1. **Maintain the course of citizens drop-off centers while we continue to hire**

   Requires 42 Drivers and 42 Helpers

   - WM is currently not charging the county $133K/month, nor charging for the hauls from the citizen drop-off centers

2. **Move to a citizens drop-off model for the remainder of the contract**

   WM has the drivers Currently

   - WM would add 2 more citizens drop-off centers for additional convenience (1 has already been added and the other would be WE Varnes Park)
   - WM is willing to offer an additional $35K/month to the current $133K credit

3A. Move to Every Other Week Recycle

Requires 39 Drivers & 39 Helpers

- Full re-route would be required to rebalance garbage, set new zones/days for recycle and yardwaste.
- Annual calendar would be needed for EOW schedule communication
- This would be confusing for the residents: one day for garbage, another for yardwaste and a different day Every Other Week for Recycling
- This would require significant new service limits of 2 bins only
  - Enforcement would be difficult
  - Will cause resident confusion/frustration
  - Dropoff Centers would be removed
- WM would still need to hire and retain 4 more drivers and 8 more helpers to implement
- WM would reinstitute the full rate (+$133K/month) and offer a -$17,500/month rate reduction given the lesser recycling curbside service

WASTE MANAGEMENT

Service Options Chart

		OPTION 1	OPTION 2	OPTION 3A
SERVICE LEVELS				
	Garbage	Weekly All Rear Load	Weekly All Rear Load	Weekly All Rear Load
	Yard Waste	Weekly All Rear Load	Weekly All Rear Load	Weekly All Rear Load
	Recycle	Drop Off Untill Staffed	Drop Off Untill End of Contract	EOW All Rear Load (Bins)
	Citizen Drop Off	6 Sites	7 Sites	None
SERVICE LIMITS				
	Garbage	Current Contract Limitations	Current Contract Limitations	Current Contract Limitations
	Yard Waste	Current Contract Limitations	Current Contract Limitations	Current Contract Limitations
	Recycle	None	None	2 Bin Limit
	Citizen Drop Off	Recycle	Recycle	None
			*WE Varnes Park	
PERSONNEL NEEDS (TOTAL)				
	DRIVERS	42	31	39
	HELPERS	42	31	39
RATES				
	Monthly Total	**$ 721,700**	**$ 686,700**	**$ 837,900**
	Full Service Total	**$ 855,400**		

WASTE MANAGEMENT

Questions & Discussion

WM WASTE MANAGEMENT

Attachment
“D”
Solid Waste Brief

Solid Waste Brief

May 24, 2022

AGENDA

1. Disposal Allowance & Tipping Fees
2. In-House Collection Cost
3. Staff Recommendations
4. Future Financial Discussions

1. Residential Disposal & Tipping Fees

- Free Disposal for Residents at Rosemary Hill
  - Amend Ordinance to 500 lbs./month (from 500 lbs./week)

- Disposal Assessment
  - Current Rate $72.00/year

- Adjust Tipping Fees at Rosemary Hill (to 2015 Rates)

Landfill Tipping Fees	Current Tipping Fee	Disposal Rate As of Oct. 1, 2022	New Tipping Fee
Class I - Franchise	$ 40.00	*$ 38.71*	$ 47.00
Class I - Non-Franchise*	$ 50.00		$ 57.00
C&D - Franchise	$ 30.00	*$ 31.54*	$ 37.00
C&D - Non Franchise*	$ 40.00		$ 47.00
Yard Waste - Franchise	$ 30.00	*$ 23.83*	$ 37.00
Yard Waste - Non-Franchise*	$ 40.00		$ 47.00
Tires, Passenger	$ 210.00	*$ 190.00*	$ 240.00
**rate paid by residents after the 500 pounds free*			

2. In-House Curbside Collection Services

- Cost to provide collection with County equipment and County staff

	Garbage	Recycling	Yard Waste
Type	ASL	ASL	Rel
# Trucks	24	13	10
Cost Trucks	$12M	$6.5M	$5M
# Drivers / Helpers	22	11	18
Cost Drivers year 1	$2.3M	$1.05M	$1.7M
Containers	$6.5M	$6.5M	$0
Annual Subtotal by Line of Business	$20.8M	$14.05M	$6.7M
Grand total (year 1)			**$41.55M**

Does not include Disposal (currently $9.24M/yr), Truck general operating expenses (fuel, oil, repairs), supervisory, mechanics or new building for truck shop. Also, 2021 Legislation requires municipalities to provide 3 years notice AND 18 months receipts for any hauler displaced by municipalities starting their own garbage service.

3. Staff Recommendations

- No change to current Disposal Assessment Rate
  - Re-evaluate after Transfer & Disposal Services bid award
- Change Free Disposal Allowance for Residents at Rosemary Hill
  - 500 lbs./month (3 tons/year) from 500 lbs./week (13 tons/year)
- Adjust Tipping Fees at Rosemary Hill Solid Waste Facility
- Solicit Request for Proposal for Collection Service Contractor

4. Future Financial Discussions

- Solid Waste Collection Fund
  - Recycling Options
  - Collection Assessment Rate Step Increase

- Solid Waste Disposal Fund
  - Solid Waste Facilities Capital Improvement Plan

Attachment

“E”

REZ-2022-04

BOARD OF COUNTY COMMISSIONERS

Z 22-04

Public Hearing

May 24, 2022

APPLICATION INFORMATION

Applicant:	Barry Beasley & Hae Chauncey
Request:	Zoning change of 2.07 acres from PS-1 to LA RF
Location:	Henley Rd. and Simmons Tr. (LAMPA)
Planning Dist.	Penney Farms/Asbury
Comm. Dist.	5 - Commissioner Burke

Planning Comm. Hearing: May 3, 2022 voted 6-0 to recommend approval.

BACKGROUND

Vacant parcel in the LAMPA.

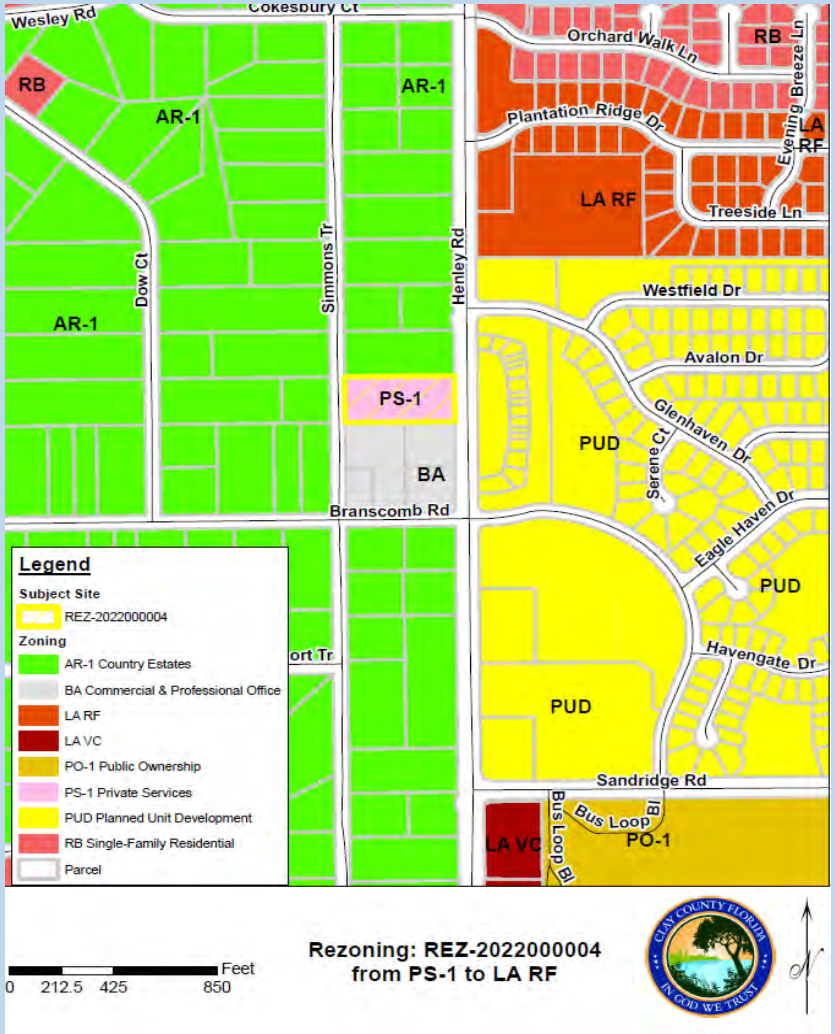
In 2015, the parcel was rezoned from AR-1 to PS-1 (Ordinance 2015-32).

Sec. 3-33B.A.1. of the LDC requires the County to rezone undeveloped properties in the LAMPA to the base zoning district for each land use.

The subject parcel is located in Lake Asbury Rural Fringe land use. The base zoning for the LA RF land use is LA RF.

The County adopted Ordinance 2021-48 in Nov. 2021 that placed a temporary moratorium on any proposed land use or zoning change which would increase the allowable residential density of any parcel within the LAMPA.

ZONING & AERIAL



FINDINGS and RECOMMENDATION

Under the existing PS-1 zoning, a residential unit would be allowed to house a member of the clergy on the subject parcel.

The requested change in zoning to LA RF would allow the parcel to be developed with single family residence, however, at a density of 1 to 3 units per acre.

The purpose of the rezoning is to allow for the development of a single family residence by the owner.

Staff has reviewed the application and determined that the request is compatible with the surrounding area and consistent with the future land use designation.

Planning Commission voted 6-0 to recommend approval of the proposed rezoning; provided an Agreement is executed which limits the development of the parcel to 1 single-family residential unit.

The CAC voted to recommend approval of this change at their May 12th meeting.

Staff recommends approval of application Z-22-04; provided that there is an executed Agreement which limits the development of the subject parcel to 1 (one) single family dwelling unit.

QUESTIONS

Attachment

“F”

LDC-2022-02

BOARD OF COUNTY COMMISSIONERS

Code Change LDC-22-02

2nd Public Hearing

May 24, 2022

APPLICATION INFORMATION

Applicant: Frank Miller, Gunster Law Firm

Request: Amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code to allow specified drive-thru uses in the Lake Asbury Village Center zoning district.

Planning Commission on May 3, 2022 voted 3-3 on a motion to recommend approval.

OVERVIEW

The Lake Asbury Village Center zoning district does not allow drive-thru uses.

The intent of the Lake Asbury Village Center zoning district was for commercial uses to be “in a compact, walkable form accessible by sidewalk”.

The applicant has requested an amendment to the Lake Asbury Village Center zoning district to allow drive-thru for delicatessens & sit down fast food, pharmacies, laundry and dry cleaning, and banks.

PROPOSED TEXT CHANGES

Permitted uses:

i. Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (~~without~~ with drive-thru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or carwash facilities; tobacco and related shops; private clubs; libraries and museums; retail outlets for the sale of food, toiletries, sundries, notions and drugs including pharmacies with drive-thru; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and dry cleaning (with drive-thru but pickup station only); telephone sales and repair; government/public offices; printing/copying/mailing outlets; books, magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (~~without~~ with drive~~-through~~ thru), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000 square feet.

RECOMMENDATION

The application is a request to amend the Land Development Code to allow specific drive-thru uses in the Lake Asbury Village Center zoning district.

Proposed change was presented to Lake Asbury CAC as informational item. There was general support for the proposed change.

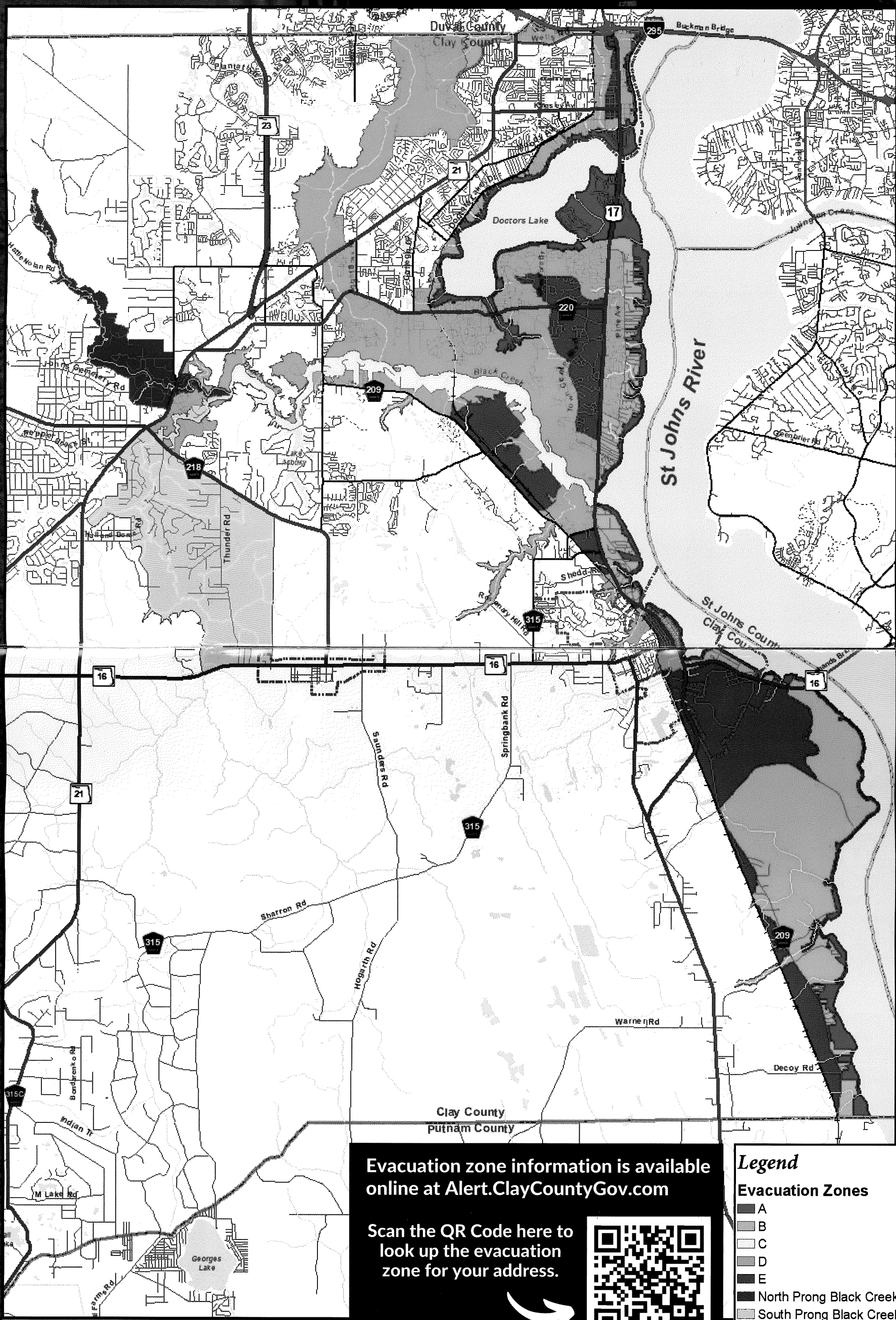
Staff has reviewed the proposed changes and recommends approval of the proposed changes as set forth above.

Planning Commission voted 3-3 on a motion to recommend approval of the proposed LDC change.

QUESTIONS

Attachment
“G”
Evacuation Zones

CLAY COUNTY EVACUATION ZONES



Evacuation zone information is available online at Alert.ClayCountyGov.com

Scan the QR Code here to look up the evacuation zone for your address.

Legend

Evacuation Zones

- A
- B
- C
- D
- E
- North Prong Black Creek
- South Prong Black Creek
- Evacuation Route
- Municipal Boundary

Administrative & Contractual Services
PO Box 1366
Green Cove Springs, FL 32043

Physical Address:
477 Houston Street
Admin. Bldg., 4th Floor
Green Cove Springs, FL 32043

Phone: 904-278-3766
904-278-3761
904-284-6388

Fax: 904-278-3728

County Manager
Howard Wanamaker

Commissioners:

Mike Cella
District 1

Wayne Bolla
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com

May 9, 2022

MEMORANDUM

TO: Howard Wannamaker,
County Manager

FROM: Karen Smith,
Purchasing Director

SUBJECT: Finance and Audit Committee agenda item for May 17, 2022.

First Renewal for RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. RFP provides purchase and installation of playground equipment and ballfield lighting as needed at parks county wide.

The percent discount remains the same for all distributors as received in their bid and they are allowed to add manufacturers with this renewal. The companies acknowledged their renewal with memos.

1. The following companies did not choose to renew: Custom Canopies, Playworx Playsets, Wausau Tile, and Robertson Industries.

2. Bliss Products and Services, Inc. added the following manufacturers: Cedar Forest Products, East Coast Mulch, and Madrax.

3. Greenfields Outdoor Fitness, Inc. added manufacturer Shade Systems, Inc.

4. Top Line Recreation, Inc. added the following manufacturers: Yalp Playgrounds, Percussion Play, and Dog On It Parks.

5. Rep Services, Inc. added manufacturer Hanover Specialties Poured in Place Surfacing – EPDM, Bondflex & Granuflex.

6. Swartz Associates, Inc. added the following manufacturers: Sports Play Equipment, Inc. and Ultra Site.

SHELTERS, SHADES & STRUCTURES

Distributor	Manufacturer	Shelters, Shades, Structures	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Alterations & More	Fabrics for shade structues, canopies, and pads	5%	Priced Per Job	N/A	Request Quote	N/A
	CemRock	Artificial Environments	5%	Priced Per Job	www.cemrock.com	Request Quote	On Website
	G & A Manufacturing Inc.	Ramps, Stars, Gangways, Docks, Railings	5%	Priced Per Job	www.gamanufacturing.com	Request Quote	On Website
	Newsome Fence	Fencing	5%	Priced Per Job	www.newsomfence.com	Request Quote	On Website
	Outback Shelters	Shade Structures	5%	35%	N/A	Yes	On Price Sheet
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	Priced Per Job	www.rcpshelters.com	Request Quote	On Website
	Shade America	Canopies	10%	Priced Per Job	Yes	Request Quote	In Catolog
	Spiral Court King	Spiral Stairs	5%	Priced Per Job	www.spiralstarsofamerica.com	Request Quote	On Website
	Structural Wood Systems	Structural Glued Laminated Timber	5%	Priced Per Job	www.structuralwood.com	Request Quote	On Website
	Superior Shade	Umbrellas, Canopies, Sails	5%	Priced Per Job	Yes	Yes	In Catolog
	Superior Shelters	Shelters, Gazebos, Shades	5%	Priced Per Job	Yes	Yes	In Catolog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Superior Recreation Shades	Domes, Umbrellas, Shades	5%	49%	Yes	Digital Copy	Digital Copy
	UltraShade	Shade Canopies	5%	49%	Yes	Digital Copy	Digital Copy
	Icon Shleters	Shade Shelters, Entry Ways,	5%	69%	Yes	Digital Copy	Digital Copy
	Superior Shelters	Shelters, Gazebos, Shades	5%	69%	Yes	Digital Copy	Digital Copy
	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos	5%	69%	Yes	Digital Copy	Digital Copy

	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Shades	Sails, Shades, Canopies	5%	30%	Yes	??	Yes
	SRP Shelters	Gazebos, Pavilions	5%	30%	Yes	??	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	USA Shade	Shades, Canopies	Tier	Priced Per Job	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	USA Shade	Shade Canopies	5%	180%	Yes	In Catalog	Yes
	Classic Recreation Systems, Inc	Shelters,	5%	75%	Yes	In Catalog	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
RCP Shelters, Inc (772) 288-3600 info@rcpshelters.com	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions,	15%	175%	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Shade Systems Inc	Installation of Shade Structures	N/A	100%	No	No	No
	Apollo Sunguard (Shade) Systems Inc	Installation of Shade Structures	N/A	110%	No	No	No
	RCP Shelters	Installation of Shade Structures	N/A	150%	No	No	No
	Poligon by Porter	Installation of Shade Structures	N/A	150%	No	No	No
	Ball Fabrics	Installation of Shade Structures	N/A	110%	No	No	No
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Shade Systems Inc	Shades, Sails	5%	125%	Yes	In Catalog	In Catolog

	Americana Building Products	Gazebos, Walkway Covers, Roofs	5%	100%	Yes	In Catalog	In Catolog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playspace Services (321) 775-0600 info@playspaceservices.com	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos Installation	5%	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Ultra Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Icon Shleters	Shade Shelters, Entry Ways, Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shelters	Gazebos, Pavilions Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Skyways Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	USA Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	Poligon/Parasol Shade	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Porter/Poligon Shelters	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	USA Shade	Shade Canopies	5%	N/A	Yes	No	No
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	N/A	No	No	No
	Coverworx Shelters	Pavilions, Gazebos, Shelters	5%	N/A	Yes	No	No
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Green Fields Outdoor fitness, Inc (888) 315-9037 sam@greenfieldsfitness.com	Shade Systems, Inc	Outdoor Shades, Canopies	n/a	N/A	No	No	Yes

SITE AMENITIES & FURNISHINGS							
Distributor	**Manufacturer**	**Site Amenities & Furnishings**	**Discount Allowed from MRSP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dero	Bike Racks	5%	Priced Per Job	Yes	Yes	In Catalog
	Doty & Sons Concrete	Concrete Containers, Benches, Tables	5%	Priced Per Job	www.dotyconcrete.com	Request Quote	On Website
	Forte	Plastic Fixtures, Trash Cans, ect	5%	Priced Per Job	www.forteproducts.com	Request Quote	Yes
	GT Grandstands	Bleachers	10%	Priced Per Job	Yes	Yes	On Website
	Jayhawk Plastics/FROG	Tables, Benches, Trash Cans	10%	Priced Per Job	Yes	Yes	In Catalog
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	Priced Per Job	www.kaypark.com	Request Quote	On Website
	Kings River Casting	Benches, Receptacles, Tables, Bike Racks	5%	Priced Per Job	www.kingsrivercasting.com	Request Quote	On Website
	Most Dependable Fountains	Fountains	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Murdock Fountains	Fountains	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Site	Benches, Receptacles, Tables,	5%	Priced Per Job	Yes	Yes	In Catalog
	Wausau International	Banches, Tables, Trash Cans, ect	5%	Priced Per Job	www.wausaumade.com	Request Quote	On Website
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	SRP Amenities	Tables, Benches, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digistal Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy

	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Park Catalog Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	No	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans	5%	30%	Yes	??	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	30%	Yes	??	Yes
	Ultra Site	Tables, Benches, Bike Racks, Trash Cans	5%	30%	Yes	??	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Wabash Valley	Tables, Benches, Trash Cans	Tier	Priced Per Job	www.wabashvalley.com	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Recycled Plastic Factory (941) 473-1618 cgoogins@recycledplasticfactory.com	Recycled Plastic Factory	Recycled benches, tables, lumber, Parking Curbs	25%	15%	N/A	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	MyTCoat	Tables, Benches, Bike Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Frog Furnishings	Tables Benches, Trash Cans, Kiosks	8%	35%	Yes	In Catalog	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	6%	35%	Yes	In Catalog	Yes
	SiteScapes Inc.	Tables, Benches, Trash Cans, Bike Racks	5%	35%	Yes	In Catalog	Yes

	Superior Site Amenities	Tables, Benches, Bike, Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Ultrasite	Benches, tables, trash cans	7%	35%	No	Catalog	Yes
	Vista Furnishings	Benches, Trash Cans, Bike Racks	6%	35%	Yes	In Catalog	Yes
Dominica Recreation Products (800) 432-0162 robd@gametime.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Ultrasite Furnishings	Benches, Bike Racks, Tables,	5%	30%	Yes	No	Yes
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Wabash Valley	Tables, Benches, Trash Cans	5%	32%	Yes	In Catalog	Yes
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Ultrasite	Site Furnishing Installation	N/A	45%	No	No	No
	Dumor Site Furnishings	Site Furnishing Installation	N/A	75%	No	No	No
	Wausau Tile, Inc	Site Furnishing Installation	N/A	100%	No	No	No
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Premier Polysteel	Benches, Tables, Trash Cans, Bike Racks	5%	45%	Yes	In Catalog	In Catalog
	Patterson-Williams	Benches, Tables,	5%	45%	Yes	In Catalog	In Catalog
	Frog Furnishings	Benches, Tables, Trash Cans,	5%	45%	Yes	In Catalog	In Catalog
	Dog on it Parks	Dog Park equipment	5%	42%	No	In Catalog	In Catalog
	MyTCoat	Benches Tables, Trash cans	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**

Playspace Services (321) 775-0600 info@playspaceservices.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Park Catalog/Highlands Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	N/A	N/A	Digital Copy	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Dumor Site Furnishings	Benches, Trash Cans, Bike Racks, Tables	2%	50%	Yes	Yes	Yes
	Anova Site Furnishings	Tables Benches, Trash Cans,	2%	50%	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Murdock Fountains	Water Fountains	5%	27%	Yes	No	No
	Wabash Valley	Tables, Benches, Trash Cans	5%	27%	Yes	In Catalog	In Catalog
	Recycle Design	Benches	5%	27%	Yes	No	No
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	5%	27%	Yes	No	Yes
	Madrax	Bike Lockers	5%	27%	www.madrax.com	No	No

PLAYGROUND EQUIPMENT & STRUCTURES

Distributor	Manufacturer	Playground Equipment & Structures	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Action Play	Boarders, Ramp Systems, Mats	5%	Priced Per Job	Yes	Yes	Varies Per Product
	Bark Park	Dog Park Products	8%	35%	Yes	Yes	On Price Sheet
	Big Toys	Interactive Playgrounds	5%	35%	Yes	Yes	On Price Sheet
	Dynamo Playgrounds	Innovative Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog
	Elephant Play	Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog
	Everlast Climbing	Climbing Walls, Jungle Gyms, ect	10%	35%	Yes	Request Quote	In Catalog
	Free Note- Harmony Park	Musical Play Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Jensen Swings	Playgournd Swings, Slides	5%	Priced Per Job	www.jensenswing.com	Yes	On Price Sheet
	Play & Park Structures	Playgrounds, Play Structures, Swings	10%	Priced Per Job	Yes	Yes	In Catalog
	Safety 1st Surfacing	Expand, Install, Renew, Relocate	5%	Priced Per Job	www.safetyfirstplayground.com	Request Quote	On Website
	Sportsplay	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Play	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Playcraft Systems	Playground Equip, Tables, Benches, Bike Racks	2%	37%	Yes	Digital Copy	Digital Copy
	Dynamo Playgrounds	Innovative Playgrounds	2%	37%	Yes	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	2%	37%	Yes	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	2%	60%	www.idsculpture.com	Digital Copy	Digital Copy
	Superior Recreation Playgrounds	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy

	Childforms	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	2%	37%	Yes	Digital Copy	Digital Copy
	Sportsplay	Playground Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Playgrounds	Playground, Fitness Equip	5%	30%	Yes	??	Yes
	Sportsplay	Playground Equipment,	5%	30%	Yes	In Catalog	Yes
	Free Note- Harmony Park	Musical Play Equipment	5%	30%	Yes	??	Yes
	Ultra Play	Playground Equip, Dog Parks	5%	30%	Yes	??	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Miracle/True North	Playground Equipment,	Tier System	30%	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Henderson Recreation	Playground Equipment,	6%	35%	Yes	In Catalog	Yes
	Action Play	Boarders, Ramp Systems, Mats	10%	35%	Yes	In Catalog	Yes
	Sportsplay Equipment, Inc	Playground Equip	6%	40%	No	In catalog	Yes
	Big Toys	Playgrounds, Musical, Benches	6%	35%	Yes	In Catalog	Yes

Dominica Recreation Products (800) 432-0162 robd@gametime.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	GameTime	Playground Equipment,	10%	30%	Yes	In Catalog	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Rosette Equipment Co. (904) 271-0561 JRose20@comcast.net	Kidstuff Playstystems	Playground Equpment	18%	20%	Yes	No	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playmore West, Inc (239) 791-2400 info@playmoreonline.com							
	Playworld	Playground Equpment	5%	32%	Yes	No	Yes
Dynamo Industries, Inc (613) 446-0030 ivan.hoffmann@dynamoplaygrounds.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Dynamo Playgrounds	Playgrounds,	10%	45%	Yes	Yes	Yes
	Dynamo Playgrounds	Ropes Course	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Custom Products	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Nature Play	5%	42%	Yes	Yes	Yes
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Landscape Structures Inc	Playground Installation	N/A	40%	No	No	No
	Playcore Branded Products	Playground Insallation	N/A	45%	No	No	No
	GameTime	Playground Installation	N/A	45%	No	No	No
	Playworld Systems Inc	Playground Installation	N/A	40%	No	No	No
	Henderson Recreation	Playground Installation	N/A	45%	No	No	No
	Miracle Recreation	Playground Installation	N/A	45%	No	No	No
	PlayPower/Little Tikes	Playground Installation	N/A	45%	No	No	No

Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Percussion Play	Playground Equip	5%	55%	No	In Catalog	In Catalog
	YALP Playgrounds	Playground Equipment,	5%	55%	No	In Catalog	In Catalog
	BCI Burke Company	Playground Equipment,	7%	34%	Yes	In Catalog	In Catalog
Rep Services, Inc (407) 831-9658 nathan@repservices.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Landscape Structures Inc	Playground Equip	2%	50%	Yes	Yes	Yes
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Miracle Recreation Equip	Playground Equip	8-20%	27%	Yes	Yes	Yes
	Action Play	Boarders, Ramp Systems, Mats	5%	25%	No	No	No
	Elephant Play	Playgrounds	5%	25%	No	No	No
	Ultra Play	Playground Equip, Dog Parks	5%	27%	No	No	No
	UPC Parks	Nature Play	5%	27%	Yes	No	No
Playspace Services (321) 775-0600 info@playspaceservices.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Playcraft Systems	Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Dynamo Playgrounds	Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	SRP R3	Recycled Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	N/A	60%	Digital Copy	Digital Copy	Digital Copy
	Childforms	Playground Sets,	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	N/A	37%	Digital Copy	Digital Copy	Digital Copy

SPLASH FEATURES, SKATE PARKS, OUTDOOR RECREATION							
Distributor	**Manufacturer**	**Splash Features, Skate Parks, Outdoor Rec**	**Discount Allowed from MRSP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Compac Filtration	Pads, Structures, Filtration	5%	Priced Per Job	Yes	Request Quote	Priced Per Job
	Spohn Ranch/True Ride	Skate Park	5%	Priced Per Job	www.spohnranch.com	Request Quote	On Website
	Madrax	Bike racks	5%	35%	No	Request Quote	On Website
	Waterworks International	Architectural Fountains, SplashPads	5%	Priced Per Job	www.waterworksinternational.com	Request Quote	On Website
	Zeager	Wood Carpet, Synthetic Turf,	5%	Priced Per Job	Yes	Request Quote	On Website
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Water Splash	Splash Parks	2%	75%	Yes	Digital Copy	Digital Copy
Playspace Services (321) 775-0600 info@playspaceservices.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Water Splash Installation	Splash Parks	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Rep Services, Inc (407) 831-9658 nathan@repservices.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Aquatix	Splash Pads, Water Playgrounds	2%	Included in price per SF	Yes	Yes	Yes

SURFACING							
Distributor	Manufacturer	Surfacing	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dura Play	Safety Surface Systems	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Fibar	Playground Safety Surfaces	10%	Priced Per Job	Yes	Request Quote	On Website
	First Coast Mulch	Mulch, Erosion Control	5%	Priced Per Job	www.firstcoastmulch.com	Request Quote	On Website
	Forestry Resources	Mulches, Sod, Fertilizer, Sod	5%	Priced Per Job	www.gomulch.com	Request Quote	On Website
	Innovative Mulching	Mulch	10%	35%	www.innovativemulching.com	Request Quote	On Website
	PlayGuard	Surfacing for Patios, Playgrounds, Play Spaces	5%	Priced Per Job	www.playguardsurfacing.com	Request Quote	On Website
	Playsafe Surfacing	Rubber Surface for playgrounds, play spaces	5%	Priced Per Job	Yes	Request Quote	On Website
	Premier Tennis Courts	Tennis Court Surfacing	5%	Priced Per Job	No Website	Request Quote	No Website
	Rubber Recycling/Playsafer	Recylced Rubber Mulch, Map	5%	Priced Per Job	Yes	Request Quote	On Website
	Sand Lock Sandbox	Sandboxes, Accessories, covers	5%	Priced Per Job	www.sandlock.com	Request Quote	On Website
	Shaw Industries	Carpet, Hardwood, Tile ect	5%	Priced Per Job	www.shawfloors.com	Request Quote	On Website
	Stewart Tennis Courts	Tennis, Bocce, Basketball, Shuffleboard Courts	Priced Per Job	Priced Per Job	www.stewarttennis.com	Request Quote	On Website

	Cedar Forest Products	Mulch	5%	72%	No	Request Quote	On Website
	East Coast Mulch	Mulch	5%	50%	No	Request Quote	On Website
	Tennis Unlimited	Tennis Court Sufacing	Priced per job	Priced Per Job	N/A	Request Quote	On Website
	X-Grass	Syntheitc Turf	5%	Priced Per Job	Yes	Request Quote	On Website
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Rubber Designs	Rubber Surface for playgrounds, play spaces	5%	5%	Yes	Digital Copy	Digital Copy
	Boiling Forest Mulch 4 You and Inovative	Mulch	5%	75%	No	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miracle Recreation/True North (407) 883-8463	No Fault	Rubber Surface for playgrounds, play	5%	Priced Per Job	Yes	Yes	Yes
	IMC-Nuplay	Rubber Mulch Nuggets	10%	Priced Per Job	www.imcoutdoorliving.com	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Cowart Mulch	Engineered Wood Mulch	10%	60%	Flyer	Attached to Flyer	Yes
	International Mulch Co	Recylced Rubber Mulch,	6%	50%	Flyer	Attached to Flyer	Yes
	USA Mulch	Natural Mulch	10%	60%	Flyer	Attached to Flyer	Yes`

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Playmore Surfacing	Wood, Rubber Mulch	5%	varies-see price list	Flyer	Included in Flyer	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playspace Services (321) 775-0600 info@playspaceservices.com	Boiling Forest Mulch 4 You and Inovative Mulch	Mulch Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Play Space Services	Surfacing Installation	N/A	Per Discount Catalog	Yes	Yes	Yes
	Rubber Designs	Rubber Surface for playgrounds, play spaces Installation	5% or per discount catalog	5%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Vitriturf	Cushioned Flooring	2%	Included in SF Price	Yes	Yes	Yes
	No Fault Sport Group	Loose Rubber Mulch	2%	50%	Yes	Yes	Yes
	Irvine Wood Recovery	Engineered Wood Mulch	2%	50%	Flyer	Yes	Yes
	Robertson Recreatonal Surfaces	Rubber Synthetic Turf	2%	Included in SF Price	Flyer	Yes	Yes
	No Fault Safety Surfacing	EPDM Bonded Rubber Mulch, Synthetic Turf	2%	Inculded in SF Price			
	Forever Lawn	Playground Grass	2%	Included in SF Price	Flyer	Yes	Yes

	Hanover Specialties	Surfacing	2%	Included in SF Price	no	no	yes
	Tot Turf Safety Surfacing	Surfacing	2%	Included in SF Price	no	no	yes
	Irvine Wood Recovery	Surfacing	2%	75%	no	no	yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Fibar	Wear Mats, Acces	5%	27%	Yes	No	Yes
	Foerverlawn	Sythetic Grass	5%	27%	www.foerverlawn.com	No	No
	No Fault	Playground and Athletic Surfaces	5%	N/A	Yes	No	No
	Artificle Play Turf	Turf	5%	N/A	No	No	No
	Manufacturer	**Product**	**Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Top Line Recreation Inc (386) 575-8359 info@toplinerec.com	Safety 1st	Rubber Surfacing	5%	N/A			
	Go Mulch	Playground Mulch	10%	N/A			
	Cowart Mulch	Playground Mulch	5%	N/A			
	Forever Lawn	Artificial Turf	5%	N/A			

SPORTS & FITNESS EQUIPMENT

Distributor	Manufacturer	Sports & Fitness Equipment	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Athletic Connection	Team Sports, Fitness, Facilties,	5%	Priced Per Job	Yes	In Catalog	In Catalog
	Burbank Netting	Safety Netting	5%	Priced Per Job	www.burbanksportnets.com	Yes	On Website
	Colorado Time Systems	Scoreboards	5%	Priced Per Job	Yes	Request Quote	On Website
	Electro-Mech	Scoreboards	10%	Priced Per Job	www.electro-mech.com	Yes	On Website
	Gared Sports	Team Sports, Fitness, Facilties,	10%	Priced Per Job	Yes	Yes	On Website
	GT Grandstands	Bleachers, Press Boxes, Benches	10%	Priced Per Job	Yes	Yes	On Website
	JayPro Sports	Team Sports, Fitness, Facilties,	5%	Priced Per Job	Yes	On Website	Varies Per Product
	Major Display Scoreboards	Scoreboards	5%	Priced Per Job	www.majordisplay.com	Yes	On Website
	National Recreation Systems	Bleachers, Benches	5%	35%	Yes	Yes	In Catalog
	Pro Mats	Netting, Padding, Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Sandee Sod, Inc	(Support Services)	Priced per job	Priced Per Job	N/A	Request Quote	No Website
	Sportsplay	Sports Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra-Action Fitness	Fitness Parks and Equiment	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Sportsplay	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Bison Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy

	JayPro Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	National Recreation Systems	Bleachers, Benches	6%	35%	Yes	In Catalog	Yes
	JayPro Sports	Team Sports, Fitness, Facilties,	6%	35%	Yes	In Catalog	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Rosette Equipment Co. (904) 271-0561 jrose20@comcast.net	Sportsplay	Sports Equip	13%	20%	No	No	??
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Greenfields Outdoor Fitness Inc (888) 315-9037 sam@greenfieldsfitness.com	Greenfields Outdoor Fitness	Outdoor Fitness Equipment	2%	Varies	Yes	Yes	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Nevco Sports, LLC (618) 664-0360 sales@nevco.com	Nevco Sports, LLC	Scoreboards	10% Minimum	Available upon Request	No	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Greenfields Outdoor Fitness	Fitness Equipment Installation	N/A	40%	No	No	No
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Musco Sports Lighting LLC (800) 825-6030 musco.contracts@musco.com	Musco Sports Lighting	Sports Lighting	Prices as listed	/	No	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Burke Fitness	Fitness Course	7%	34%	Yes	No	In Catalog
	Patterson-Williams Athletics	Sports Equip, Bleachers	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playspace Services (321) 775-0600 info@playspaceservices.com	Sportsplay	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy

	Bison Sports	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	JayPro Sports	Team Sports, Fitness, Facilties,	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Systems	Fitness Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Bison Sports	Sports Equip, Bleachers, Padding	5%	27%	Yes	No	Yes
	Douglas Sports	Sports Equipment	5%	27%	Yes	No	No
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
M. Gay Constructors, Inc.	M. Gay Constructors, Inc.	Sports Lighting	Prices as listed	N/A	No	Yes	Yes

Clay County
Sports Lighting Bid Sheet

Manufacturer:	Musco Sports Lighting, LLC
Address:	100 1st Ave West, PO Box 808
City, State, Zip Code:	Oskaloosa, IA 52577
Contact:	Amanda Hudnut
Phone:	800-825-6030
Fax:	641-672-1996
Email:	musco.contracts@musco.com
Federal ID#:	42-1511754

Terms- 25% of contract price required with order. Balance due Net 30 days upon delivery.

All prices include delivery within Clay County, FL to the job site and are for the lighting system materials only.

Section 1: Musco Sports Lighting Price List

A. Light-Structure System™ with Total Light Control – TLC for LED® & SportsCluster® System with Total Light Control – TLC for LED®

Light-Structure System™ with Total Light Control – TLC for LED®

The Light-Structure System™ with TLC for LED® includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package. Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ with Total Light Control – TLC for LED® to original design criteria for 25 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 25™" document.

SportsCluster® System with Total Light Control – TLC for LED®

SportsCluster® System with TLC for LED® includes electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles or concrete bases). Utilizes existing sports lighting poles that are compatible with Musco's lighting system. Installation is NOT included in the pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the SportsCluster® System with Total Light Control – TLC for LED® to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document. The Constant 10™ warranty is contingent upon a site inspection.

FOOTBALL							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
360' x 160'	50'	30 FC	$153,700	$106,100	50 FC	$234,100	$156,100
360' x 160'	70'	30 FC	$187,300	$118,400	50 FC	$266,700	$168,600
360' x 160'	100'	30 FC	$219,100	$118,700	50 FC	$319,500	$169,100
360' x 160'	120'	30 FC	$237,800	$130,700	50 FC	$331,800	$187,300

SOCCER

Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
330x200	30'	30 FC	$166,000	$90,600	50 FC	$211,800	$131,700
330x200	50'	30 FC	$166,000	$90,600	50 FC	$224,400	$143,800
360x210	30'	30 FC	$166,000	$90,600	50 FC	$224,400	$143,800
360x210	50'	30 FC	$177,700	$106,100	50 FC	$257,100	$164,500
360x225	30'	30 FC	$178,600	$106,100	50 FC	$237,000	$155,800
360x225	50'	30 FC	$179,500	$106,100	50 FC	$271,500	$170,200

BASEBALL / SOFTBALL

Field Type	Field Size	Average Maintained Light Level (Inf/Out)	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level (Inf/Out)	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
60' Base Path	200'	30/20	$107,400	$70,300	50/30	$119,200	$78,800
60' Base Path	225'	30/20	$122,100	$80,500	50/30	$134,000	$92,100
60' Base Path	250'	30/20	$127,200	$80,500	50/30	$149,900	$103,000
60' Base Path	300'	30/20	$173,300	$119,800	50/30	$205,500	$134,300
60' Base Path	320'	30/20	$177,800	$124,300	50/30	$226,800	$146,300
90' Base Path	300'	50/30	$235,900	$147,400	70/50	$325,300	$208,500
90' Base Path	325'	50/30	$259,600	$159,500	70/50	$352,300	$228,400
90' Base Path	350'	50/30	$273,100	$172,500	70/50	$403,800	$252,600
90' Base Path	320/360/320	50/30	$261,200	$160,800	70/50	$413,600	$255,300
90' Base Path	330/400/330	50/30	$366,200	$212,600	70/50	$464,600	$281,000

TENNIS

# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	$69,500	$49,400
3	50 FC	$81,500	$52,600
4	50 FC	$81,500	$52,600
6	50 FC	$162,400	$102,300

BASKETBALL - OUTDOOR

# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	$61,100	$44,300

BASKETBALL - INDOOR - 10 year parts and labor warranty		
# Courts	Light Level	Price for LED Material
1 – 94 x 50	80 FC	$25,500

PARKING LOT - 10 year parts and labor warranty			
Parking Lot Area	Light Level	Price for LED Material	Price per Square foot (to be used for alternate size areas)
320' x 200'	1 FC	$28,600	$0.45/sq ft

1. **This pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixtures combinations are available and may add additional cost.**

2. **Sales tax, labor and unloading of the equipment is not included as part of the materials only pricing.**

3. **Pricing is based on shipment of entire project together to one location. Delivery time of order, submittal approval, and confirmation of order details include voltage and phase and pole location is approximately 4-6 weeks standard shipping.**

4. **This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.**

B. Light-Structure System™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology will be reduced by 15% on all field pricing packages on the bid form. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

Example: 360' x 160' Football @ 30FC (50' SETBACK)

$153,700 X 15% = $23,055

$153,700 - $23,055

Metal Halide Technology Pricing = $130,645

Includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles with SportsCluster®). Installation is NOT included in pricing for the items listed in Section 1

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document.

C. Other Applications

	Cost	
Additional lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations	$3,500	per fixture
Control-Link Retrofit Unit (material only)	$8,500	per unit
Control-Link Unit - Multiple Services (material only)	$6,700	per unit
Osprey Nest Platforms	$3,000	each
TLC-RGBW Fixture	$4,500	per fixture
LED Security Fixture (mount on Musco pole)	$1,850	per fixture
LED Pathway Lighting (8' pole with LED fixture)	$2,300	per pole
LED Area Lighting (15' pole with LED fixture)	$2,250	per pole
LED Roadway Lighting (30' pole with LED fixture)	$2,550	per pole
LED Bollard Lighting (42" pole with LED fixture)	$800	per pole

Section II: Adders

A. The above pricing is based upon 2017 FBC 130 mph. For each 10 mph increase in wind zone, the equipment price will increase by 10%.

B. Florida Building Code, 2017 edition with supplement for public schools will add up to 20% to the price of the job plus any applicable wind zone increase adder.

C. Broward County and Miami-Dade County for HVHZ wind zone will add up to 30% to the price of the job plus any applicable wind zone increase adder.

D. Control-Link® Entertainment package will increase the equipment price by 5%.

E. Control-Link® Entertainment+ package will increase the equipment price by 12%. Musco is not responsible for obtaining or any cost associated with music licenses.

Section III: Labor Costs

A. Pole Installation **(price per pole)**

Pole Height	LS 2017 FBC 130 mph Price
40'	**$4,150**
50'	**$4,300**
60'	**$4,600**
70'	**$5,300**
80'	**$6,450**
90'	**$9,500**
100'	**$11,550**
110'	**$17,550**

B. Sub-Standard Soil Conditions – The above installation price is based upon 130 mph wind zone installed in standard class 5 soils. If sub-standard soil conditions exist, it is understood that there may be additional costs associated with a sub-standard soil installation and owner agrees to accept the additional costs In addition, because wind zones sometimes impact pole size, there maybe a 10% increase in the cost of installation for each 10 mph increase in wind zone.

C.	Removal of Existing Concrete Poles	**$4,600 per pole**
D.	Removal of Existing Wooden Poles	**$1,750 per pole**
E.	Straighten Concrete Pole	**$5,000 per pole**
F.	Patching Concrete Poles	**$4,000 per pole**
G.	Installation of Fixtures on Existing Poles	**$6,000 per pole**
H.	Installation of Control Link Retrofit	**$2,100 per unit**
I.	Retrofit existing Gymnasium with LED	**$750 per fixture**
J.	Site Inspection – Evaluation of existing lighting system	**$2,500 per project**

Section IV: Electrical Costs

A. Service Options

Option A – 200 Amp Service (Section IV. A. 1)	**$12,650 each**
Option B – 400 Amp Service (Section IV, A. 1)	**$21,300 each**
Option C – 600 Amp Service (Section IV, A. 1)	**$25,900 each**
Option D – 800 Amp Service (Section IV, A. 1)	**$28,750 each**

B. Conduit, Pull Boxes and Conductors

1. Wiring from Panel to Contactors

a. Connect wiring from one 3 pole, 30 amp breaker to one 3 pole, 30 amp contactor using 3-#6 conductors, max distance of 10 feet	**$100 each**
b. Connect wiring from one 3 pole, 60 amp breaker to one 3 pole, 60 amp contactor using 3-#4 conductors, max distance of 10 feet	**$110 each**

2. Wiring from Contactors to Poles

a. 2" PVC with (4) #1 THWN conductors	**$30 per foot**
b. 2 ½" PVC with (4) 3/0	**$40 per foot**
c. 4" PVC with (4) 500mcm	**$75 per foot**
d. (2) 4" PVC with (4) 300mcm	**$98 per foot**

3. Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

a	10	$5,400	**$5.75 per foot**
b	8	$5,980	**$8.65 per foot**
c	6	$6,210	**$11.50 per foot**

4. Pull Boxes

a. Brooks 38T pull box with 8" x 8" x 6" PVC box Inside	**$600 each**
b. Connect 4-#1 conductors from pull box to sports lighting pole, maximum distance of 10 feet	**$150 each**

C. Installation of Contactor Cabinets

a. 48" Cabinet	**$5,750 each**
b. 72" Cabinet	**$8,650 each**

D. Lightning Protection

1. Surge Arrestor – protection at remote electrical enclosure	**$1,200 each**
2. Surge Arrestor – protection on line side of panel	**$9,900 each**

E. Pole Grounding

1. Provide and install ground rods for poles 70' and below	**$900 per pole**
2. Provide and install ground rods for poles 80' and above	**$1,450 per pole**

Section V: Engineered Plans

A.	Electrical Engineering Drawings, sealed by P.E.	
	1. Adder for 200 amp service	**$6,600 each**
	2. Adder for 400 amp service	**$9,950 each**
	3. Adder for 600 amp service	**$15,900 each**
	4. Adder for 800 amp service	**$26,450 each**
B.	Structural Engineering Drawings, sealed by P.E.	
	1. Foundation and pole plans based on assumed soils	**$1,350 per project**
	2. Foundation and pole plans based on geotech report	**$3,300 per project**
C.	Geotech report	**$9,950 per project**
D.	Bonding (over $200,000)	**$2,000 per $100,000**
E.	Site survey	**$3,300 per project**
F.	Project management	**$6,000 per project**

Section VI: Yearly Adjustments

A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits and does not exceed the prices bid when applied to a project application under the current contract provisions.

B. During the term of this contract, new products with improved technology may become available. Musco reserves the right whether or not to offer new products to the owner based upon the application, and it is at the owner's discretion whether or not to accept the associated, increased costs of the new, improved technology.

C. During the term of this contract if the State of Florida Building Code and/or wind speeds change. Musco reserves the right to adjust pricing accordingly.

M. GAY CONSTRUCTORS, INC.
BID FORM
ATTACHMENT OF UNIT PRICEES
CLAY COUNTY FLORIDA

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS
AND PLAYGROUND

November 11, 2020 Request to RFP NO. 18/19-2

M. Gay Constructors, Inc. is properly licensed in accordance with Florida Statute 471.003 to perform design build projects. Our Florida Licenses are CGC1512259 and EC0001098.

1. **Install Owner Furnished Sports Lighting Poles and Fixtures**
   Our price includes unloading, assembling, and installing the metal or concrete poles with standard foundations. Metal poles are installed on the concrete stud foundation supplied by Musco. Price does not include any special foundations such as, suspended bases, rebar or any hole diameter larger than 36" in diameter. No electrical field wiring or ground rods are included.

Install:

Mount Heights	Metal	Concrete
40' (10' Maximum inbed)	$3,500.00	$5,600.00
50' (10' Maximum inbed)	$3,600.00	$5,700.00
60' (10' Maximum inbed)	$3,700.00	$5,800.00
70' (10' Maximum inbed) 1 to 13 Fixtures	$3,800.00	$5,900.00
70' (15' Maximum inbed) 14 to 27 Fixtures	$3,900.00	$6,900.00
80' (15' Maximum inbed) 1 to 19 Fixtures	$4,900.00	$8,900.00
80' (15' Maximum inbed) 20 to 33 Fixtures	$5,000.00	$9,000.00
90' (15' Maximum inbed) 1 to 12 Fixtures	$6,500.00	$15,000.00
90' (15' Maximum inbed) 13 to 40 Fixtures	$7,000.00	$16,000.00
100' (20 Maximum inbed) 1 to 15 Fixtures	$12,000.00	$17,000.00
110'	$19,000.00	$24,000.00
120'	$27,000.00	$28,000.00

2. **Install owner furnished fixtures on existing poles and wire to box bottom of of the pole.** $990.00 per fixture

3. **Osprey Platform to be installed on new pole or existing pole. (New pole not included in price)**

New Pole	$3,000.00 each
Exiting Pole	$4,500.00 each

4. Field Electrical Wiring

Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

Circuit Size	Single Phase	Per Ft	Three Phase	Per ft Price
#12	$5,200.00	$2.84	$4,150.00	$3.56
#10	$4,025.00	$3.04	$4,175.00	$3.71
#8	$4,400.00	$4.52	$4,600.00	$5.65
#6	$4,600.00	$6.20	$4,800.00	$7.74
#4	$5,000.00	$8.82	$5,200.00	$11.04
#3	$5,200.00	$10.72	$5,400.00	$13.40
#2	$6,200.00	$11.52	$6,400.00	$14.40
#1	$6,800.00	$16.33	$7,000.00	$20.40
#1/0	$7,800.00	$20.04	$8,000.00	$25.05
#2/0	$8,200.00	$24.13	$8,300.00	$30.16
#3/0	$9,400.00	$30.09	$9,700.00	$37.61
#4/0	$9,800.00	$36.30	$10,300.00	$45.38
#250 mcm	$11,500.00	$44.79	$11,800.00	$56.00
#350 mcm	$12,500.00	$60.37	$13,000.00	$75.57
#500 mcm	$21,000.00	$81.05	$27,000.00	$101.29

5. Service

Amps	Single Phase	Three Phase
100	$ 8,200.00	$ 9,400.00
150	$ 8,300.00	$ 9,500.00
200	$ 8,700.00	$ 9,800.00
250	$14,000.00	$15,000.00
400	$18,000.00	$19,000.00
600	$24,000.00	$25,000.00
800	$29,000.00	$30,000.00
1000	$33,000.00	$34,000.00
1200	$39,000.00	$40,000.00
1600		$45,000.00

Pricing is based upon the maximum Service Feeder length to be no more than 50' from the power source to the service.

6. Lighting Contactors Furnished and Installed

Contactor	Price
30 Amp	$ 1,500.00
60 Amp	$ 1,700.00
100 Amp	$ 2,200.00
200 Amp	$ 5,100.00
400 Amp	$14,000.00

7. Install Owner Furnished Lighting Contactors

Contactor	Price
30 Amp	$ 600.00
60 Amp	$ 900.00
100 Amp	$ 1,100.00
200 Amp	$ 1,700.00
400 Amp	$ 2,400.00

8. Provide Hourly Equipment and Labor

45' Bucket Truck		$ 110. 00 per hour
30 Ton Crane	8 hr minimum	$ 225.00 per hour
50 Ton Crane	8 hr minimum	$ 300.00 per hour
70 Ton Crane	8 hr minimum	$ 375.00 per hour
100 Ton Crane	8 hr minimum	$ 250.00 per hour
(Mob in $4,500.00 and Mob out $4,500.00)		
200 Ton Crane	8 hr minimum	$ 550.00 per hour
(Mob in $4,500.00 and Mob out $4,500.00)		
Auger Truck	4 hr minimum	$ 175.00 per hour
Production Digger	8 hr minimum	$ 650.00 per hour
(Max auger 60" and 25' depth)		
Flat Bed Truck	4 hr minimum	$ 150.00 per hour
Water Truck	4 hr minimum	$ 150.00 per hour
Backhoe		$2,200.00 per day
Trencher		$1,500.00 per day
Directional Boring	Up to 2"	$ 30.00 per foot
Directional Boring	2 ½" to 4"	$ 45.00 per foot
Directional Boring	4 ½" to 8"	$ 65.00 per foot
Electrician		$ 95.00 per hour
Foreman		$ 95.00 per hour
Rigger		$ 75.00 per hour
Helper		$ 65.00 per hour
High Lift		$9,500.00 per day
Tractor Trailer (Oversized loads)		$ 750.00 per hr. (plus permits)
Pick up Truck		$ 35.00 per hr.

9. Mark up on Material 20% Plus Tax

10. Per Diem rates outside of Clay County $ 650.00 per crew

11. Dumpster Fee $2,000.00 per dumpster

12. Pole Demolition

Wood Poles	$1,200.00 per pole
Concrete Poles	$3,500.00 per pole

Price includes taking the poles down.

Price does not include transporting, disposing or relocating poles. All fixtures to be removed per this pricing.

13. Fill Dirt	$1,200.00 per 18 yd load
14. Storage Container	$1,500.00 per month per container
15. Provide Water Meter	$2,800.00

16. Provide Electrical Engineering – 14% of the total cost of the project. Total cost includes all owner furnished material.

GENERAL NOTES

- All Projects outside Clay County are subject to a fuel surcharge 5% of the total cost of the project.
- Access to all pole locations to be provided by others.
- No repair of sod, sidewalk, concrete, asphalt, curbing, landscaping or utilities
- This pricing is based upon **NORMAL** drilling conditions. Any deviation from these conditions shall result in additional cost.
- No removal of dirt, debris or drilling spoils is included in this price.
- Pole locations shall be surveyed by others showing the location of grade
- Pole aiming points to be surveyed by others.
- A water source (such as a hydrant) shall be provided by others
- No permit or impact fees included
- A disposal area to place drilling spoils and drilling fluids is to be provided by others
- Pricing is based upon a one time mobilization for complete project. All additional mobilizations are to be priced accordingly.
- Pricing does not include and performance or payment bonds.
- Pricing does not include removal, disposal or remediation of hazardous waste
- We reserve the right to increase pricing on materials due to excessive market volatility

FINANCE AND AUDIT COMMITTEE
MEETING AGENDA
April 19, 2022
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston Street,
Green Cove Springs, FL 32043
1:00 PM

PUBLIC COMMENTS

BUSINESS

1. Agreement with Musco Sports Lighting, LCC RE: Sporting Lighting System to be Installed at Thunderbolt Park (J.Pierce)

   Approval of the Agreement with Musco Sports Lighting, LLC, for the installation of a lighting system at Thunderbolt Park, in the amount of $118,000.00. The project is to be completed within 15 weeks of the Notice to Proceed.

   Funding Source: CIP Fund / Non Capital Imprv Element / Multipurpose Field at FIAA / Infrastructure

2. Agreement with Bliss Products & Services, Inc., Sports Netting and Installation for Various Parks County Wide (J.Pierce)

   Approval of the Agreement with Bliss Products & Services, Inc, for the purchase and installation of sports netting at seven County Parks as described in Attachment A, in the amount of $334,261.45. The seven projects are to be completed by July 30, 2022.

   Funding Source: General Fund / Parks and Recreation Admin / M&E Non-Capitalized

3. Notice of Intent and Award of Bid No. 21/22-30, Mowing Services for Parks & Recreation and Approval of Accompanying Agreement (K. Smith)

   1) Approval to post notice of intent and Award Bid No. 21/22-30, Mowing Services for Parks and Recreation to Greenway Lawn and Landscape, LLC. at the price per cut per location listed with the proposal. Approval will be effective after the 72 hour period for protest has expired.

   2) Additional approval of accompanying agreement with Greenway Lawn and Landscape, LLC for the term of 24 months, for the prices per cut listed in the Attachment C Price Sheet.

Funding Source: General Fund / Parks and Recreation Admin / Temporary Labor - Billing, Collection, and Management

4. Fourth Amendment to Agreement #2019/2020-138 with EVOK Advertising & Design, Inc. (K.Morgan)

   Approval of Fourth Amendment to Agreement #2019/2020-138 with EVOK Advertising & Design, Inc. at an annual fee amount of $205,479.00. Evok serves as the County's Advertising Agency of Record for the Tourism Department. The term of this Amendment is for the period of June 9, 2022 and ends on June 8, 2023.

   Funding Sources: Tourist Development Fund / Tourism / Professional Services and Tourism Advertising/Marketing

5. Fifth Supplemental Agreement to Engineering Services CR220 Widening Project from West of Henley Road to East of Little Black Creek with Eisman & Russo 2016/2017-51 SA5 (R.Smith)

   Approval of Fifth Supplemental Agreement to Agreement 2016/2017-51, Professional Engineering Services CR220 Widening Project from West of Henley Road to East of Little Black Creek with Eisman & Russo in the amount of $86,274.93.

   Funding Source: CIP Fund / Capital Improvement Element / CR220-Henley Road to Knight Box / Infrastructure

6. SHIP Program - Approval of SHIP Program Annual Report Close out for FY 2018/2019, Interim years 2019/2020 and 2020/2021 and Certification (C.Stewart/T.Sumner)

   Approval of SHIP Program Annual Report Close out for FY 2018/2019, Interim years 2019/2020 and 2020/2021 and Certification.

7. Budget Resolutions for Grant Awards (M.Mosley)

   Approval of the following two (2) budget resolutions for grant awards:

   1) State Aid to Libraries Grant: $71,255 awarded by the Florida Department of State, Division of Library and Information Services (DLIS) used to reimburse a portion of local funds expended by Clay County during their second preceding fiscal year (October 1, 2019 – September 30, 2020) for the operation and maintenance of a library to provide free library services. Board approval to accept this award occurred on January 11, 2022.

   Funding Source: General Fund / All Grants Organization / State Aid to Libraries Grant FY21-22 / State Aid to Libraries Grant FY21-22 / State Aid to Libraries Revenue

2) 2021 USA Cycling Florida Sports Foundation Grant: $5,792.13 awarded by the Florida Sports Foundation to partially reimburse a Tourism Development Council (TDC) Grant for the support of the USA Cycling Road Amateur Nationals event.

Funding Source: Tourism Development Fund / All Grants Organization / 2021 USA Cycling Florida Sports Foundation Grant / 2021 USA Cycling Florida Sports Foundation Grant / State Grant Cultural/Recreational Revenue

COUNTY MANAGER

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator by mail at Post Office Box 1366, Green Cove Springs, FL 32043, or by telephone at number (904) 269-6347 no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice), or 1-800-955-8771 (TDD).

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 19 1:00 PM

TO: Finance & Audit Committee DATE:

FROM: Karen Smith Administrative
and Contractual Services

SUBJECT:
Approval of the Agreement with Musco Sports Lighting, LLC, for the installation of a lighting system at Thunderbolt Park, in the amount of $118,000.00. The project is to be completed within 15 weeks of the Notice to Proceed.

Funding Source: CIP Fund / Non Capital Imprv Element / Multipurpose Field at FIAA / Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
This Agreement is based on the County's award of RFP No. 18/19-2 Various Equipment and Amenities for Parks and Playgrounds. Musco will provide a turnkey project including equipment and installation to light the multipurpose field. This project is phase 2 will expand the lighting coverage area on the fields at Thunderbolt Park.

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
Yes

Funding Source: CIP Fund / Non Capital Imprv Element / Multipurpose Field at FIAA / Infrastructure
Account # FD3003-CC1232-PRJ100168-SC563000 Amount - $118,000.00

Sole Source (Yes\No): Advanced Payment

No (Yes\No):
No

Planning Requirements:
Public Hearing Required (Yes\No):
No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

Agreement

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Finance and Audit	Wanamaker, Howard	Approved	4/13/2022 - 5:17 PM	Item Pushed to Agenda

CLAY COUNTY AGREEMENT/CONTRACT NO. 2021/2022 – _____

AGREEMENT FOR INSTALLATION OF ADDITIONAL LIGHTING SYSTEM AT THUNDERBOLT PARK

This Agreement for Installation of Additional Lighting System at Thunderbolt Park ("Agreement") is made and entered into this ____ day of April, 2022 ("Effective Date") by and between Musco Sports Lighting, LLC, a Foreign Limited Liability Company ("Contractor"), and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County previously issued a Request for Proposal, RFP 18/19-2 ("RFP"), to establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks, playgrounds, and lighting services as requested by the County; and

WHEREAS, the County awarded the RFP to multiple companies, including the Contractor, to provide pricing on an as needed and project by project basis based on discount pricing in accordance with the RFP; and

WHEREAS, the parties previously entered into an agreement on June 22, 2021 for installation of a lighting system at Thunderbolt Park, Clay County Agreement/Contract No. 2020/2021-206, wherein the Contractor agreed to furnish and deliver all labor, materials, and equipment required to provide a turnkey installation of an LED lighting system at Thunderbolt Park located at 5700 Highway 17, Fleming Island, FL 32003 in accordance with the RFP discount pricing; and

WHEREAS, additional lighting is needed to expand the lighting coverage area on the fields at Thunderbolt Park; and

WHEREAS, the County solicited a quote from the Contractor to provide all labor, materials, and equipment to provide a turnkey installation of an LED lighting system at Thunderbolt Park in accordance with the discount pricing per the RFP; and

WHEREAS, the Contractor responded with a Proposal, attached hereto as **Attachment A** and incorporated herein by reference, to provide the labor, materials, equipment, and turnkey installation of the additional LED lighting system in accordance with the RFP discount pricing; and

WHEREAS, the Contractor is licensed and qualified to provide the services under this Agreement; and

WHEREAS, the parties hereby acknowledge and expressly agree that the RFP applies to this Agreement and is incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. Project and Scope of Work:

1.1. The Contractor shall furnish and deliver all labor, materials, and equipment required to provide a turnkey installation of an LED lighting system as described in **Attachment A** at Thunderbolt Park located at 5700 Highway 17, Fleming Island, FL 32003 (the "Project"). The scope of work to be performed and provided by the Contractor for the Project is set forth in **Attachment A**. The term "Work" as used herein means the scope of work to be provided, services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under this Agreement.

1.2. In providing the Work, the Contractor shall:

A. Be familiar with the Work, deadlines, requirements, and other conditions under which the Work is to be completed.
B. Coordinate work days, hours, and access to Thunderbolt Park with the Project Manager.
C. Install all equipment/systems per the manufacturer's instructions.
D. Provide fully operational equipment and/or systems that do not degrade or impede any other equipment and/or systems at Thunderbolt Park.
E. Obtain all required permissions, permits, and inspections as applicable.
F. Coordinate with the Project Manager all inspection(s). Complete any items on the punch list generated from the inspection(s).
G. Meet with the County Representative and/or the Project Manager as requested and as arranged by the parties to review the Work.
H. Conduct business in a manner that reflects favorably at all times on the Work and the goodwill and reputation of the County.

1.3. In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to perform all Work under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Work pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform the Work comply with the terms of this Agreement, have current licenses and permits required to perform the Work, and are fully qualified and capable to perform their assigned tasks. The Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Project.

1.4. The Contractor shall perform the Work using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").

1.5. In performance of the Work, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Work. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

1.6. For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Justin Pierce, Interim Director of Clay County Parks and Recreation.

2. Additional Work and Fees:

2.1. If the County identifies or the Contractor recommends any additional work, materials, or services to be provided by the Contractor that are not covered under the Agreement but are beneficial to the Project, such additional work, materials, or services, including scope, timing, and fees of any additional work or services must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

3. Term:

3.1. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Work. The Contractor agrees to timely perform all necessary Work in accordance with this Agreement. The date on which days will begin to be charged to the Project shall be the date the County issues an initial Notice to Proceed to the Contractor for the Project ("Notice to Proceed Date"). The Project shall be completed within 15 weeks of the Notice to Proceed Date. The Agreement shall be extended only upon subsequent written agreement of the parties.

4. Default and Termination:

4.1. Default by Contractor. If the Contractor fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of the Agreement; fails to perform or begin Work on time; fails to perform the Work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the Project; performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the Work, or fails to resume Work which has been discontinued within a reasonable time after notice to do so; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Work under the terms of this Agreement, the County

may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

4.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, expenses, and costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

4.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give thirty (30) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Work actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Work as is specifically authorized in writing by the County.

4.4. Unless directed differently in the Notice of Termination, the Contractor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated work and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

4.5. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Work performed.

4.6. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

5. Payment:

5.1. The County agrees to pay the Contractor for the Work performed in accordance with the terms of this Agreement. The total lump sum amount for completion of the Project is **$118,000.00** ("Contract Price"). The Contract Price includes the Work performed by the Contractor and any subcontractors, travel, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs and expenses associated with the Contractor's performance of the Work.

5.2. Payments are to be made by the County to the Contractor at stages of percent complete based on the Contract Price, upon presentation of an Invoice submitted to the County on a monthly basis in accordance with paragraph 6 for all Work actually, timely and satisfactorily rendered.

6. Payment Procedures:

6.1. As used herein, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under this Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments for Work rendered shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have 45 days as provided in the Act in which to make payment.

6.2. The Contractor shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Work done or completed. The amount of the monthly payment shall be the total value of the Work rendered for the Project to the date of the Invoice, based on the Contract Price, less requests previously submitted and payments made, and in no event shall payment exceed the Contract Price.

6.3. Invoices shall be signed by the Contractor and must include the following information and items:

A. The Contractor's name, address and phone number, including payment remittance address.

B. The Invoice number and date.

C. Reference to the Agreement by its title and number as designated by the County and Purchase Order number.

D. The period of the Work covered by the Invoice.

E. The total amount of payment requested, the total amount previously requested, and the total amount paid to date.

F. Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Work completion.

G. The Contractor must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested.

6.4. Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Work as delivered, installed, performed or to be performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Work within the scope of the Invoice has not been properly delivered, installed, performed or to be performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor in writing that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

6.5. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

6.6. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Work have received their pro rata share of previous periodic payments to the Contractor for all Work completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Work or supplying any of the materials with respect to the Work their pro rata shares of the payment for all Work completed and materials supplied. The term "subcontractor", as used herein, shall mean a person(s) or firm(s) that enters into a contract with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Work for which partial payment has been made by the County, and work done under equipment rental contracts.

6.7. Final Payment. Subsequent to completion of the Work and prior to final payment, final accounting of the total amount of all payments shall be provided by the Contractor in the form of a detailed cost report showing Invoice number and date of Invoice for all costs sorted by trade division cost code as is maintained by the Contractor in its accounting system. Utilizing the final accounting of costs and the Contractor's records as needed, the County shall, within a reasonable time, conduct a review of all costs presented. The amount of final payment is to be made subject to the County agreeing with the final accounting of cost and payment of Work of the Contractor. It is agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Work done or material furnished under this Agreement. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection. The County retains the right to recover damages for the recovery of defective or deficient Work not discovered by County at the time of final inspection. After final payment has been made by the County to the Contractor, if the County identifies an obligation under the Agreement that the Contractor has not performed, then the Contractor shall perform the obligation. The County shall reimburse the Contractor for the cost of performing the post final payment obligation only if: (i) the County has not previously reimbursed or otherwise paid the Contractor for performing that obligation, and (ii) the cost of reimbursing the Contractor is within the Contract Price. It is understood and agreed to by the parties that final payment is not due and payable and the County shall not be obligated to remit final payment under the Agreement until the following items have been submitted to and approved by the County in proper form and substance:

1) Final accounting addressed above;
2) Completion of any punch list generated from final inspection;
3) Final acceptance by the County of the Project;
4) Releases of Liens or equivalent proof of payments to subcontractors and suppliers;
5) Contractor's warranty and any warranties from third parties; and
6) Certificate of Final Payment.

6.8. The parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

7. <u>Change Orders</u>:

7.1. Change Orders shall only be used when necessary to clarify the Work; to provide for a change in the Work; to provide for an adjustment to the Contract Price; to provide for a time extension; to settle contract claims; and to make the Project functionally operational in accordance with the intent of the Agreement. Prior to requesting approval of a Change Order, the Contractor shall review the costs of any proposals and negotiate in good faith with any affected subcontractors in order to advise the County of the validity and reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the

County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County's executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Contractor 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.

7.2. Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County. Change Orders shall not be used for time extensions requested by the Contractor under circumstances or conditions attributable to the Contractor.

8. Taxes:

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

9. PUBLIC RECORDS:

9.1. The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

a. Keep and maintain public records required by the County to perform the Work required under the Agreement;
b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Work. If the Contractor transfers all public records to the County upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.2. The Contractor's failure to comply with the requirements of this paragraph shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

9.3. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

a. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
b. If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
c. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

10. Appropriated Funds:

10.1. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

11. Audit:

11.1 The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall

be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the County reserves the right to examine and/or audit such records.

12. Indemnification:

12.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

12.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Work and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

12.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

12.4. The provisions in this paragraph shall survive the termination or expiration of this Agreement.

13. Insurance:

13.1. The Contractor shall maintain throughout the term of this Agreement and completion of any Work and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	$1,000,000 General Aggregate $1,000,000 Products/Comp.Ops.Agg. $1,000,000 Personal/Advertising Injury $1,000,000 Each Occurrence $ 50,000 Damage to Rented Premises $ 5,000 Medical Expenses (any one person)
Automobile Liability	$1,000,000 Combined Single Limit with bodily

(all automobiles-owned, hired or non-owned)	injury/property damage, with minimum limits for all additional coverages
Workers Compensation	Statutory limits
Employers Liability	$100,000 Each Accident $500,000 Disease Policy $100,000 Disease-Each Employee

13.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Either prior to, or simultaneously with the execution of this Agreement, the Contractor must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation and employers liability, shall add **"Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear" as "Additional Insured."** The Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Services. Contractor shall provide thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

14. Subcontractors:

14.1. Subcontractors may be utilized by the Contractor for the Work. The Contractor shall provide the names of all subcontractors performing any Work associated with this Agreement to the Project Manager.

14.2. Any subcontractor utilized by the Contractor, shall be supervised and compensated by the Contractor. The Contractor will be responsible to the County for the satisfactory performance and timeliness of any Work provided by a subcontractor.

14.3. The Contractor shall be fully responsible to the County for the acts and omissions for its subcontractors and of persons directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons employed by it.

14.4. The Contractor shall cause appropriate provisions under this Agreement to be inserted in all subcontractor agreements relative to the Work giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.

14.5. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

15. Safeguards, Preservation of Property, and Failure to Restore Damaged Property:

15.1. The Contractor shall maintain a safe and secure worksite for the duration of the Work. The Contractor shall maintain all areas in a neat and presentable condition. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Work and secure all equipment, tools, and related materials.

15.2. The Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, and shrubbery along the line of the Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. The Contractor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of the County which is damaged by reason of the Contractor's Work on or around such property.

15.3. In case of failure on the part of the Contractor to restore and/or replace such property, or to make good such damage or injury, the County may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. Nothing in this provision shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County, provided that such property has not been damaged as a result from the performance of the Work or through fault of the Contractor, its employees or agents.

16. Authority to Suspend Work:

16.1. The County Representative and/or Project Manager shall have the authority to suspend the Work, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Work. Should the County be prevented or enjoined from proceeding with the Work either before or after the start of any Work by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Work will be extended to such reasonable time as the County Representative and/or Project Manager may determine and will be set forth in writing. In the event of any such suspension, the Contractor shall be paid for all Work actually and timely rendered up to the date of suspension and for all Work so rendered after cessation of the suspension and resumption of the Work. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. Warranties and Representations:

17.1. The Contractor represents that it is experienced, competent and qualified to perform the Work, services, duties, and obligations contemplated by this Agreement. The Contractor has and shall maintain at all times during the term of this Agreement sufficient expertise and other

resources to perform its Work, services, duties and obligations under this Agreement. The Contractor holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform its work, services, duties and obligations under this Agreement.

17.2. The Contractor binds itself to use such materials and to so construct, install, deliver, and perform the Work that the Work and improvements will be and remain in good repair and condition for a period of two (2) years after the date of completion and acceptance of all Work and improvements by the County, and agrees that it will repair or reconstruct said Work and improvements at its sole cost and expense necessitated within that time by any fault of materials, specifications, methods or processes employed in the construction or installation thereof, and the Contractor further agrees and binds itself that said improvements for such term shall be and remain in good serviceable condition, free from any defects that will impair its usefulness and should same, at any time within said period, in the judgment of the County, whose judgment shall be final and conclusive, become defective and be not in a good serviceable condition, free from any defects that will impair its usefulness by reason of any defective materials, workmanship, specifications, methods, or processes, then the County shall cause to be served upon the Contractor a notice in writing to repair such Work or portions thereof, or to reconstruct the same and put same in satisfactory and good condition, and the Contractor shall promptly comply therewith at its sole cost and expense.

17.3. Any warranty provided by the Contractor or for which the Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Agreement.

17.4. The County reserves the right should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor, by process of law, such sums as may be sufficient to make good the defects in the Work and materials.

18. Waste and Hazardous Material Disposal:

18.1. The Contractor shall make all arrangements necessary to accomplish off-site disposal of all debris, trash, or waste generated by the Work, including, but not limited to, any hazardous materials, all at no additional cost to the County, and in accordance with federal, state, and local laws and ordinances.

19. SCRUTINIZED COMPANIES CERTIFICATION:

19.1. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida

Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

20. Independent Contractor:

20.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

21. Public Entities Crimes:

21.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

21.2. By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this paragraph shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

21.3. In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

21.4. The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

22. No Assignment:

22.1. The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

23. No Third-Party Beneficiaries:

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

24. Amendment or Modification of Agreement:

24.1. The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents or Invoices forwarded by the Contractor to the County.

25. Further Assurances:

25.1. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Contractor further agrees to execute such documents as the County may reasonably require.

26. Remedies:

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

27. Governing Law and Venue:

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

28. Attorneys' Fees:

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

29. Waiver:

29.1. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

30. Severability:

30.1. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

31. Headings:

31.1. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

32. Counterparts:

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

33. Entire Agreement:

33.1. This Agreement represents the entire agreement between the parties for the provision of the Work. No understanding, statement, representation, writing, agreement, course of conduct, or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement, shall be valid.

34. Authority:

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

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

MUSCO SPORTS LIGHTING, LLC

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Wayne Bolla
Its Chairman

ATTEST:

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

ATTACHMENT A

Quote

Thunderbolt Multipurpose Field Phase 2
Date: January 4, 2022
To: Mr. Justin Pierce
Pricing Per Clay County Contract RFP#18/19-2
Project #171838

Quotation Price – Musco Equipment and Turnkey Installation

Musco's Light Structure TLC for LED lighting system as described below and delivered to the job site:
(See Contract Pricing Breakdown Below)

Thunderbolt Multipurpose Field (360' x 180')……$118,000

Equipment Description

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- (2) Pre-cast concrete bases
- (2) Galvanized steel poles
- Electrical component enclosures
- Pole length wire harness
- (14) Factory-aimed and assembled TLC LED luminaires
- Tie into Existing Musco Lighting Contactor Cabinet and Control Link

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light levels for 25 years (25 footcandles)
- Lighting Contactors sized for voltage and phase at jobsite

Field Description	Quantity	Pricing Per Clay	Extended Price
(Sect I) Football Field (360'x160') 50' setback 30 FC	1	$153,700	$153,700
(Sect 1) Other Applications – Additional Lighting	2	$3,500	$7,000
(Sect III) Labor Costs Pole Installation - 70'	2	$5,300	$10,600
(Sect IV) Electrical Costs B. Wiring from Contactors to Poles #10	2	$5,400	$10,800
Subtotal			$182,100
Deduct Design Parameters			$64,100
Total:			$118,000

Sales tax is not included as part of this quote.

Notes:

Quote is based on:

- Structural code and wind speed = FBC 2020, 130 MPH
- Includes permitting
- Bonding not included as part of the quotation
- Installation pricing per attached Scope of Work

Thank you for considering Musco for your sports lighting needs. Please contact me with any questions.

Danny Sheldon
North Florida Sales Representative
Musco Sports Lighting, LLC
Phone: 352-665-0578 Fax: 800/374-6402
E-mail: danny.sheldon@musco.com

Thunderbolt Park Multipurpose Phase 2
Clay County, FL
Turnkey Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc). Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any necessary power company fees and requirements.
6. Provide area on site for disposal of spoils from foundation excavation.
7. Provide area on site for dumpsters.
8. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide foundations, poles, electrical enclosures, luminaires, pole harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on 2500 psf soils.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.
6. Pay for permitting.

Musco Subcontractor Responsibilities

General:

1. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material, (including electrical components enclosures), as needed.
3. Provide necessary waste disposal and daily clean up.
4. Provide security to protect Musco products from theft, vandalism, or damage during the installation.
5. Obtain any required permitting.
6. Confirm the existing underground utilities and irrigation have been located and are clearly marked in order to avoid damage from construction equipment. Repair any such damage during construction.
7. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
8. Provide startup and aiming as required to provide complete and operating sports lighting system.
9. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install(2) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect (2) dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
2. Provide as-built drawings on completion of installation, **(if required)**.

Control System:

1. Provide labor, equipment, and materials to add (3) contactors and terminate all necessary wiring.
2. Check all zones to make sure they work in both auto and manual mode.
3. Commission Control-Link® by contacting Control Link Central™ at 877-347-3319.

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 19 1:00 PM

TO: Finance & Audit Committee DATE:

FROM: Karen Smith Administrative
and Contractual Services

SUBJECT:
Approval of the Agreement with Bliss Products & Services, Inc, for the purchase and installation of sports netting at seven County Parks as described in Attachment A, in the amount of $334,261.45. The seven projects are to be completed by July 30, 2022.

Funding Source: General Fund / Parks and Recreation Admin / M&E Non-Capitalized

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
This Agreement is based on the County's award of RFP No. 18/19-2 Various Equipment and Amenities for Parks and Playgrounds. The following parks are covered under this Agreement for purchase and installation of baseball netting: Omega Park, Water Odum Park, Tanglewood Park, Armstrong Park, Little Rain Lake Park, Carl Pugh Park, and Oakleaf Community Park.

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
Yes

Funding Source: General Fund / Parks and Recreation Admin / M&E Non-Capitalized
Account # FD1000-CC1188-564200 Amount - $334,261.45

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

Planning Requirements:
Public Hearing Required (Yes\No):
No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

Agreement

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Wanamaker, Howard	Approved	4/13/2022 - 5:18 PM	Item Pushed to Agenda

CLAY COUNTY AGREEMENT/CONTRACT NO. 2021/2022 – _____

AGREEMENT FOR INSTALLATION OF BASEBALL SAFETY NETTING AT VARIOUS PARKS IN CLAY COUNTY

This Agreement for Installation of Baseball Safety Netting at various Parks in Clay County ("Agreement") is made and entered into this ____ day of April, 2022 ("Effective Date") by and between Bliss Products and Services, Inc., a Florida Profit Corporation ("Contractor"), and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County previously issued a Request for Proposal, RFP 18/19-2 ("RFP"), to establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks, playgrounds, and lighting services as requested by the County; and

WHEREAS, the County awarded the RFP to multiple companies, including the Contractor, to provide pricing on an as needed and project by project basis based on discount pricing in accordance with the RFP; and

WHEREAS, the County solicited quotes from the Contractor to provide all labor, materials, and equipment to provide a turnkey installation of baseball netting at seven Parks in Clay County in accordance with the discount pricing per the RFP; and

WHEREAS, the Contractor responded with Quotes for each of the seven Parks, attached hereto as **Composite Attachment A** and incorporated herein by reference, to provide the labor, materials, equipment, and turnkey installation of the baseball netting in accordance with the RFP discount pricing; and

WHEREAS, the Contractor is licensed and qualified to provide the services under this Agreement; and

WHEREAS, the parties hereby acknowledge and expressly agree that the RFP applies to this Agreement and is incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. Project and Scope of Work:

1.1. The Contractor shall furnish and deliver all labor, materials, and equipment required to provide a turnkey installation of baseball netting at seven Parks located in Clay County as described in **Composite Attachment A** (the "Project"). The scope of work to be performed and provided by the Contractor for the Project is set forth in **Composite Attachment A**. The term "Work" as used herein means the scope of work to be provided, services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under this Agreement.

1.2. The Contractor shall perform the Work as described in **Composite Attachment A** at the following Parks:

1. Carl Pugh Community Park, 317 S. West Street, Green Cove Springs, FL 32043
2. Little Rain Lake Park, 6725 Little Rain Blvd., Keystone Heights, FL 32656
3. Omega Park, 4317 County Road 218, Middleburg, FL 32068
4. Paul C. Armstrong Community Park, 2445 County Road 220, Middleburg, FL 32068
5. Oakleaf Community Park, 3979 Plantation Oaks Blvd., Orange Park, FL 32065
6. Tanglewood Community Park, 1466 Gifford Avenue, Orange Park, FL 32065
7. Walter Odum Community Park, 450 Parkwood Drive, Orange Park, FL 32073

1.3. In providing the Work, the Contractor shall:

A. Be familiar with the Work, deadlines, requirements, and other conditions under which the Work is to be completed.
B. Coordinate work days, hours, and access to the Parks with the Project Manager along with delivery of the equipment/materials and installation.
C. Install all equipment/material per the manufacturer's instructions.
D. Obtain all required permissions and inspections as applicable.
E. Coordinate with the Project Manager all inspection(s). Complete any items on the punch list generated from the inspection(s).
F. Meet with the County Representative and/or the Project Manager as requested and as arranged by the parties to review the Work.
G. Conduct business in a manner that reflects favorably at all times on the Work and the goodwill and reputation of the County.

1.4. Within ten (10) days of the Effective Date of this Agreement, the Contractor shall provide to the Project Manager a schedule for the Work broken down by each Park showing production and installation timeframes ("Project Schedule"). Work may proceed at the various Parks on a concurrent or consecutive basis, or both. The Contractor agrees to use its best efforts to schedule the Work at various Parks so that it is performed simultaneously and/or in groups to timely complete the Project.

1.5. In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to perform all Work under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Work pursuant to the requirements of this Agreement. The Contractor shall ensure that the

personnel assigned to perform the Work comply with the terms of this Agreement, have current licenses and permits required to perform the Work, and are fully qualified and capable to perform their assigned tasks. The Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Project.

1.6. The Contractor shall perform the Work using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").

1.7. In performance of the Work, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Work. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

1.8. For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Justin Pierce, Interim Director of Clay County Parks and Recreation.

2. Additional Work and Fees:

2.1. If the County identifies or the Contractor recommends any additional work, materials, or services to be provided by the Contractor that are not covered under the Agreement but are beneficial to the Project, such additional work, materials, or services, including scope, timing, and fees of any additional work or services must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

3. Term:

3.1. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Work. The Contractor agrees to timely perform all necessary Work in accordance with this Agreement. The Contractor shall achieve Final Completion of the Project by July 30, 2022. The Agreement shall be extended only upon subsequent written agreement of the parties.

4. Default and Termination:

4.1. Default by Contractor. If the Contractor fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of the Agreement; fails to perform or begin Work on time; fails to perform the Work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the Project; performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the Work, or fails to resume Work which has been

discontinued within a reasonable time after notice to do so; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Work under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

4.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, expenses, and costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

4.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give thirty (30) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Work actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Work as is specifically authorized in writing by the County.

4.4. Unless directed differently in the Notice of Termination, the Contractor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated work and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

4.5. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Work performed.

4.6. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

5. Payment:

5.1. The County agrees to pay the Contractor for the Work performed in accordance with the terms of this Agreement. The total lump sum amount for completion of the Project is **$334,261.45** ("Contract Price"). The Contract Price includes the Work performed by the Contractor and any subcontractors, travel, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs and expenses associated with the Contractor's performance of the Work.

5.2. The Contract Price has been allocated by the Contractor into lump sum amounts for each Park based on the unit price descriptions as set forth in **Composite Attachment A**. Payments will be made by the County to the Contractor at stages of percent complete based on the amounts set forth in **Composite Attachment A**, upon presentation of an Invoice submitted to the County on a monthly basis in accordance with paragraph 6 for all Work actually, timely and satisfactorily rendered.

6. Payment Procedures:

6.1. As used herein, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under this Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments for Work rendered shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have 45 days as provided in the Act in which to make payment.

6.2. The Contractor shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Work done or completed. The amount of the monthly payment shall be the total value of the Work rendered for the Project to the date of the Invoice

based on the lump sum amounts in **Composite Attachment A**, less requests previously submitted and payments made.

6.3. Invoices shall be signed by the Contractor and must include the following information and items:

A. The Contractor's name, address and phone number, including payment remittance address.

B. The Invoice number and date.

C. Reference to the Agreement by its title and number as designated by the County and Purchase Order number.

D. The period of the Work covered by the Invoice.

E. The total amount of payment requested, the total amount previously requested, and the total amount paid to date broken down by each Park.

F. Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Work completion.

G. The Contractor must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested.

6.4. Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Work as delivered, installed, performed or to be performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Work within the scope of the Invoice has not been properly delivered, installed, performed or to be performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor in writing that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

6.5. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

6.6. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Work have received their pro rata share of previous periodic payments to the Contractor for all Work completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the

Work or supplying any of the materials with respect to the Work their pro rata shares of the payment for all Work completed and materials supplied. The term "subcontractor", as used herein, shall mean a person(s) or firm(s) that enters into a contract with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Work for which partial payment has been made by the County, and work done under equipment rental contracts.

6.7. Final Payment. Subsequent to completion of the Work and prior to final payment, final accounting of the total amount of all payments shall be provided by the Contractor in the form of a detailed cost report showing Invoice number and date of Invoice for all costs sorted by trade division cost code as is maintained by the Contractor in its accounting system. Utilizing the final accounting of costs and the Contractor's records as needed, the County shall, within a reasonable time, conduct a review of all costs presented. The amount of final payment is to be made subject to the County agreeing with the final accounting of cost and payment of Work of the Contractor. It is agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Work done or material furnished under this Agreement. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection. The County retains the right to recover damages for the recovery of defective or deficient Work not discovered by County at the time of final inspection. After final payment has been made by the County to the Contractor, if the County identifies an obligation under the Agreement that the Contractor has not performed, then the Contractor shall perform the obligation. The County shall reimburse the Contractor for the cost of performing the post final payment obligation only if: (i) the County has not previously reimbursed or otherwise paid the Contractor for performing that obligation, and (ii) the cost of reimbursing the Contractor is within the Contract Price. It is understood and agreed to by the parties that final payment is not due and payable and the County shall not be obligated to remit final payment under the Agreement until the following items have been submitted to and approved by the County in proper form and substance:

1) Final accounting addressed above;
2) Completion of any punch list generated from final inspection;
3) Final acceptance by the County of the Project;
4) Releases of Liens or equivalent proof of payments to subcontractors and suppliers;
5) Contractor's warranty and any warranties from third parties; and
6) Certificate of Final Payment.

6.8. The parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

7. Change Orders:

7.1. Change Orders shall only be used when necessary to clarify the Work; to provide for a change in the Work; to provide for an adjustment to the Contract Price; to provide for a time extension; to settle contract claims; and to make the Project functionally operational in accordance with the intent of the Agreement. Prior to requesting approval of a Change Order, the Contractor shall review the costs of any proposals and negotiate in good faith with any affected subcontractors in order to advise the County of the validity and reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County's executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Contractor 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.

7.2. Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County. Change Orders shall not be used for time extensions requested by the Contractor under circumstances or conditions attributable to the Contractor.

8. Taxes:

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

9. PUBLIC RECORDS:

9.1. The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

a. Keep and maintain public records required by the County to perform the Work required under the Agreement;
b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,

d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Work. If the Contractor transfers all public records to the County upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.2. The Contractor's failure to comply with the requirements of this paragraph shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

9.3. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

a. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

b. If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

c. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

10. Appropriated Funds:

10.1. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which

are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

11. Audit:

11.1 The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the County reserves the right to examine and/or audit such records.

12. Indemnification:

12.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

12.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Work and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

12.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

12.4. The provisions in this paragraph shall survive the termination or expiration of this Agreement.

13. Insurance:

13.1. The Contractor shall maintain throughout the term of this Agreement and completion of any Work and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	$1,000,000 General Aggregate $1,000,000 Products/Comp.Ops.Agg. $1,000,000 Personal/Advertising Injury $1,000,000 Each Occurrence $ 50,000 Damage to Rented Premises $ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits $100,000 Each Accident $500,000 Disease Policy $100,000 Disease-Each Employee

13.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Either prior to, or simultaneously with the execution of this Agreement, the Contractor must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation and employers liability, shall add **"Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear" as "Additional Insured."** The Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Services. Contractor shall provide thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

14. Subcontractors:

14.1. Subcontractors may be utilized by the Contractor for the Work. The Contractor shall provide the names of all subcontractors performing any Work associated with this Agreement to the Project Manager.

14.2. Any subcontractor utilized by the Contractor, shall be supervised and compensated by the Contractor. The Contractor will be responsible to the County for the satisfactory performance and timeliness of any Work provided by a subcontractor.

14.3. The Contractor shall be fully responsible to the County for the acts and omissions for its subcontractors and of persons directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons employed by it.

14.4. The Contractor shall cause appropriate provisions under this Agreement to be inserted in all subcontractor agreements relative to the Work giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.

14.5. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

15. Safeguards, Preservation of Property, and Failure to Restore Damaged Property:

15.1. The Contractor shall maintain a safe and secure worksite for the duration of the Work. The Contractor shall maintain all areas in a neat and presentable condition. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Work and secure all equipment, tools, and related materials.

15.2. The Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, and shrubbery along the line of the Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. The Contractor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of the County which is damaged by reason of the Contractor's Work on or around such property.

15.3. In case of failure on the part of the Contractor to restore and/or replace such property, or to make good such damage or injury, the County may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. Nothing in this provision shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County, provided that such property has not been damaged as a result from the performance of the Work or through fault of the Contractor, its employees or agents.

16. Authority to Suspend Work:

16.1. The County Representative and/or Project Manager shall have the authority to suspend the Work, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Work. Should the County be prevented or enjoined from proceeding with the Work either before or after the start of any Work by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Work will be extended to such reasonable time as the County Representative and/or Project Manager may determine and will be set forth in writing. In the event of any such suspension, the Contractor shall be paid for all Work actually and timely rendered up to the date of suspension and for all Work so rendered after cessation of the suspension and resumption of the Work. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or

otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. Warranties and Representations:

17.1. The Contractor represents that it is experienced, competent and qualified to perform the Work, services, duties, and obligations contemplated by this Agreement. The Contractor has and shall maintain at all times during the term of this Agreement sufficient expertise and other resources to perform its Work, services, duties and obligations under this Agreement. The Contractor holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform its work, services, duties and obligations under this Agreement.

17.2. The Contractor binds itself to use such materials and to so construct, install, deliver, and perform the Work that the Work and improvements will be and remain in good repair and condition for a period of two (2) years after the date of completion and acceptance of all Work and improvements by the County, and agrees that it will repair or reconstruct said Work and improvements at its sole cost and expense necessitated within that time by any fault of materials, specifications, methods or processes employed in the construction or installation thereof, and the Contractor further agrees and binds itself that said improvements for such term shall be and remain in good serviceable condition, free from any defects that will impair its usefulness and should same, at any time within said period, in the judgment of the County, whose judgment shall be final and conclusive, become defective and be not in a good serviceable condition, free from any defects that will impair its usefulness by reason of any defective materials, workmanship, specifications, methods, or processes, then the County shall cause to be served upon the Contractor a notice in writing to repair such Work or portions thereof, or to reconstruct the same and put same in satisfactory and good condition, and the Contractor shall promptly comply therewith at its sole cost and expense.

17.3. Any warranty provided by the Contractor or for which the Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Agreement.

17.4. The County reserves the right should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor, by process of law, such sums as may be sufficient to make good the defects in the Work and materials.

18. Waste and Hazardous Material Disposal:

18.1. The Contractor shall make all arrangements necessary to accomplish off-site disposal of all debris, trash, or waste generated by the Work, including, but not limited to, any hazardous materials, all at no additional cost to the County, and in accordance with federal, state, and local laws and ordinances.

19. SCRUTINIZED COMPANIES CERTIFICATION:

19.1. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

20. Independent Contractor:

20.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

21. Public Entities Crimes:

21.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

21.2. By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this paragraph shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

21.3. In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

21.4. The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

22. No Assignment:

22.1. The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

23. No Third-Party Beneficiaries:

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

24. Amendment or Modification of Agreement:

24.1. The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents or Invoices forwarded by the Contractor to the County.

25. Further Assurances:

25.1. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Contractor further agrees to execute such documents as the County may reasonably require.

26. Remedies:

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

27. Governing Law and Venue:

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

28. Attorneys' Fees:

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

29. Waiver:

29.1. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

30. Severability:

30.1. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

31. Headings:

31.1. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

32. Counterparts:

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

33. Entire Agreement:

33.1. This Agreement represents the entire agreement between the parties for the provision of the Work. No understanding, statement, representation, writing, agreement, course of conduct, or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement, shall be valid.

34. Authority:

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

[Signatures appear on the following page.]

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

BLISS PRODUCTS AND SERVICES, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Wayne Bolla
Its Chairman

ATTEST:

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

F:\Contract\Parks\Baseball Netting - various parks.doc

COMPOSITE ATTACHMENT A QUOTES FOR PARKS

Bliss Products and Services, Inc
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122
(800) 248-2547
(770) 920-1915 Fax

Quote # **44755**

Sales Rep: DeWitt Gibbs
dewitt@blissproducts.com
O: (800) 248-2547
F: (866) 920-1915
C: (904) 219-7760

CLAY CO BOARD OF COUNTY COMMISSIONERS

Date 4/6/2022

Project Carl Pugh Park - Baseball Netting

Bill To
CLAY CO BOARD OF COUNTY COMMISSIONERS
PO Box 988
invoices@clayclerk.com
Green Cove Springs, Florida 32043

Ship To
Carl Pugh Community Park
317 S. West Street
Green Cove Springs, Florida 32043

Contact
Justin Pierce
Interim Director of Clay County Parks and Recreation
Phone: (904) 284-6387

Approximate Ship Date

Ship Via
BEST WAY

Terms
Net 45

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BUR	Carl Pugh Park	All Netting to be 1-3/4" Square #24 Nylon, Black, BSF UV Treated Field One - Replacement of Cap Netting / 2 Barrier Panels Cap Dimensions: 33'H x 100'L 1st Base Panel: 13'H x 22'L 3rd Base Panel: 13'H x 22'L Field Two - Replacement of Cap Netting Cap Dimensions: 25'H x 85'L Field Three- No Netting- Tee Ball Field Fields Four- Cap Netting, First Base Barrier Netting to protect walkway, Right Field Barrier Netting Cap Dimensions: 25'H x 82'L First Base Barrier: 8'H x 12'L, 20'H x 71'L Right Field Barrier: 25'H x 70'L Field Five - Replacement of Cap Netting, Replacement of Left Field Barrier Netting, New Third Base Barrier Netting to protect walkway and field 4, wing barrier net pieces: Cap Dimensions: 30'H x 96'L 3rd Base Barrier: 20'H x 172'L Leftfield Barrier: 30'H x 132'L Wing Barrier Infill Pieces (2) 8'H x 20'L	20,163	$0.56	$11,291.28
BUR		Discount per Clay County Contract 18/19-2 Allowed discount of 5%	1	-$564.57	-$564.57
BUR		Turn-key Installation of Netting at Carl Pugh Park	1	$22,863.15	$22,863.15

	Sub Total	$33,589.86
	Freight	0.00
Taxable Subtotal	**Tax**	0.00
	Grand Total	$33,589.86

- **Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.**

- **Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.**

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over $500.

Complete Terms and Conditions can be found at https://blissproducts.com/terms-conditions/

Bliss Products and Services, Inc
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122
(800) 248-2547
(770) 920-1915 Fax

Quote # **44939**

Sales Rep: DeWitt Gibbs
dewitt@blissproducts.com
O: (800) 248-2547
F: (866) 920-1915
C: (904) 219-7760

CLAY CO BOARD OF COUNTY COMMISSIONERS

Date 4/6/2022

Project Little Rain Lake Park - Baseball Netting

Bill To
CLAY CO BOARD OF COUNTY COMMISSIONERS
PO Box 988
invoices@clayclerk.com
Green Cove Springs, Florida 32043

Ship To
Little Rain Lake Park
6725 Little Rain Lake Blvd.
Keystone Heights, Florida 32656

Contact
Justin Pierce
Interim Director of Clay County Parks and Recreation
Phone: (904) 284-6387

Approximate Ship Date

Ship Via
BEST WAY

Terms
Net 45

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BUR	Little Rain Lake Park	Netting for new cap net systems at 6 fields- excludes the 2 smaller fields as it is not required. Engineered design for 125mph-exposure C-category II Cap Netting to be 30' AGL, #24 Nylon BSF Double UV Paint Treated	18,000	$0.56	$10,080.00
BUR		Discount per Clay Co Contract 1819-2 Allowed discount of 5%	1	-$504.00	-$504.00
BUR	INSTALL	Installation of new cap net systems at 6 fields- excludes the 2 smaller fields as it is not required. Engineered design for 125mph-exposure C-category II Poles: (12) 10.75" Steel Poles, 30' AGL with 10' Embedment, backfilled with concrete The steel poles have a minimum yield strength of 65,000 psi (65 ksi). All pole plates and shapes conform to the requirements of ASTM A36 as well as ASTM A572. Painted with black protective coating. Includes all poles for netting, hardware, concrete, auger, crane, lift rentals, labor, and freight. Price is based on normal digging conditions and full accessibility for equipment and concrete trucks at each pole location. Excludes any fence removal, sod repair or curb or side walk repair that may be damaged by our equipment.	1	$106,830.00	$106,830.00

Sub Total $116,406.00

	Freight	0.00
Taxable Subtotal	**Tax**	0.00
	Grand Total	$116,406.00

- **Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.**
- **Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.**

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over $500.

Complete Terms and Conditions can be found at https://blissproducts.com/terms-conditions/

Bliss Products and Services, Inc
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122
(800) 248-2547
(770) 920-1915 Fax

Quote # **33351**

Sales Rep: DeWitt Gibbs
dewitt@blissproducts.com
O: (800) 248-2547
F: (866) 920-1915
C: (904) 219-7760

CLAY CO BOARD OF COUNTY COMMISSIONERS

Date 4/6/2022

Project Omega Park Baseball Netting

Bill To
CLAY CO BOARD OF COUNTY COMMISSIONERS
PO Box 988
invoices@clayclerk.com
Green Cove Springs, Florida 32043

Ship To
Omega Park
4317 County Road 218
Middleburg, Florida 32068

Contact
Justin Pierce
Interim Director of Clay County Parks and Recreation
Phone: (904) 284-6387

Approximate Ship Date

Ship Via
BEST WAY

Terms
Net 45

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BUR	Omega Park	All Netting to be 1-3/4" Square #24 Nylon, Black, BSF UV Treated Field 2 - 30'H x 95'L Field 3 - 33'H x 80'L Field 4 - 30'H x 75'L Field 1- 20'H x 48'L, 20'H x 46'L, 20'H x 28'L	10,180	$0.56	$5,700.80
BUR		All Netting to be 1-3/4" Square #24 Nylon, Black, BSF UV Treated Entrance Walkway Barrier Protective Netting Systems- Main park entrance from parking lot between Fields #2 and #3. Barrier protective netting beginning at the 16'H chain link backstop and extending approx 145' on field 3 and 120' on field 2. 11'H x 150'L 11'H x 125'L.	3,025	$0.56	$1,694.00
BUR		Discount per Clay Co Contract 1819-2 Allowed discount of 5%	1	-$369.74	-$369.74
BUR		Turnkey Installation of Backstop Cap Netting on Fields 2, 3, and 4 and Barrier Protective Netting on Field 1. Demo netting on Field 5, do not replace 9 - 4" OD Galvanized Poles, 15' above ground, backfilled and embedded with concrete. Installation includes hardware, freight, poles, concrete backfill, lift equipment, auger, netting, cabling, and labor. Includes core drilling concrete slab on field 3 at two locations (between dugout and tall backstop chain link fencing). Utility locate required at new pole locations**	1	$39,277.10	$39,277.10

	Sub Total	$46,302.16
	Freight	0.00
Taxable Subtotal	**Tax**	0.00
	Grand Total	$46,302.16

- **Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.**
- **Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.**

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over $500.

Complete Terms and Conditions can be found at https://blissproducts.com/terms-conditions/

Bliss Products and Services, Inc
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122
(800) 248-2547
(770) 920-1915 Fax

Quote # **44938**

Sales Rep: DeWitt Gibbs
dewitt@blissproducts.com
O: (800) 248-2547
F: (866) 920-1915
C: (904) 219-7760

CLAY CO BOARD OF COUNTY COMMISSIONERS

Date 4/6/2022

Project Paul C. Armstrong Park - Baseball Netting

Bill To
CLAY CO BOARD OF COUNTY COMMISSIONERS
PO Box 988
invoices@clayclerk.com
Green Cove Springs, Florida 32043

Ship To
Paul C. Armstrong Park
2445 County Road 220
Middleburg, Florida 32068

Contact
Justin Pierce
Interim Director of Clay County Parks and Recreation
Phone: (904) 284-6387

Approximate Ship Date

Ship Via
BEST WAY

Terms
Net 45

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BUR	Armstrong Park	All Netting to be 1-3/4" Square #24 Nylon, Black, BSF UV Treated Field 1 and 2 Cap Nets, build 2 nets at 28'H x 90'L Field 3 Barrier Nets down 1st and 3rd baselines, build 2 nets @ 10'H x 45'L	5,940	$0.56	$3,326.40
BUR		Discount per Clay Co Contract 1819-2 Allowed discount of 5%	1	-$166.32	-$166.32
BUR		Turn-key Installation of Cap Netting on Fields 1 and 2 and Barrier Protective Netting on Field 3. Installation includes hardware, lift equipment, netting, cabling, and labor. *****Requires tree limbs cut back on field 3*****	1	$14,150.00	$14,150.00

	Sub Total	$17,310.08
	Freight	0.00
Taxable Subtotal	**Tax**	0.00
	Grand Total	$17,310.08

- **Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.**
- **Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.**

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over $500.

Complete Terms and Conditions can be found at https://blissproducts.com/terms-conditions/

Bliss Products and Services, Inc
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122
(800) 248-2547
(770) 920-1915 Fax

Quote # **44756**

Sales Rep: DeWitt Gibbs
dewitt@blissproducts.com
O: (800) 248-2547
F: (866) 920-1915
C: (904) 219-7760

CLAY CO BOARD OF COUNTY COMMISSIONERS

Date 4/6/2022

Project Oakleaf Community Park - Baseball Netting

Bill To
CLAY CO BOARD OF COUNTY COMMISSIONERS
PO Box 988
invoices@clayclerk.com
Green Cove Springs, Florida 32043

Ship To
Oakleaf Community Park
3979 Plantation Oaks Blvd.
Orange Park, Florida 32065

Contact
Justin Pierce
Interim Director of Clay County Parks and Recreation
Phone: (904) 284-6387

Approximate Ship Date

Ship Via
BEST WAY

Terms
Net 45

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BUR	Oakleaf Community Park	All Netting to be 1-3/4" Square #24 Nylon, Black, BSF UV Treated Quad Overhead Protective Netting System Netting to cover concession stand and common area between fields terminating at the end of the 15'H chainlink backstop wings. Approx 11,000sqft of netting Entrance Walkway Barrier Protective Netting Systems- Both park entrance walkways between Fields #1/#2 and Fields #2/#3, both sides. Barrier protective netting beginning at the 15'H chain link backstop and extending all the way down to the emergency vehicle entrance gates, approx 145' in length. 4 Sections of Netting: 11'H x 150'L.	17,600	$0.56	$9,856.00
BUR		Discount per Clay Co Contract 1819-2 Allowed discount of 5%	1	-$492.80	-$492.80
BUR		Installation includes hardware, freight, poles, concrete backfill, lift equipment, auger, netting, cabling, and labor. 17 - 4" OD Galvanized Poles, 15' above ground, backfilled and embedded with concrete. Utility locate required at new pole locations**	1	$52,283.60	$52,283.60

	Sub Total	$61,646.80
	Freight	0.00
Taxable Subtotal	**Tax**	0.00
	Grand Total	$61,646.80

- **Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.**
- **Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.**

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over $500.

Complete Terms and Conditions can be found at https://blissproducts.com/terms-conditions/

Bliss Products and Services, Inc
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122
(800) 248-2547
(770) 920-1915 Fax

Quote # **45041**

Sales Rep: DeWitt Gibbs
dewitt@blissproducts.com
O: (800) 248-2547
F: (866) 920-1915
C: (904) 219-7760

CLAY CO BOARD OF COUNTY COMMISSIONERS

Date 4/6/2022

Project Tanglewood Park - Baseball Netting

Bill To
CLAY CO BOARD OF COUNTY COMMISSIONERS
PO Box 988
invoices@clayclerk.com
Green Cove Springs, Florida 32043

Ship To
Tanglewood Park
1466 Gifford Ave.
Orange Park, Florida 32065

Contact
Justin Pierce
Interim Director of Clay County Parks and Recreation
Phone: (904) 284-6387

Approximate Ship Date

Ship Via
BEST WAY

Terms
Net 45

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BUR	Tanglewood Park	All Netting to be 1-3/4" Square #24 Nylon, Black, BSF UV Treated Two Areas to be Protected - 1) On Field 1 - above 1st Base Dugout / down 1st Base Line to protect Batting Cage Area. 2) Between Fields 2 and 3 Dimensions: 14'H x 50'L	1,400	$0.56	$784.00
BUR		Discount per Clay Co Contract 1819-2 Allowed discount of 5%	1	-$39.20	-$39.20
BUR		Turn-key Installation of Barrier Net at Tanglewood Park. Includes installation of 2 Size 4" Schedule 40 Galvanized Steel Pole / 26'L with 20' above ground and Concrete Embedment. Installation includes Auger, Lull and Lift Rental. All necessary hardware included.	1	$13,978.25	$13,978.25

	Sub Total	$14,723.05
	Freight	0.00
Taxable Subtotal	**Tax**	0.00
	Grand Total	$14,723.05

- **Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.**
- **Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.**

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over $500.

Complete Terms and Conditions can be found at https://blissproducts.com/terms-conditions/

Bliss Products and Services, Inc
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122
(800) 248-2547
(770) 920-1915 Fax

Quote # **59168**

Sales Rep: DeWitt Gibbs
dewitt@blissproducts.com
O: (800) 248-2547
F: (866) 920-1915
C: (904) 219-7760

CLAY CO BOARD OF COUNTY COMMISSIONERS

Date 4/6/2022

Project Walter Odum Park - Baseball Netting

Bill To
CLAY CO BOARD OF COUNTY COMMISSIONERS
PO Box 988
invoices@clayclerk.com
Green Cove Springs, Florida 32043

Ship To
Walter Odum Park
450 Parkwood Drive
Orange Park, Florida 32073

Contact
Justin Pierce
Interim Director of Clay County Parks and Recreation
Phone: (904) 284-6387

Approximate Ship Date

Ship Via
BEST WAY

Terms
Net 45

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BUR	Walter Odum Pk	All Netting to be 1-3/4" Square #24 Nylon, Black, BSF UV Treated - Dims: 20 x 50, First Base Panel: 15 x 50 Third Base Panel: 15 x 36 - Dims: 20 x 60, First Base Panel: 15 x 33 Third Base Panel: 15 x 50. - Dims: 20 x 65 First Base Panel: 15 x 50, Third Base Panel: 15 x 51	7,550	$0.56	$4,228.00
BUR	DISC	Discount per Clay Co Contract 1819-2 Allowed discount of 5	1	-$211.40	-$211.40
BUR		Turn-key Installation of Barrier Net at Walter Odum Park. Includes SE Field in Quad- Major Field- Cap + Barrier Netting, Install 4 new Poles Cap Dims: 20 x 50, First Base Panel: 15 x 50 Third Base Panel: 15 x 36 NE Field in Quad- Lg Softball Field- Cap + Barrier Net, Install 4 new poles Cap Dims: 20 x 60, First Base Panel: 15 x 33 Third Base Panel: 15 x 50. NW Field in Quad- Minor Field- Cap + Barrier Netting, Install 4 new poles Cap Dims: 20 x 65 First Base Panel: 15 x 50, Third Base Panel: 15 x 51	1	$40,266.90	$40,266.90

Taxable Subtotal

Sub Total	$44,283.50
Freight	0.00
Tax	0.00
Grand Total	$44,283.50

Financing as low as **$1,027.38** / month may be available pending credit approval.

- **Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.**
- **Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.**

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts

must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over $500.

Complete Terms and Conditions can be found at https://blissproducts.com/terms-conditions/

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 19 1:00 PM

TO: Finance & Audit Committee DATE:

FROM: Karen Smith, Administrative
and Contractual Services

SUBJECT:
1) Approval to post notice of intent and Award Bid No. 21/22-30, Mowing Services for Parks and Recreation to Greenway Lawn and Landscape, LLC. at the price per cut per location listed with the proposal. Approval will be effective after the 72 hour period for protest has expired.

2) Additional approval of accompanying agreement with Greenway Lawn and Landscape, LLC for the term of 24 months, for the prices per cut listed in the Attachment C Price Sheet.

Funding Source: General Fund / Parks and Recreation Admin / Temporary Labor - Billing, Collection, and Management

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
The purpose of this bid is to provide mowing services to assist the Parks and Recreation Department with maintaining certain county parks.

The bid was sent to 36 vendors with 2 bids and one "no bid" received.

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
Yes

Funding Source: General Fund / Parks and Recreation Admin / Temporary Labor - Billing, Collection, and Management

Account # FD1000-CC1188-SC534600 Amount - Various per cut

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

Planning Requirements:
Public Hearing Required (Yes\No):
No

Hearing Type:

Initiated By:

Not applicable

ATTACHMENTS:

Description

- Agenda Backup for Parks Mowing
- Agreement

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Purchasing	Wanamaker, Howard	Approved	4/13/2022 - 5:19 PM	Item Pushed to Agenda

BID RECOMMENDATION

Bid No. 21/22-30, MOWING SERVICES FOR PARKS AND RECREATION

BIDDERS	BID TOTAL
Bryan's Landscaping Services	$48,488
Greenway Lawn & Landscape LLC	$30,970
Challenge Enterprise	No Bid

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME	TITLE
Justin Pierce	Interim Parks & Recreation Director

FUNDING SOURCE: Parks & Recreation-Temp Labor/Bill/Coll/Mgmt

RECOMMENDATION:

Greenway Lawn& Landscape LLC

If only one bid is received, state reason why accepted and not re-bidding:

BID TABULATION FORM

Bid: 21/22-30 Date: April 5, 2022

Proj: Mowing Services for Parks and Recreation Time Open: 9:02 AM

Ad: Clay Today,March 10, 2022 Time Close: 9:08 AM

This is a generic tabulation form; all required documents will be verified prior to recommendation.

Bids to be evaluated based on criteria established in bid document

	Bidder	Bid Bond/Check	Local Preference	District 1	District 2	District 3
1	Bryan Landscaping	YES	YES	$ 208,772.00	$ 30,362.00	$48,488 (Corrected)
2	Greenway Lawn	YES	YES	$ 205,200.00	$ 8,550.00	$ 30,970.00
3	Challenge Enterprise			NO BID		

*Staff will review the proposals and present a recommendation to the Finance and Audit Committtee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in Bid document. Items above are subject to full review and evaluation of submittal.

PRICE COMPARISON
Bid No. 21/22-30, Mowing Services for Parks and Recreation

Park Name	Bryan Landscaping			Greenway Landscaping	
	Per Cut	Total (38 Cuts)		Per Cut	Total (38 Cuts)
W.E Varnes Park	$ 159.00	$ 6,042.00		$ 100.00	$ 3,800.00
Doctors Lake Park	$ 159.00	$ 6,042.00		$ 40.00	$ 1,520.00
Ronnie Van Zant Park	$ 1,016.00	$ 38,608.00		$ 2,000.00	$ 76,000.00
Island Forest Park	$ 229.00	$ 8,702.00		$ 120.00	$ 4,560.00
Ridaught Landing Park	$ 129.00	$ 4,902.00		$ 40.00	$ 1,520.00
Oak Creek Park	$ 159.00	$ 6,042.00		$ 40.00	$ 1,520.00
Main Street Park	$ 259.00	$ 9,842.00		$ 175.00	$ 6,650.00
Old Ferry Boat Ramp	$ 126.00	$ 4,788.00		$ 40.00	$ 1,520.00
Lakeshore Boat Ramp	$ 259.00	$ 9,842.00		$ 110.00	$ 4,180.00
Knights Marina	$ 409.00	$ 15,542.00		$ 145.00	$ 5,510.00
Moccasin Slough Park	$ 319.00	$ 12,122.00		$ 190.00	$ 7,220.00
Black Creek Ravines (Parking Area)	$ 159.00	$ 6,042.00		$ 165.00	$ 6,270.00
Greenwood Park	$ 159.00	$ 6,042.00		$ 40.00	$ 1,520.00
Heritage Farms (Four Silos) A	$ 359.00	$ 13,642.00		$ 260.00	$ 9,880.00
Heritage Farms (Four Silos) B	$ 100.00	$ 3,800.00		$ 260.00	$ 9,880.00
Moody Ave Park	$ 576.00	$ 21,888.00		$ 460.00	$ 17,480.00
Black Creek Park & Trail	$ 209.00	$ 7,942.00		$ 40.00	$ 1,520.00
Camp Chowenwaw Park	$ 709.00	$ 26,942.00		$ 1,175.00	$ 44,650.00
District 1 Totals	**$ 5,494.00**	**$ 208,772.00**		**$ 5,400.00**	**$ 205,200.00**
Governors Creek (Boat Ramp)	$ 126.00	$ 4,788.00		$ 50.00	$ 1,900.00
Williams Park	$ 179.00	$ 6,802.00		$ 50.00	$ 1,900.00
Old Shands Pier	$ 126.00	$ 4,788.00		$ 40.00	$ 1,520.00
Williams Boat Ramp	$ 159.00	$ 6,042.00		$ 40.00	$ 1,520.00
Pier Station Park	$ 209.00	$ 7,942.00		$ 45.00	$ 1,710.00
District 2 Totals	**$ 799.00**	**$ 30,362.00**		**$ 225.00**	**$ 8,550.00**
Fox Meadow Park	$ 476.00	$ 18,088.00		$ 400.00	$ 15,200.00
Foxridge Park	$ 206.00	$ 7,828.00		$ 125.00	$ 4,750.00
Hunter Douglas Park	$ 306.00	$ 11,628.00		$ 200.00	$ 7,600.00
Kingsley Lake Park	$ 129.00	$ 4,902.00		$ 50.00	$ 1,900.00
Deerfield Point Park	$ 159.00	$ 6,042.00		$ 40.00	$ 1,520.00
District 3 Totals	**$ 1,276.00**	**$ 48,488.00**		**$ 815.00**	**$ 30,970.00**

BID NO. 21/22-30, PARKS AND RECREATION MOWING
PRICE SHEET

ID#	Site Locations	District	Number of Cuts	Price Per Cut	Extended Total
1	W.E Varnes Park	1	38	159	$6,042
2	Doctors Lake Park	1	38	1 59	$6,042
4	Ronnie Van Zant Park	1	38	1016	$38,608
5	Island Forest Park	1	38	229	$8,702
6	Ridaught Landing Park	1	38	129	$4,902
8	Oak Creek Park	1	38	159	$6,042
10	Main Street Park	1	38	259	$9,842
11	Old Ferry Boat Ramp	1	38	126	$4,788
13	Lakeshore Boat Ramp	1	38	259	$9,842
14	Knights Marina	1	38	409	$15,542
17	Moccasin Slough Park	1	38	319	$12,122
19	Black Creek Ravines (Parking Area)	1	38	159	$6,042
22	Greenwood Park	1	38	159	$6,042
23	Heritage Farms (Four Silos) A	1	38	359	$13,642
23	Heritage Farms (Four Silos) B	1	38	100	$3,800
24	Moody Ave Park	1	38	576	$21,888

26	Black Creek Park & Trail	1	38	209	$7,942
27	Camp Chowenwaw Park	1	38	709	$26,942
			TOTAL	**DISTRICT 1**	$ 208,772

Total Bid Written Words for District 1: $208,772

ID#	Site Locations	District	Number of Cuts	Price Per Cut	Extended Total
12	Governors Creek (Boat Ramp)	2	38	126	$4,788
15	Williams Park	2	38	179	$6,802
16	Old Shads Pier	2	38	126	$4,788
18	Williams Boat Ramp	2	38	159	$6,042
25	Pier Station Park	2	38	209	$7,942
			TOTAL	**DISTRICT 2**	$ 30,362

Total Bid Written Words for District 2: $30,362

ID#	Site Locations	District	Number of Cuts	Price Per Cut	Extended Total
3	Fox Meadow Park	3	38	476	$18,088
7	Foxridge Park	3	38	206	$7,828
9	Hunter Douglas Park	3	38	306	$11,628

20	Kingsley Lake Park	3	38	129	$4,902
21	Deerfield Point Park	3	38	159	$6,042
			TOTAL	**DISTRICT 3**	$ 48,494

Total Bid Written Words for District 3: $48,494

COMPANY NAME: BRYAN'S LANDSCAPING SERVICES

***Number of cuts is estimated at 38 cuts per year. This bid will be awarded by lowest price per district to one or more contractors.**

**The County reserves the right to request a more defined schedule of values from contractors.

Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days. The term bid bond shall include bonds or cashier or certified checks payable to the County.

BID NO. 21/22-30, PARKS AND RECREATION MOWING

CORPORATE DETAILS:

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: BRYAN'S LANDSCAPING SERVICES

ADDRESS: 1793 FARM WAY

MIDDLEBURG, FL

32068

TELEPHONE: (904) 327-8717

FAX #: _____

E-MAIL: BRYANSLANDSCAPINGSERVICES@GMAIL.COM

Name of Person submitting Bid: DAMION BRYAN

Title: OWNER

Signature: _____

Date: 3/24/2022

CONTRACT EXECUTION INFORMATION:

DESIGNATED SIGNEE: _____

MAILING ADDRESS: _____

_____

EMAIL: _____

ADDENDA ACKNOWLEDGMENT:
Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____
Addendum No. _____ Date: _____ Acknowledged by: _____
Addendum No. _____ Date: _____ Acknowledged by: _____

BID NO. 21/22-30, PARKS AND RECREATION MOWING
PRICE SHEET

ID#	Site Locations	District	Number of Cuts	Price Per Cut	Extended Total
1	W.E Varnes Park	1	38	100	3,800.00
2	Doctors Lake Park	1	38	40.00	1520.00
4	Ronnie Van Zant Park	1	38	2000.00	76,000.00
5	Island Forest Park	1	38	120.00	4560.00
6	Ridaught Landing Park	1	38	40.00	1520.00
8	Oak Creek Park	1	38	40.00	1520.00
10	Main Street Park	1	38	175.00	6650.00
11	Old Ferry Boat Ramp	1	38	40.00	1520.00
13	Lakeshore Boat Ramp	1	38	110.00	4,180.00
14	Knights Marina	1	38	145.00	5,510.00
17	Moccasin Slough Park	1	38	190.00	7,220.00
19	Black Creek Ravines (Parking Area)	1	38	165.00	6,270.00
22	Greenwood Park	1	38	40.00	1520.00
23	Heritage Farms (Four Silos) A	1	38	260.00	9,880.00
23	Heritage Farms (Four Silos) B	1	38	260.00	9,880.00
24	Moody Ave Park	1	38	460.00	17,480.00

26	Black Creek Park & Trail	1	38	40.00	1520.00
27	Camp Chowenwaw Park	1	38	1175.00	44,650.00
			TOTAL	**DISTRICT 1**	**$** 205,200.00

Total Bid Written Words for District 1:
two hundred five thousand two hundred + 00/100

ID#	Site Locations	District	Number of Cuts	Price Per Cut	Extended Total
12	Governors Creek (Boat Ramp)	2	38	50.00	1900.00
15	Williams Park	2	38	50.00	1900.00
16	Old Shads Pier	2	38	40.00	1520.00
18	Williams Boat Ramp	2	38	40.00	1520.00
25	Pier Station Park	2	38	45.00	1710.00
			TOTAL	**DISTRICT 2**	**$** 8550.00

Total Bid Written Words for District 2:
eight thousand five hundred fifty + 00/100

ID#	Site Locations	District	Number of Cuts	Price Per Cut	Extended Total
3	Fox Meadow Park	3	38	400.00	15,200.00
7	Foxridge Park	3	38	125.00	4750.00
9	Hunter Douglas Park	3	38	200.00	7600.00

20	Kingsley Lake Park	3	38	50	1900.00
21	Deerfield Point Park	3	38	40.00	1520.00
			TOTAL	**DISTRICT 3**	$ 30,970.00

Total Bid Written Words for District 3:

thirty thousand nine hundred seventy & 00/100

COMPANY NAME: GreenWay Lawn & Landscape

***Number of cuts is estimated at 38 cuts per year. This bid will be awarded by lowest price per district to one or more contractors.**

**The County reserves the right to request a more defined schedule of values from contractors.

Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days. The term bid bond shall include bonds or cashier or certified checks payable to the County.

BID NO. 21/22-30, PARKS AND RECREATION MOWING

CORPORATE DETAILS:

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Greenway Lawn + Landscape

ADDRESS: 4930 Spring park rd
jacksonville, FL 32207

TELEPHONE: 904 662 3059

FAX #:

E-MAIL: jdgreenwaylawns@gmail.com

Name of Person submitting Bid: J. O. Nixa

Title: ceo

Signature:

Date: 4-4-22

CONTRACT EXECUTION INFORMATION:

DESIGNATED SIGNEE: J. O. Nixa

MAILING ADDRESS: 4930 Spring park rd
Jacksonville, FL 32207

EMAIL: jdgreenwaylawns@gmail.com

ADDENDA ACKNOWLEDGMENT:
Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: 4-4-22 Acknowledged by: J. O. Nixa
Addendum No. _____ Date: 4-4-22 Acknowledged by: J. O. Nixa
Addendum No. _____ Date: 4-4-22 Acknowledged by: J. O. Nixa

BID NO. 21/22-30, MOWING SERVICES FOR PARKS AND RECREATION

PURPOSE

Clay County is seeking mowing services to assist the Parks and Recreation Department with maintaining certain county parks. The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work required in the scope of this bid.

SCOPE OF WORK

Services include but are not limited to:

1. Trash and debris removal, including but not limited to, tree branches, pinecones, paper, glass, and plastic, must be removed from the area to be cut prior to the start of cutting. Removal will include the proper disposal of debris. Trash collection areas are present on most sites. If there is not one on a given site it will be the contractor's responsibility to dispose of the material appropriately.

2. Grass is to be maintained at an average height of 1 1/2 inches to 3 inches. Grass clippings must be cleared from sidewalks, patios, porches, drives, and parking areas immediately after each cutting. If at any time, after cutting, clippings are left in visible clumps or piles, this excess shall be removed immediately preventing damage to the area of the lawn.

3. Trimming (weed whacking/edging) is required with each service around all trees, shrubs, boulders, curbs, poles, patios, fences, sidewalks and the perimeters of any buildings or structures. Trees should be trimmed such that limbs are a minimum of seven feet above ground. Hedges need to be trimmed as required to maintain a manicured appearance. Landscaped areas such as flower beds and parking lot islands shall be cleared of debris and weeding at each visit. Contractor will also remove weeds and grass growing where sidewalks and other paved areas intersect building walls.

4. Mulch must be added to or replaced at the request of the County at a cost per cubic yard, including labor, as listed on the Price Sheet.

5. Contractor will provide the Grounds Maintenance Superintendent a written schedule documenting day(s) of the week on which site(s) will be serviced. The schedule is to be submitted before work begins. It shall be the responsibility of the contractor to notify the Superintendent when a scheduled service is missed and to provide a new scheduled completion date.

6. There will be one mowing per week, during regular mowing season recognized as April 1 through October 31. There will be one mowing, biweekly, during the non-mowing season recognized as November 1st through March 31st.

7. The County reserves the right to modify the mowing schedule, suspend service, alter the area to be mowed, or cancel mowing of a site for any reason. All schedules are subject to adjustment for unusual weather or growing conditions.

District Maps:

The County has separated locations into districts to provide the best overall value to the County. The districts are intended to combine geographically proximate parks to improve efficiency and thereby realize cost efficiencies for the County. Contractors have the option to bid by district but must not bid on less than the total listing for each district. This bid will be awarded to one or more contractors by the lowest price per district.

Site Locations:

The actual amount of area to be maintained is dependent on the number and size of buildings, paved parking lots, ponds, pavilions, and wooded areas etc. It is up to the Contractor to calculate time and labor cost, prior to bidding, to meet the scope of services requested for each maintained area. Each site listed below is identified on "Exhibit A, Parks District Areas."

ID#	SITE	ADDRESS	CITY	DISTRICT
1	W.E Varnes Park	3593 Fortuna Drive	Orange Park	1
2	Doctors Lake Park	2399 Lakeshore Dr.	Fleming Island	1
4	Ronnie VanZant Park	2760 Sandridge Road	Lake Asbury	1
5	Island Forest Community	6183 Bermuda Drive	Fleming Island	1
6	Ridaught Landing Park	3016 Chief Ridaught Trail	Middleburg	1
8	Oak Creek Park	1760 Castille Drive	Fleming Island	1
10	Main Street Park	3788 Main Street	Middleburg	1
11	Old Ferry Boat Ramp	2231 Old Ferry Road	Lake Asbury	1
13	Lake Shore Boat Ramp	4300 Lakeshore Drive	Fleming Island	1
14	Knights Landing Marina	1472 River Road	Green Cove Springs	1
26	Black Creek Park & Trail	7890 Highway 17	Green Cove Springs	1
27	Camp Chowenwaw Park	1517 Ball Road	Green Cove Springs	1
17	Moccasin Slough Park	4392 Raggedy Point Road	Fleming Island	1
19	Black Creek Ravines	5645 Evergreen Lane	Middleburg	1
27	Black Creek Park and Trail	7890 Highway 17	Fleming Island	1
22	Greenwood Park	245 Evergreen Lane	Middleburg	1
23	Heritage Farms (Four Silos Park) A/B	1657 Farm Way	Orange Park	1
24	Moody Park	3510 Moody Ave	Orange Park	1
12	Governors Creek (Boat Ramp)	1282 N. Orange Ave	Green Cove Springs	2
15	Williams Park	120 Williams Park Road	Green Cove Springs	2
16	Old Shands Pier	4051 Shands Pier Road	Green Cove Springs	2
18	Williams Boat Ramp	240 Williams Park Road	Green Cove Springs	2
25	Pier Station Park	4160 Pier Station Road	Green Cove Springs	2
3	Fox Meadow Park	1155 Foxmeadow Trail	Middleburg	3
7	Foxridge Park	2594 Bottomridge Drive	Orange Park	3
9	Hunter Douglas Park	4393 Longmire Road	Middleburg	3
20	Kingsley Lake Park	6110 Kingsley Lake Drive	Starke	3
21	Deerfield Point Park	3228 Deerfield Point Dr.	Orange Park	3

LABOR, MATERIALS AND ON-SITE IDENTIFICATIONS:

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work required in the scope of this bid. All vehicles and equipment used by the contractor shall be marked clearly and legibly with the contractor's name and phone number.

AUTHORITY OF THE GROUNDS MAINTENANCE SUPERINTENDENT:

All work shall be done to the satisfaction of the Grounds Maintenance Superintendent. The primary responsibility of the Superintendent shall be to evaluate the contractor's work for compliance with the bid requirements. At no time shall the Superintendent supervise the contractor's workforce nor create any responsibility for the acts or omissions of the contractor, subcontractor or supplier during the resulting contract period.

CONTRACTOR'S SUPERINTENDENT AND SINGLE POINT OF CONTACT PERSON:

The contractor's Superintendent shall be designated as the "single point of contact person" for the resulting contract of this bid. The superintendent shall be the liaison with the County for all communication and be readily available via phone or E-mail. The contractor's superintendent shall notify the County's superintendent each workday before 8:00 AM of where crews shall be working that date, confirm areas worked/completed the day before and list any items of possible concern either for the contractor or the county.

The contractor shall be responsible for inspecting and verifying that all parks reported as being complete meet the quality standards set forth in the bid requirements. This verification shall be in writing or E-mail to the County's Grounds Maintenance Superintendent. This verification shall state that the listed areas have been mowed, trimmed, edged and debris removed all in accordance with the scope of work.

If the completed park(s) are found to be deficient upon inspection, the County's Grounds Maintenance Superintendent shall contact the contractor's superintendent and advise in writing that the purported completed areas are deficient and describe those deficiencies. The contractor shall have (48) hours to correct the stated deficiencies, weather permitting.

Upon completion of remedial work, the contractor's superintendent shall notify the Grounds Maintenance Superintendent that all remedial work has been completed. If the Superintendent determines that a section of the park remains deficient following the remedial work, the contractor shall be issued a second written statement of observed deficiencies and the corrective action cycle shall be repeated. If the remedial work is not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the contractor's next invoice.

HAZARDOUS AND/OR TOXIC WASTE AND POLLUTANTS:

Should the contractor encounter or expose a condition that may indicate the presence of hazardous and/or toxic wastes or pollutants, all operations in the immediate vicinity shall be discontinued and the Grounds Maintenance Superintendent shall be notified immediately. When encountered, the contractor shall make every effort to minimize the spread of hazardous and/or toxic wastes or pollutants into uncontaminated areas.

Disposition of the hazardous and/or toxic wastes or pollutants shall be done by others, not the contractor. The contractor's operation shall not resume in such areas until so directed by the Superintendent.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The contractor shall use due care to avoid damaging property associated with, adjacent to or in any way affected by the work being performed. This applies to private property as well as public property and all utilities that may exist within the work area. Included in this provision are items such as shrubbery, flower beds, irrigation systems (sprinkler heads), fencing, park amenities, vehicles, and other items which may be located within the County's Park. The County's Superintendent shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

PROVISIONS FOR CONVENIENCE OF PUBLIC:

The contractor shall schedule operations to minimize inconvenience to adjacent businesses, residents, and parkgoers.

WORK HOURS:

Contractor shall provide a work schedule including proposed work hours to the Grounds Maintenance Superintendent for approval.

ASSIGNMENT OF WORK TO OTHERS:

If the County's Superintendent determines that the contractor has fallen behind schedule by two (2) weeks or more, the County reserves the right to assign unfinished work on any cycle to another mowing Contractor or County forces. The contractor shall not be due any compensation for any work performed by another Contractor or County forces. This assignment of work may be made without declaring the contractor in default of the contract.

SEQUENCE OF WORK:

Cycle dates and the interim between cycles cannot be changed without the written consent of the Grounds Maintenance Superintendent. Should the contractor desire to change the order of the schedule, such change(s) shall be brought to the attention of the County's Superintendent and shall require the County's approval, in writing. The general sequence of work under each cutting cycle for the contractor shall be as follows:

(1) Trash and Debris Collection and Removal
(2) Mowing.
(3) Trimming, Edging
(4) Removing grass clippings and debris on, sidewalks, patios, porches, drives, parking areas, and piled or clumped areas.
(5) Quality Control Inspection by contactor.
(6) Work complete report to County's Ground Maintenance Superintendent.

SCHEDULE OF WORK/ CUT CYCLE:

The work specified in this Bid Document shall be performed in its entirety. Each cutting cycle is to be completed in its entirety prior to beginning the next cut.

The following schedule shall be used:

Cut No.	Beginning Date	Completion Date
1-4	April 1	April 30
5-8	May 1	May 31
9-12	June 1	June 30
13-16	July 1	July 31
17-20	August 1	August 31
21-24	September 1	September 30
25-28	October 1	October 31
29-30	November 1	November 30
31-32	December 1	December 31
33-34	January 1	January 31
35-36	February 1	February 28
37-38	March 1	March 31

*The first year cut cycle will not begin on April 1st and will be dependent upon the resulting contract's start date.

QUANTITIES:

Actual reimbursement to the contractor shall be based on the price per cut by location established in this bid and the resulting contract. No quantities are guaranteed. Payment quantities shall be determined by field verification with the Ground Maintenance Supervisor during the actual cut cycle.

QUALIFICATION OF PERSONNEL:

The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance.

TOOLS AND EQUIPMENT:

It shall be the contractor's responsibility to determine the appropriate type, size and quantity of tools and equipment and the personnel necessary to complete the work called for in the time frame specified herein. An equipment list shall be submitted with the bid response.

All motorized equipment utilized by the contractor shall be painted a color of high visibility. Such equipment and attached safety devices, signs and lights shall be always maintained in proper working order. Approval of the contractor's equipment by the County shall not relieve the contractor of responsibility or liability for personal injury or property damage caused by the equipment operation.

Should the Grounds Maintenance Superintendent determine that any of the equipment is deficient in safety devices, in poor working order or is damaging the turf, ground, curbing and/or pavement, the contractor shall be notified, and such equipment shall be promptly removed from service until the deficiency is corrected to the satisfaction of the Superintendent.

Equipment used to transport litter and debris shall be covered and constructed in such a manner as to prohibit distribution or loss of litter along the roadway.

Additional equipment may be requested by the Grounds Maintenance Superintendent if it is determined that the contractor has insufficient equipment on the job to complete the work called for in the time frame specified. All additional equipment, when requested, shall meet the same equipment requirements specified herein.

No equipment shall be left overnight without permission from the Grounds Maintenance Superintendent.

MOWING:

DESCRIPTION

The work covered by this Section consists of the routine mowing of grassed and/or vegetated park areas with commercial grade, high production mowing equipment. Vegetation to be mowed shall include grass, vines, weeds and small trees, bushes, and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground.

HEIGHT OF CUT

The height of cut for all sites shall be no higher than three-inches (3"). At no time shall the contractor allow mowers or trimmers to cut grass low enough to cause injury to the root system of the grass being mowed or that of adjacent trees and shrubs, which are to remain.

REMOVAL OF LITTER

Litter and debris removal shall be performed each cut cycle. Prior to mowing and trimming, the contractor shall locate and remove from each site all large items of debris, which may be torn,

ripped, or scattered by the mowers or trimmers. The method of removal shall be at the contractor's discretion. However, should the contractor fail to remove debris and its operation causes it to be scattered, payment for that site shall be withheld until all debris has been completely removed and disposed of. The litter shall be removed from the site prior to beginning any other work. Subdividing, ripping, or scattering litter by mowing shall not be allowed.

TRIM WORK (WEEDWHACKING/EDGING):

DESCRIPTION

The work covered by this Section consists of the routine trimming and edging of grass and the other vegetation with commercial grade, high production equipment. Trim work shall be accomplished around and/or along permanent objects including but not limited to, posts, poles, trees, shrubs, fences, sidewalks, columns, headwalls, etc. Unless otherwise specified, manual labor and equipment required to perform the work shall be incidental to the mowing being performed.

DAMAGE PREVENTION AND SAFETY

Special care shall be taken when trimming around trees and/or shrubs to avoid damaging surface roots and bark as well as fences and other items which are subject to damage by the trimming operation. All equipment utilized for trim work shall be equipped with adequate safety devices to protect the operator from flying debris. It shall be the contractor's responsibility to ensure that all trimming equipment operators are performing the work in a safe manner.

PAYMENT:

The contractor shall be paid for work accomplished and accepted for at the respective price per cut by location established in the bid document not later than 45 days from receipt of proper invoice. The contractor should invoice the County no more than once per month.

Payment shall be made only for actual quantities of work performed and accepted, provided certain payments have not been withheld as stipulated by these bid requirements.

TERMS:

The initial contract shall be awarded to the lowest responsive and responsible bidder(s) for a period of twenty-four (24) months from the date of the Board of County Commissioners approval, with the County reserving the right and option to extend the contract for an additional two (2) periods of twelve months each, if such is agreeable with the successful contractor.

ADDITONAL SERVICES AND FEES:

If the County and/or contractor identifies any additional services to be provided by contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the contractor.

PERFORMANCE EVALUATION:

A work performance evaluation will be conducted periodically to ensure compliance with the resulting contract.

REFERENCES

Please provide three (3) references for work completed on similar projects using the form attached to this bid document.

VENDOR LIST

Contact	Origin	Subscription Created
904pps@gmail.com	Upload	03/14/2022 04:04 PM EDT
adriana@challengeenterprises.org	Upload	03/14/2022 04:04 PM EDT
alonzopcuts@gmail.com	Signup Builder	04/11/2022 07:00 PM EDT
bidding@swamip.com	Signup Builder	03/18/2022 05:45 PM EDT
bryanslandscapingservices@gmail.com	Signup Builder	03/22/2022 10:02 AM EDT
bwilliams120599@comcast.net	Signup Builder	03/30/2022 02:42 AM EDT
cammay.thomas@gmail.com	Upload	03/14/2022 04:04 PM EDT
cecotech@netzero.com	Upload	03/14/2022 04:04 PM EDT
cngreen1118@gmail.com	Upload	03/14/2022 04:04 PM EDT
daniel@duvallandscape.com	Upload	03/14/2022 04:04 PM EDT
david@dmkoehnlandscaping.com	Upload	03/14/2022 04:04 PM EDT
donniebriggs@comcast.net	Upload	03/14/2022 04:04 PM EDT
flcutclean@yahoo.com	Upload	03/14/2022 04:04 PM EDT
frangodango@gmail.com	Upload	03/14/2022 04:04 PM EDT
hapydayslawnservice@yahoo.com	Signup Builder	04/03/2022 03:25 PM EDT
info@eaglelawncarenefl.com	Direct	04/10/2022 03:07 PM EDT
info@iomlawncare.com	Signup Builder	03/14/2022 04:04 PM EDT
jamie.garrison@beardequipment.com	Upload	03/14/2022 04:04 PM EDT
jdgreenwaylawns@gmail.com	Upload	03/14/2022 04:04 PM EDT
johnny@johnnysturf.com	Upload	03/14/2022 04:04 PM EDT
jtrcontractingsvc@gmail.com	Signup Builder	03/14/2022 04:04 PM EDT
jvalle.vallemanagementllc@gmail.com	Signup Builder	03/14/2022 04:04 PM EDT
kawboy32x@gmail.com	Signup Builder	03/14/2022 04:04 PM EDT
lakearealawnservice@msn.com	Signup Builder	03/14/2022 04:04 PM EDT
lpalmer@tribond.net	Upload	03/14/2022 04:04 PM EDT
marty@mteconstruction.com	Signup Builder	03/14/2022 04:04 PM EDT
nathan.branz@down2earthinc.com	Signup Builder	03/29/2022 10:13 AM EDT
office@JandDMaintenance.com	Direct	03/14/2022 04:04 PM EDT
premierpreservationsllc@yahoo.com	Upload	03/14/2022 04:04 PM EDT
propertygroomers@yahoo.com	Upload	03/14/2022 04:04 PM EDT
robert@chrisvonservices.com	Signup Builder	03/29/2022 08:45 PM EDT
sandendeavors@gmail.com	Upload	03/14/2022 04:04 PM EDT
soup2508@aol.com	Upload	03/14/2022 04:04 PM EDT
tdecker@constructionjournal.com	Signup Builder	03/16/2022 02:18 PM EDT
thomas.egan@ferrovialservices.com	Upload	03/14/2022 04:04 PM EDT
whitenerstractor@gmail.com	Direct	03/14/2022 04:04 PM EDT

Clay County Agreement/Contract No. 2021/2022 – _____

AGREEMENT FOR MOWING SERVICES FOR PARKS & RECREATION

This Agreement for Mowing Services for Parks & Recreation ("Agreement") is entered into this ____ day of April, 2022 by and between Greenway Lawn and Landscape LLC, a Florida Limited Liability Company, aka Greenway Lawncare ("Contractor") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued a Request for Bid, Bid No. 21/22-30 ("Bid"), to engage a contractor to provide mowing and related services to assist Clay County Parks and Recreation Department; and

WHEREAS, the Contractor responded to the Bid with a proposal to offer the requested services ("Contractor's Response"); and

WHEREAS, the County evaluated the proposals submitted and selected the Contractor as the lowest responsive, responsible qualified contractor; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid including all specifications and attachments incorporated into the Bid and the Contractor's Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County as set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. SERVICES

1.1. The Contractor shall furnish all supervision, materials, equipment, tools, transportation and supplies and perform all labor, services, and operations necessary to provide mowing and related services for the County's Parks and Recreation Department at the Site Locations in accordance with the Bid Scope of Work attached hereto as **Attachment A** and incorporated herein by reference (the "Services"). The Services shall include, but not be limited to, mowing, grass clippings removal, trash and debris removal, and trimming (weed whacking/edging). The Services shall also include adding and/or replacing mulch at the County's request.

1.2. The Services shall be performed at the locations identified and listed in the Parks District Areas Maps attached hereto as **Composite Attachment B** and incorporated herein by reference ("Site Locations"). The parties agree that the County shall retain the absolute right to eliminate

any or all Services associated with the Agreement without penalty or liability for any claims for anticipated overhead or profits. The County also reserves the right to modify the schedule or Services and suspend or cancel Services, in whole or in part, for any reason. Additionally, the County reserves the right to add, delete, remove, or modify Site Locations for any reason at the County's discretion. The Contractor acknowledges and agrees that the County through this Agreement guarantees no minimum level of Services or fees.

1.3. For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the County's Project Manager shall be Eric Jones, the Grounds Maintenance Superintendent or as otherwise designated by the County's Parks and Recreation Department. The Project Manager will be the primary liaison between the County and the Contractor. All Services shall be performed to the satisfaction of the Project Manager in accordance with this Agreement.

1.4. The County's annual cutting cycle is listed below, which includes one mowing service per week during the months of April through October and biweekly mowing services during the months of November through March. The Contractor shall provide Services at the Site Locations in accordance with the following cutting cycle or as designated by the Project Manager:

Cut Number	Beginning Date	Completion Date
1-4	April 1	April 30
5-8	May 1	May 31
9-12	June 1	June 30
13-16	July 1	July 31
17-20	August 1	August 31
21-24	September 1	September 30
25-28	October 1	October 31
29-30	November 1	November 30
31-32	December 1	December 31
33-34	January 1	January 31
35-36	February 1	February 28
37-28	March 1	March 31

The general sequence of Services to be performed by the Contractor under each cutting cycle shall be as follows:

1. Trash and Debris collection and Removal
2. Mowing
3. Trimming, Edging
4. Removing grass clippings and debris on sidewalks, patios, porches, drives, parking areas, and piled or clumped areas
5. Quality Control Inspection by Contractor
6. Services complete report to the Project Manager
7. * Mulch must be added or replaced at the County's request

Any changes to the cutting cycle and sequence of Services must be approved in advance in writing by the Project Manager.

1.5. The Contractor shall provide to the Project Manager a two-week look ahead schedule on the 1st and 3rd week of each month or as designated by the Project Manager. The two-week look ahead shall describe the Site Location(s) where each crew shall be working on a specific date. The schedule shall describe a logical/geographically connected sequence to complete all Services within the specified times and frequencies. It shall be the responsibility of the Contractor to update the schedule as needed and provide all updated schedule(s) to the Project Manager. The Contractor's failure to comply with the schedule may result in termination of the Agreement by the County.

1.6. In providing the Services, the Contractor shall:

1. Perform the Services in accordance with the County's specifications and requirements as set forth in **Attachment A**.
2. Be familiar with the Services, locations, schedule, and the conditions under which the Services are to be completed.
3. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County.
4. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County.
5. Not use any false, deceptive or misleading trade practices in the performance of the Services.

1.7. In entering into this Agreement, the Contractor represents that it now has or will secure all personnel and equipment required to perform all Services under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks. The Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Services along with a list of equipment that will be used by the Contractor to perform the Services.

1.8. The Contractor shall designate a Superintendent who shall serve as the single point of contact. The Superintendent shall be the Contractor's liaison with the County for all communication pertaining to this Agreement and shall be readily available via telephone and/or e-mail. The Superintendent shall be responsible for inspecting and verifying that all Site Locations reported as being complete are complete and meet the quality standards of the County.

1.9. If on inspection by the County's Project Manager, the completed Site Location(s) are found to be deficient, the Project Manager shall contact the Superintendent and advise in writing that the purported completed areas are deficient and describe those deficiencies. The Contractor shall have forty-eight (48) hours to correct the stated deficiencies, weather permitting ("Remedial Services"). Upon completion of Remedial Services, the Contractor's Superintendent shall notify the Project Manager that all Remedial Services have been completed. If the Project Manager determines that a section of a Site Location(s) remains deficient following the

Remedial Services, the Contractor shall be issued a second written statement of observed deficiencies and the corrective Remedial Services shall be repeated. If the Remedial Services are not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the Contractor's next Invoice. This assignment of Services may be made without declaring the Contractor in default of the Agreement.

1.10. If the Project Manager determines that the Contractor has fallen behind the schedule by two (2) weeks or more, the County reserves the right to assign unfinished Services to another mowing contractor or County staff. The Contractor shall not be due any compensation for any Services performed by another contractor or County staff and may be held liable for any costs resulting from the assignment of any unfinished Services. This assignment of Services may be made without declaring the Contractor in default of the Agreement.

1.11. The Contractor shall perform the Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").

1.12. In performance of the Services, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

1.13. The County may conduct performance evaluations at any time during performance of the Services or soon after the completion of any Services. One or more evaluations may be conducted solely at the discretion of the County.

SECTION 2. ADDITIONAL SERVICES AND FEES

2.1. If the County identifies or the Contractor recommends any additional work, materials, or services to be provided by the Contractor that are not covered under this Agreement but are beneficial to the County, such additional work, materials, or services, including scope, timing, location, and fees of any additional services must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

SECTION 3. TERM

3.1. The term shall begin on the Effective Date and shall remain in effect for a period of twenty-four months from the Effective Date, unless otherwise terminated as provided herein. The County has the sole option to renew the Agreement for two (2) additional twelve month periods, each a "renewal term", if it is deemed to be in the County's best interest to do so.

SECTION 4. PAYMENT FOR SERVICES

4.1. Payments will be made by the County to the Contractor for actual quantities of Services performed by the Contractor and accepted by the County at the price per cut set forth in the Price Sheet attached hereto as **Attachment C** and incorporated herein by reference upon presentation of an Invoice submitted to the County in accordance with Section 5.

4.2. The price per cut shall include the Services performed by the Contractor and its subcontractors, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Contractor's performance of the Services.

4.3. If any Service is not performed by the Contractor, the value of such Service, shall be determined and deducted from any Invoice claiming such items for payment. The County shall withhold payment for unsatisfactory or deficient Services until such time as the Services are determined to be acceptable by the Project Manager.

SECTION 5. PAYMENT PROCEDURES

5.1. As used in this Section, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

5.2. The payment for Services by the County shall be based on Invoices submitted by the Contractor to the Paying Agent no more than once per month upon completion of a cutting cycle for each Site Location that has been accepted by the Project Manager in accordance with the price per cut set forth in **Attachment C**.

5.3. Invoices shall be signed by the Contractor and must include the following information and items:

1. The Contractor's name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the County.
4. The period of the Services covered by the Invoice.
5. Identify the cutting cycle along with the Site Location(s) serviced and the actual date of Service.
6. The total amount of payment requested along with the price per cut and actual quantity of Services provided.

7. Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.
8. Any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

5.4. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

5.5. Upon receipt of an Invoice submitted under this Section, the Paying Agent and/or Project Manager along shall review the Invoice and may also review the Services as delivered, installed, or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or the Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice has not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or the Project Manager shall notify the Contractor that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

5.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Project Manager shall schedule a meeting with the County Manager between the Contractor's representative and the Project Manager, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

5.7. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Services have received their pro rata share of previous periodic payments to the Contractor for all Services completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Services or supplying any of the materials with respect to their pro rata shares of the payment for all Services completed and materials supplied. The term "subcontractors", as used herein, shall mean a person(s) or firm(s) that enters into a subcontractor agreement with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services for which partial payment has been made by the County and work done under equipment rental contracts.

SECTION 6. DEFAULT AND TERMINATION

6.1. Default. If the Contractor fails to satisfactorily perform any provision of this Agreement, fails to comply with the County's standards, fails to perform on time and comply with the schedule, fails to use proper tools or equipment to perform the Services, provides false or inaccurate information, fails to comply with the terms, conditions, and obligations of this Agreement, fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the County does not approve the cure plan, then the County may terminate this Agreement for cause.

6.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods and/or services similar to those terminated, and the Contractor shall be liable for any excess costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

6.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give thirty (30) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as are specifically authorized in writing by the County.

6.4. Unless directed differently in the Notice of Termination, the Contractor, shall incur no further obligations in connection with the terminated services, and shall stop Services to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated Services and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been

accumulated by the Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

6.5. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.

6.6. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.

SECTION 7. SUBCONTRACTORS

7.1. Subcontractors may be utilized by the Contractor. The Contractor shall provide the names of all subcontractors performing any Services under this Agreement to the Project Manager. Any subcontractor utilized by Contractor, shall be supervised and compensated by Contractor. The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subcontractors and of persons directly or indirectly employed by them. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 8. INDEMNIFICATION

8.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

8.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Services and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Services, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

8.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

8.4. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 9. INSURANCE

9.1. The Contractor shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	$1,000,000 General Aggregate $1,000,000 Products/Comp.Ops.Agg. $1,000,000 Personal/Advertising Injury $1,000,000 Each Occurrence $ 50,000 Damage to Rented Premises $ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits $100,000 Each Accident $500,000 Disease Policy $100,000 Disease-Each Employee

9.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Either prior to, or simultaneously with the execution of this Agreement, the Contractor must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation and employers liability, shall add **"Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear" as "Additional Insured."** The Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Services. Contractor shall provide thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 10. PRESERVATION OF PROPERTY AND FAILURE TO RESTORE DAMAGED PROPERTY

10.1. The Contractor shall maintain a safe and secure worksite for the duration of the Services. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents,

injuries or damage to any person or property around the Services and secure all equipment, tools, and related materials.

10.2. The Contractor shall preserve from damage all property, structures, fencing, utilities, services, roads, trees, shrubbery, and irrigation systems along the line of the Services, or which is in the vicinity of or is in any way affected by the Services, the removal or destruction of which is not called for by the Services. This applies to both private and public property and all utilities that may exist in the Service area or vicinity. Whenever such property is damaged as a result from the performance of the Services, or through the negligence of the Contractor, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the Contractor, and at its own expense, or it shall make good such damage or injury in an acceptable manner.

10.3. In case of failure on the part of the Contractor to restore such property, or to make good such damage or injury, the County may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the Contractor's expense. Nothing in this Section shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County, provided that such property has not been damaged as a result from the performance of the work or through fault of the Contractor, its employees or agents.

SECTION 11. AUTHORITY TO SUSPEND SERVICES

11.1. The Project Manager shall have the authority to suspend Services, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather, special events, or other conditions which are considered unfavorable for the prosecution of the Services. Should the County be prevented or enjoined from proceeding with the Services either before or after the start of any Services by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay. The Services shall resume as directed by the Project Manager. In the event of any such suspension, the Contractor shall be paid for all Services actually and timely rendered up to the date of suspension and for all Services so rendered after cessation of the suspension and resumption of the Services. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 12. TAXES

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

SECTION 13. APPROPRIATED FUNDS

13.1. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 14. PUBLIC RECORDS

14.1. The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

a. Keep and maintain public records required by the County to perform the Services required under the Agreement;
b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

14.2. The Contractor's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

14.3. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

a. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
b. If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
c. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

SECTION 15. AUDIT

15.1. The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the County reserves the right to examine and/or audit such records.

SECTION 16. SCRUTINIZED COMPANIES CERTIFICATION

16.1. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 17. PUBLIC ENTITIES CRIMES

17.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

17.2. By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

17.3. In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

17.4. The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 18. SUSPENSION AND DEBARMENT

18.1. By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 19. NOTICE

19.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

<u>If to Contractor:</u>	<u>If to County:</u>
Greenway Lawn and Landscape LLC aka Greenway Lawncare	Clay County P.O. Box 1366

4930 Spring Park Road
Jacksonville, FL 32207
Attention: JD Nixon

477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County Manager
Copy to: Eric Jones, Project Manager

SECTION 20. INDEPENDENT CONTRACTOR

20.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 21. NO ASSIGNMENT

21.1. The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

SECTION 22. NO THIRD-PARTY BENEFICIARIES

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

SECTION 23. CONFLICT OF INTEREST

23.1. Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

SECTION 24. AMENDMENT OR MODIFICATION OF AGREEMENT

24.1. The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents or Invoices forwarded by the Contractor to the County.

SECTION 25. FURTHER ASSURANCES

25.1. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Contractor further agrees to execute such documents as the County may reasonably require.

SECTION 26. REMEDIES

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

SECTION 27. GOVERNING LAW AND VENUE

27.1. The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 28. ATTORNEYS' FEES

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

SECTION 29. WAIVER

29.1. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 30. SEVERABILITY

30.1. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the

remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 31. HEADINGS

31.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 32. COUNTERPARTS

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

SECTION 33. AUTHORITY

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

[Signatures appear on the following page.]

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

Greenway Lawn and Landscape LLC
aka Greenway Lawncare

By: _____

Print Name: _____

Print Title: _____

Clay County, a political subdivision of the
State of Florida

By: _____
Wayne Bolla
Its Chairman

ATTEST:

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

F:\Contract\Parks\Mowing Parks.doc

ATTACHMENT A
RFP SCOPE OF WORK

BID NO. 21/22-30, MOWING SERVICES FOR PARKS AND RECREATION

PURPOSE

Clay County is seeking mowing services to assist the Parks and Recreation Department with maintaining certain county parks. The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work required in the scope of this bid.

SCOPE OF WORK

Services include but are not limited to:

1. Trash and debris removal, including but not limited to, tree branches, pinecones, paper, glass, and plastic, must be removed from the area to be cut prior to the start of cutting. Removal will include the proper disposal of debris. Trash collection areas are present on most sites. If there is not one on a given site it will be the contractor's responsibility to dispose of the material appropriately.

2. Grass is to be maintained at an average height of 1 1/2 inches to 3 inches. Grass clippings must be cleared from sidewalks, patios, porches, drives, and parking areas immediately after each cutting. If at any time, after cutting, clippings are left in visible clumps or piles, this excess shall be removed immediately preventing damage to the area of the lawn.

3. Trimming (weed whacking/edging) is required with each service around all trees, shrubs, boulders, curbs, poles, patios, fences, sidewalks and the perimeters of any buildings or structures. Trees should be trimmed such that limbs are a minimum of seven feet above ground. Hedges need to be trimmed as required to maintain a manicured appearance. Landscaped areas such as flower beds and parking lot islands shall be cleared of debris and weeding at each visit. Contractor will also remove weeds and grass growing where sidewalks and other paved areas intersect building walls.

4. Mulch must be added to or replaced at the request of the County at a cost per cubic yard, including labor, as listed on the Price Sheet.

5. Contractor will provide the Grounds Maintenance Superintendent a written schedule documenting day(s) of the week on which site(s) will be serviced. The schedule is to be submitted before work begins. It shall be the responsibility of the contractor to notify the Superintendent when a scheduled service is missed and to provide a new scheduled completion date.

6. There will be one mowing per week, during regular mowing season recognized as April 1 through October 31. There will be one mowing, biweekly, during the non-mowing season recognized as November 1st through March 31st.

7. The County reserves the right to modify the mowing schedule, suspend service, alter the area to be mowed, or cancel mowing of a site for any reason. All schedules are subject to adjustment for unusual weather or growing conditions.

District Maps:

The County has separated locations into districts to provide the best overall value to the County. The districts are intended to combine geographically proximate parks to improve efficiency and thereby realize cost efficiencies for the County. Contractors have the option to bid by district but must not bid on less than the total listing for each district. This bid will be awarded to one or more contractors by the lowest price per district.

Site Locations:

The actual amount of area to be maintained is dependent on the number and size of buildings, paved parking lots, ponds, pavilions, and wooded areas etc. It is up to the Contractor to calculate time and labor cost, prior to bidding, to meet the scope of services requested for each maintained area. Each site listed below is identified on "Exhibit A, Parks District Areas."

ID#	SITE	ADDRESS	CITY	DISTRICT
1	W.E Varnes Park	3593 Fortuna Drive	Orange Park	1
2	Doctors Lake Park	2399 Lakeshore Dr.	Fleming Island	1
4	Ronnie VanZant Park	2760 Sandridge Road	Lake Asbury	1
5	Island Forest Community	6183 Bermuda Drive	Fleming Island	1
6	Ridaught Landing Park	3016 Chief Ridaught Trail	Middleburg	1
8	Oak Creek Park	1760 Castille Drive	Fleming Island	1
10	Main Street Park	3788 Main Street	Middleburg	1
11	Old Ferry Boat Ramp	2231 Old Ferry Road	Lake Asbury	1
13	Lake Shore Boat Ramp	4300 Lakeshore Drive	Fleming Island	1
14	Knights Landing Marina	1472 River Road	Green Cove Springs	1
26	Black Creek Park & Trail	7890 Highway 17	Green Cove Springs	1
27	Camp Chowenwaw Park	1517 Ball Road	Green Cove Springs	1
17	Moccasin Slough Park	4392 Raggedy Point Road	Fleming Island	1
19	Black Creek Ravines	5645 Evergreen Lane	Middleburg	1
27	Black Creek Park and Trail	7890 Highway 17	Fleming Island	1
22	Greenwood Park	245 Evergreen Lane	Middleburg	1
23	Heritage Farms (Four Silos Park) A/B	1657 Farm Way	Orange Park	1
24	Moody Park	3510 Moody Ave	Orange Park	1
12	Governors Creek (Boat Ramp)	1282 N. Orange Ave	Green Cove Springs	2
15	Williams Park	120 Williams Park Road	Green Cove Springs	2
16	Old Shands Pier	4051 Shands Pier Road	Green Cove Springs	2
18	Williams Boat Ramp	240 Williams Park Road	Green Cove Springs	2
25	Pier Station Park	4160 Pier Station Road	Green Cove Springs	2
3	Fox Meadow Park	1155 Foxmeadow Trail	Middleburg	3
7	Foxridge Park	2594 Bottomridge Drive	Orange Park	3
9	Hunter Douglas Park	4393 Longmire Road	Middleburg	3
20	Kingsley Lake Park	6110 Kingsley Lake Drive	Starke	3
21	Deerfield Point Park	3228 Deerfield Point Dr.	Orange Park	3

LABOR, MATERIALS AND ON-SITE IDENTIFICATIONS:

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work required in the scope of this bid. All vehicles and equipment used by the contractor shall be marked clearly and legibly with the contractor's name and phone number.

AUTHORITY OF THE GROUNDS MAINTENANCE SUPERINTENDENT:

All work shall be done to the satisfaction of the Grounds Maintenance Superintendent. The primary responsibility of the Superintendent shall be to evaluate the contractor's work for compliance with the bid requirements. At no time shall the Superintendent supervise the contractor's workforce nor create any responsibility for the acts or omissions of the contractor, subcontractor or supplier during the resulting contract period.

CONTRACTOR'S SUPERINTENDENT AND SINGLE POINT OF CONTACT PERSON:

The contractor's Superintendent shall be designated as the "single point of contact person" for the resulting contract of this bid. The superintendent shall be the liaison with the County for all communication and be readily available via phone or E-mail. The contractor's superintendent shall notify the County's superintendent each workday before 8:00 AM of where crews shall be working that date, confirm areas worked/completed the day before and list any items of possible concern either for the contractor or the county.

The contractor shall be responsible for inspecting and verifying that all parks reported as being complete meet the quality standards set forth in the bid requirements. This verification shall be in writing or E-mail to the County's Grounds Maintenance Superintendent. This verification shall state that the listed areas have been mowed, trimmed, edged and debris removed all in accordance with the scope of work.

If the completed park(s) are found to be deficient upon inspection, the County's Grounds Maintenance Superintendent shall contact the contractor's superintendent and advise in writing that the purported completed areas are deficient and describe those deficiencies. The contractor shall have (48) hours to correct the stated deficiencies, weather permitting.

Upon completion of remedial work, the contractor's superintendent shall notify the Grounds Maintenance Superintendent that all remedial work has been completed. If the Superintendent determines that a section of the park remains deficient following the remedial work, the contractor shall be issued a second written statement of observed deficiencies and the corrective action cycle shall be repeated. If the remedial work is not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the contractor's next invoice.

HAZARDOUS AND/OR TOXIC WASTE AND POLLUTANTS:

Should the contractor encounter or expose a condition that may indicate the presence of hazardous and/or toxic wastes or pollutants, all operations in the immediate vicinity shall be discontinued and the Grounds Maintenance Superintendent shall be notified immediately. When encountered, the contractor shall make every effort to minimize the spread of hazardous and/or toxic wastes or pollutants into uncontaminated areas.

Disposition of the hazardous and/or toxic wastes or pollutants shall be done by others, not the contractor. The contractor's operation shall not resume in such areas until so directed by the Superintendent.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The contractor shall use due care to avoid damaging property associated with, adjacent to or in any way affected by the work being performed. This applies to private property as well as public property and all utilities that may exist within the work area. Included in this provision are items such as shrubbery, flower beds, irrigation systems (sprinkler heads), fencing, park amenities, vehicles, and other items which may be located within the County's Park. The County's Superintendent shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

PROVISIONS FOR CONVENIENCE OF PUBLIC:

The contractor shall schedule operations to minimize inconvenience to adjacent businesses, residents, and parkgoers.

WORK HOURS:

Contractor shall provide a work schedule including proposed work hours to the Grounds Maintenance Superintendent for approval.

ASSIGNMENT OF WORK TO OTHERS:

If the County's Superintendent determines that the contractor has fallen behind schedule by two (2) weeks or more, the County reserves the right to assign unfinished work on any cycle to another mowing Contractor or County forces. The contractor shall not be due any compensation for any work performed by another Contractor or County forces. This assignment of work may be made without declaring the contractor in default of the contract.

SEQUENCE OF WORK:

Cycle dates and the interim between cycles cannot be changed without the written consent of the Grounds Maintenance Superintendent. Should the contractor desire to change the order of the schedule, such change(s) shall be brought to the attention of the County's Superintendent and shall require the County's approval, in writing. The general sequence of work under each cutting cycle for the contractor shall be as follows:

(1) Trash and Debris Collection and Removal
(2) Mowing.
(3) Trimming, Edging
(4) Removing grass clippings and debris on, sidewalks, patios, porches, drives, parking areas, and piled or clumped areas.
(5) Quality Control Inspection by contactor.
(6) Work complete report to County's Ground Maintenance Superintendent.

SCHEDULE OF WORK/ CUT CYCLE:

The work specified in this Bid Document shall be performed in its entirety. Each cutting cycle is to be completed in its entirety prior to beginning the next cut.

The following schedule shall be used:

Cut No.	Beginning Date	Completion Date
1-4	April 1	April 30
5-8	May 1	May 31
9-12	June 1	June 30
13-16	July 1	July 31
17-20	August 1	August 31
21-24	September 1	September 30
25-28	October 1	October 31
29-30	November 1	November 30
31-32	December 1	December 31
33-34	January 1	January 31
35-36	February 1	February 28
37-38	March 1	March 31

*The first year cut cycle will not begin on April 1st and will be dependent upon the resulting contract's start date.

QUANTITIES:

Actual reimbursement to the contractor shall be based on the price per cut by location established in this bid and the resulting contract. No quantities are guaranteed. Payment quantities shall be determined by field verification with the Ground Maintenance Supervisor during the actual cut cycle.

QUALIFICATION OF PERSONNEL:

The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance.

TOOLS AND EQUIPMENT:

It shall be the contractor's responsibility to determine the appropriate type, size and quantity of tools and equipment and the personnel necessary to complete the work called for in the time frame specified herein. An equipment list shall be submitted with the bid response.

All motorized equipment utilized by the contractor shall be painted a color of high visibility. Such equipment and attached safety devices, signs and lights shall be always maintained in proper working order. Approval of the contractor's equipment by the County shall not relieve the contractor of responsibility or liability for personal injury or property damage caused by the equipment operation.

Should the Grounds Maintenance Superintendent determine that any of the equipment is deficient in safety devices, in poor working order or is damaging the turf, ground, curbing and/or pavement, the contractor shall be notified, and such equipment shall be promptly removed from service until the deficiency is corrected to the satisfaction of the Superintendent.

Equipment used to transport litter and debris shall be covered and constructed in such a manner as to prohibit distribution or loss of litter along the roadway.

Additional equipment may be requested by the Grounds Maintenance Superintendent if it is determined that the contractor has insufficient equipment on the job to complete the work called for in the time frame specified. All additional equipment, when requested, shall meet the same equipment requirements specified herein.

No equipment shall be left overnight without permission from the Grounds Maintenance Superintendent.

MOWING:

DESCRIPTION

The work covered by this Section consists of the routine mowing of grassed and/or vegetated park areas with commercial grade, high production mowing equipment. Vegetation to be mowed shall include grass, vines, weeds and small trees, bushes, and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground.

HEIGHT OF CUT

The height of cut for all sites shall be no higher than three-inches (3"). At no time shall the contractor allow mowers or trimmers to cut grass low enough to cause injury to the root system of the grass being mowed or that of adjacent trees and shrubs, which are to remain.

REMOVAL OF LITTER

Litter and debris removal shall be performed each cut cycle. Prior to mowing and trimming, the contractor shall locate and remove from each site all large items of debris, which may be torn,

ripped, or scattered by the mowers or trimmers. The method of removal shall be at the contractor's discretion. However, should the contractor fail to remove debris and its operation causes it to be scattered, payment for that site shall be withheld until all debris has been completely removed and disposed of. The litter shall be removed from the site prior to beginning any other work. Subdividing, ripping, or scattering litter by mowing shall not be allowed.

TRIM WORK (WEEDWHACKING/EDGING):

DESCRIPTION

The work covered by this Section consists of the routine trimming and edging of grass and the other vegetation with commercial grade, high production equipment. Trim work shall be accomplished around and/or along permanent objects including but not limited to, posts, poles, trees, shrubs, fences, sidewalks, columns, headwalls, etc. Unless otherwise specified, manual labor and equipment required to perform the work shall be incidental to the mowing being performed.

DAMAGE PREVENTION AND SAFETY

Special care shall be taken when trimming around trees and/or shrubs to avoid damaging surface roots and bark as well as fences and other items which are subject to damage by the trimming operation. All equipment utilized for trim work shall be equipped with adequate safety devices to protect the operator from flying debris. It shall be the contractor's responsibility to ensure that all trimming equipment operators are performing the work in a safe manner.

PAYMENT:

The contractor shall be paid for work accomplished and accepted for at the respective price per cut by location established in the bid document not later than 45 days from receipt of proper invoice. The contractor should invoice the County no more than once per month.

Payment shall be made only for actual quantities of work performed and accepted, provided certain payments have not been withheld as stipulated by these bid requirements.

TERMS:

The initial contract shall be awarded to the lowest responsive and responsible bidder(s) for a period of twenty-four (24) months from the date of the Board of County Commissioners approval, with the County reserving the right and option to extend the contract for an additional two (2) periods of twelve months each, if such is agreeable with the successful contractor.

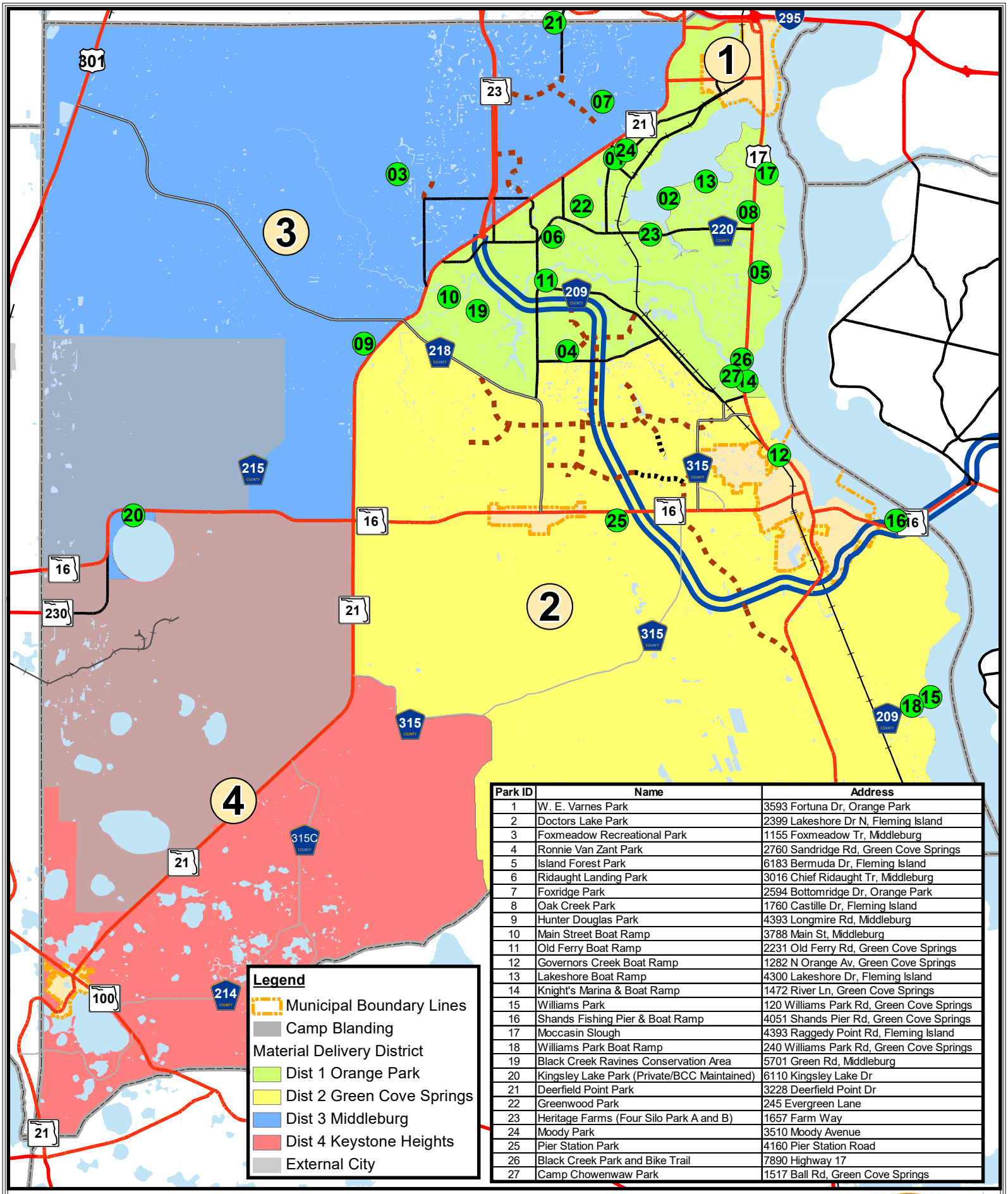
ADDITONAL SERVICES AND FEES:

If the County and/or contractor identifies any additional services to be provided by contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the contractor.

PERFORMANCE EVALUATION:

A work performance evaluation will be conducted periodically to ensure compliance with the resulting contract.

COMPOSITE ATTACHMENT B PARKS DISTRICT AREAS MAPS



Park ID	Name	Address
1	W. E. Varnes Park	3593 Fortuna Dr, Orange Park
2	Doctors Lake Park	2399 Lakeshore Dr N, Fleming Island
3	Foxmeadow Recreational Park	1155 Foxmeadow Tr, Middleburg
4	Ronnie Van Zant Park	2760 Sandridge Rd, Green Cove Springs
5	Island Forest Park	6183 Bermuda Dr, Fleming Island
6	Ridaught Landing Park	3016 Chief Ridaught Tr, Middleburg
7	Foxridge Park	2594 Bottomridge Dr, Orange Park
8	Oak Creek Park	1760 Castille Dr, Fleming Island
9	Hunter Douglas Park	4393 Longmire Rd, Middleburg
10	Main Street Boat Ramp	3788 Main St, Middleburg
11	Old Ferry Boat Ramp	2231 Old Ferry Rd, Green Cove Springs
12	Governors Creek Boat Ramp	1282 N Orange Av, Green Cove Springs
13	Lakeshore Boat Ramp	4300 Lakeshore Dr, Fleming Island
14	Knight's Marina & Boat Ramp	1472 River Ln, Green Cove Springs
15	Williams Park	120 Williams Park Rd, Green Cove Springs
16	Shands Fishing Pier & Boat Ramp	4051 Shands Pier Rd, Green Cove Springs
17	Moccasin Slough	4393 Raggedy Point Rd, Fleming Island
18	Williams Park Boat Ramp	240 Williams Park Rd, Green Cove Springs
19	Black Creek Ravines Conservation Area	5701 Green Rd, Middleburg
20	Kingsley Lake Park (Private/BCC Maintained)	6110 Kingsley Lake Dr
21	Deerfield Point Park	3228 Deerfield Point Dr
22	Greenwood Park	245 Evergreen Lane
23	Heritage Farms (Four Silo Park A and B)	1657 Farm Way
24	Moody Park	3510 Moody Avenue
25	Pier Station Park	4160 Pier Station Road
26	Black Creek Park and Bike Trail	7890 Highway 17
27	Camp Chowenwaw Park	1517 Ball Rd, Green Cove Springs

0 0.5 1 2 3 4 5 Miles

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

Exhibit A
Parks District Areas
Clay County, Florida

Created By:GIS Department
Map Prepared: Dec.17, 2020

0 15 30 60 90 120 150 Feet

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

File Name: W. E. Varnes Park_Outside_Area_Map_8.5x11

W. E. Varnes Park

Created By:GIS Department
Map Prepared: 6/11/2021

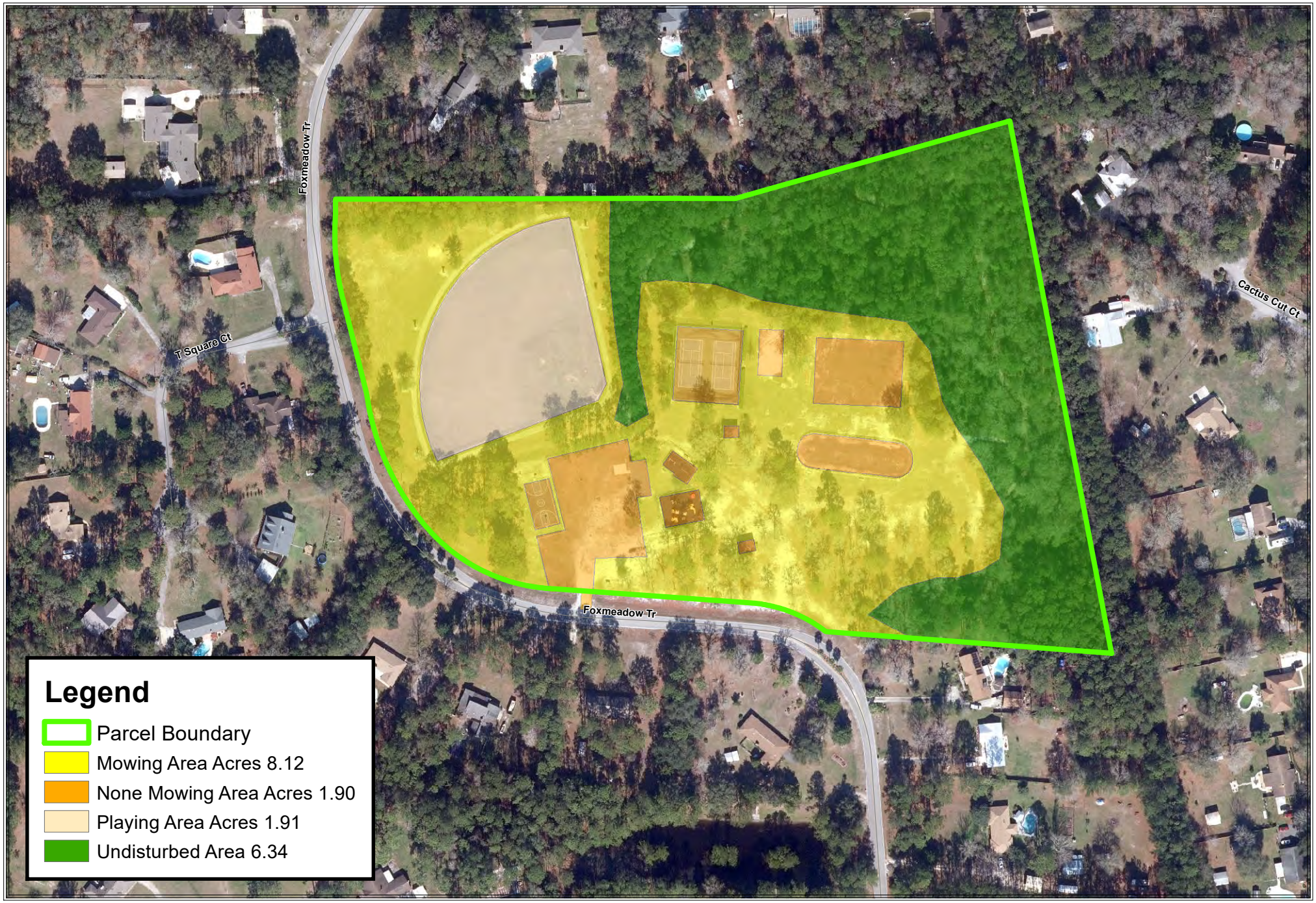
0 5 10 20 30 40 50 Feet

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

File Name: Doctors Lake Park_Outside_Area_Map_8.5x11

Doctors Lake Park

Created By:GIS Department
Map Prepared: 2/10/2022



0 37.5 75 150 225 300 375 Feet

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

File Name: Foxmeadow Recreational Park_Outside_Area_Map_8.5x11

Foxmeadow Recreational Park

Created By:GIS Department
Map Prepared: 6/11/2021

0 95 190 380 570 760 950 Feet

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

File Name: Ronnie Van Zant Park _Outside Area_Map_8.5x11

Ronnie Van Zant Park

Created By:GIS Department
Map Prepared: 2/10/2022

0 15 30 60 90 120 150 Feet

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

File Name: Island Forest Park_Outside_Area_Map_8.5x11

Island Forest Park

Created By:GIS Department
Map Prepared: 6/11/2021

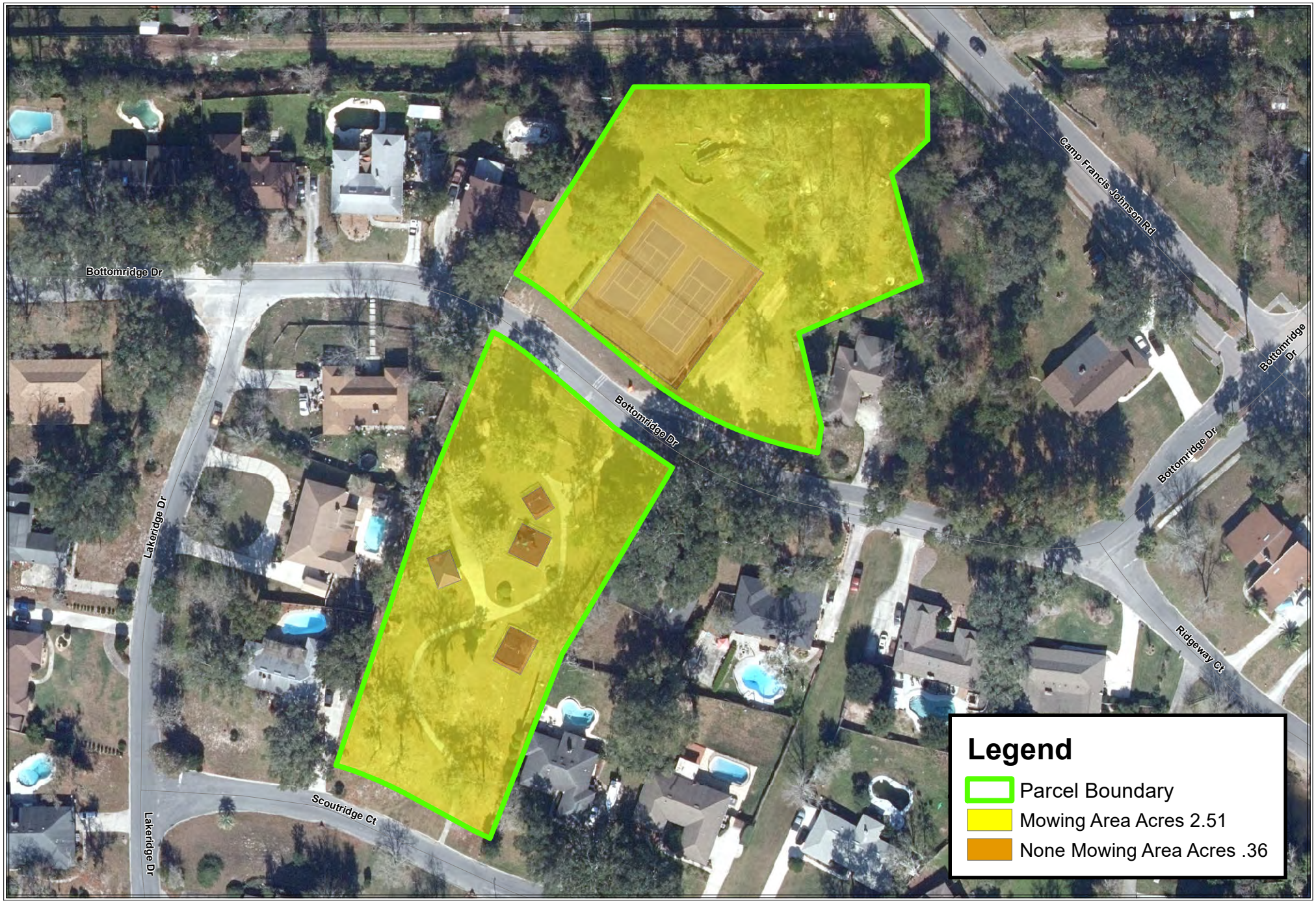
0 10 20 40 60 80 100 Feet

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

File Name: Ridaught Landing Park_Outside_Area_Map_8.5x11

Ridaught Landing Park

Created By:GIS Department
Map Prepared: 6/11/2021



0 15 30 60 90 120 150 Feet

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

File Name: Foxridge Park_Area_Map_8.5x11

Foxridge Park

Created By:GIS Department
Map Prepared: 6/11/2021

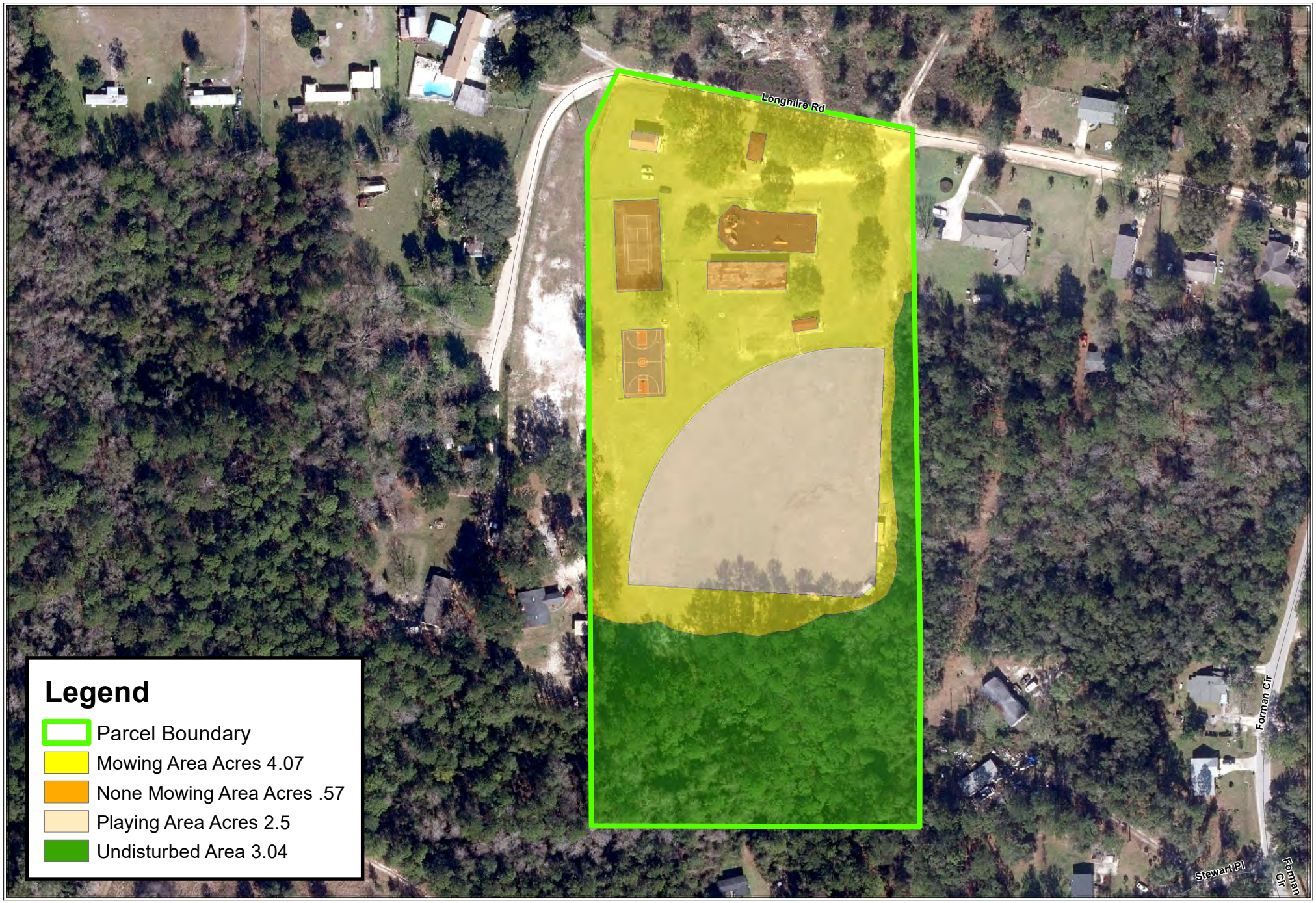
0 10 20 40 60 80 100 Feet

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

File Name: Oak Creek Park_Outside_Area_Map_8.5x11

Oak Creek Park

Created By:GIS Department
Map Prepared: 6/11/2021



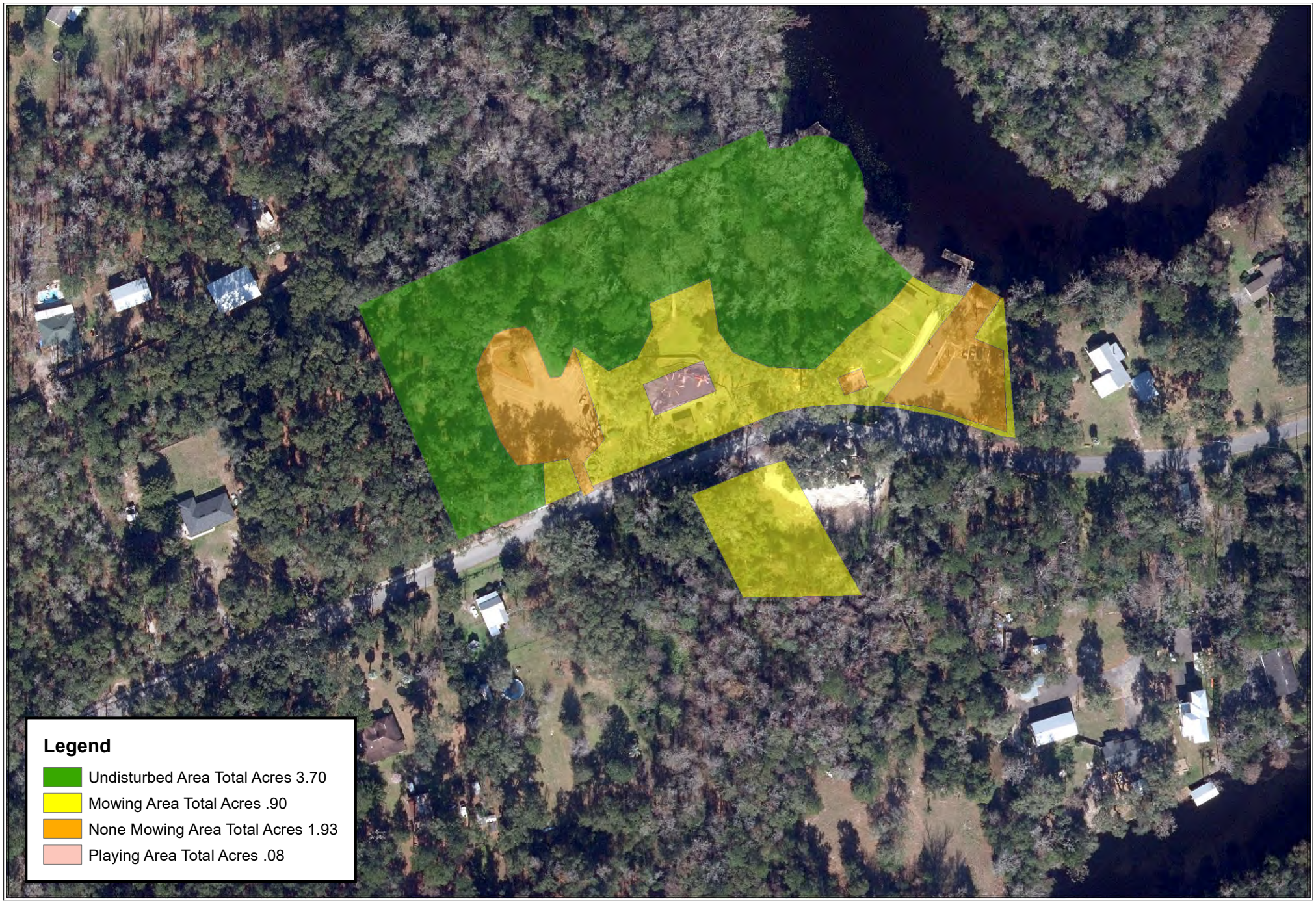
0 30 60 120 180 240 300 Feet

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

File Name: Hunter Douglas Park_Outside_Area_Map_8.5x11

Hunter Douglas Park

Created By:GIS Department
Map Prepared: 6/11/2021



0 30 60 120 180 240 300 Feet

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

File Name: Main Street Boat Ramp_Outside Area_Map_8.5x11

Master Sgt. John E. Hayes Memorial Park and Main Street Boat Ramp

Created By:GIS Department
Map Prepared: 2/10/2022

0 12.5 25 50 75 100 125 Feet

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

File Name: Old Ferry Boat Ramp_Map_8.5x11

Old Ferry Boat Ramp

Created By:GIS Department
Map Prepared: 2/14/2022

0 15 30 60 90 120 150 Feet

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

File Name: Governors Creek Boat Ramp_Map_8.5x11

Governors Creek Boat Ramp

Created By:GIS Department
Map Prepared: 2/14/2022

0 20 40 80 120 160 200 Feet

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

File Name: Lakeshore Boat Ramp_Map_8.5x11

Lakeshore Boat Ramp

Created By:GIS Department
Map Prepared: 2/14/2022

0 25 50 100 150 200 250 Feet

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

File Name: Knight's Marina & Boat Ramp_Outside Area_Map_8.5x11

Knight's Marina & Boat Ramp

Created By:GIS Department
Map Prepared: 2/10/2022

0 5 10 20 30 40 50 Feet

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

File Name: Williams Park_Map_8.5x11

Williams Park

Created By:GIS Department
Map Prepared: 2/14/2022

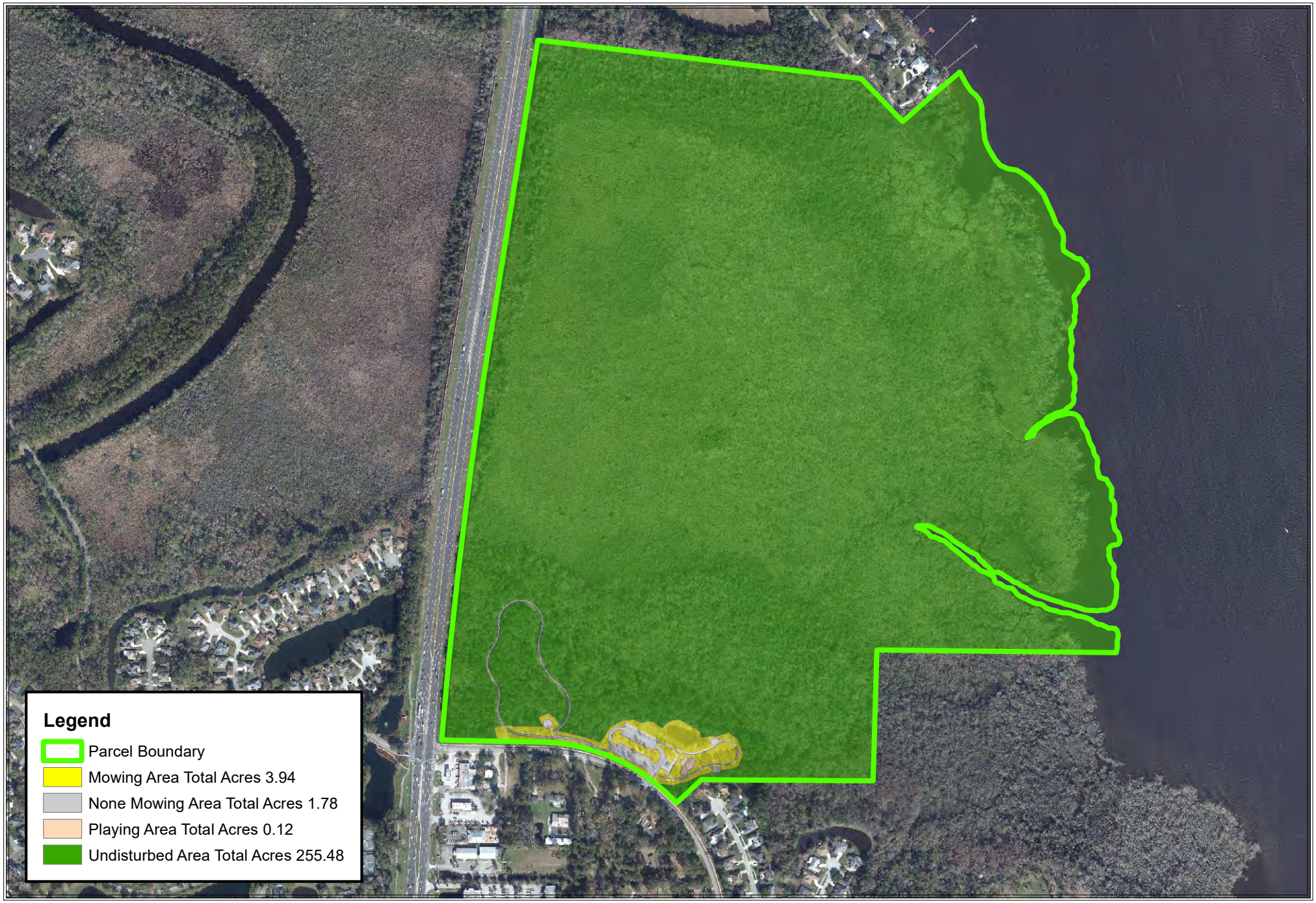
0 15 30 60 90 120 150 Feet

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

File Name: Shands Fishing Pier and Boat Ramp_Map_8.5x11

Shands Fishing Pier and Boat Ramp

Created By:GIS Department
Map Prepared: 2/14/2022



0 125 250 500 750 1,000 1,250 Feet

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

File Name: Moccasin Slough_Outside Area_Map_8.5x11

Moccasin Slough

Created By:GIS Department
Map Prepared: 2/10/2022

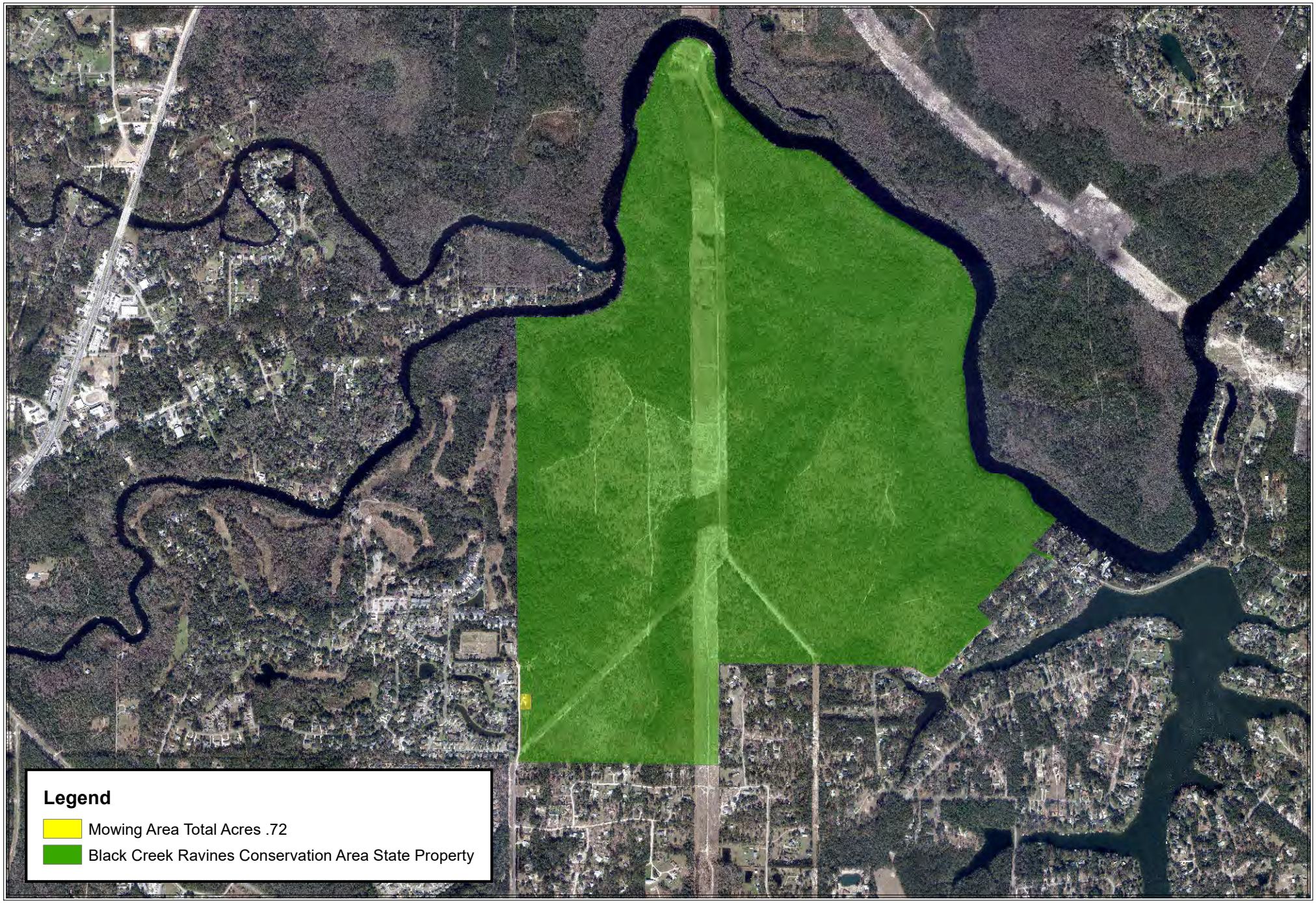
0 5 10 20 30 40 50 Feet

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

File Name: Williams Park Boat Ramp_Map_8.5x11

Williams Park Boat Ramp

Created By:GIS Department
Map Prepared: 2/14/2022



0 335 670 1,340 2,010 2,680 3,350 Feet

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

File Name: Black Creek Ravines Parking Area_Map_8.5x11

Black Creek Ravines Conservation Area

Created By:GIS Department
Map Prepared: 2/10/2022

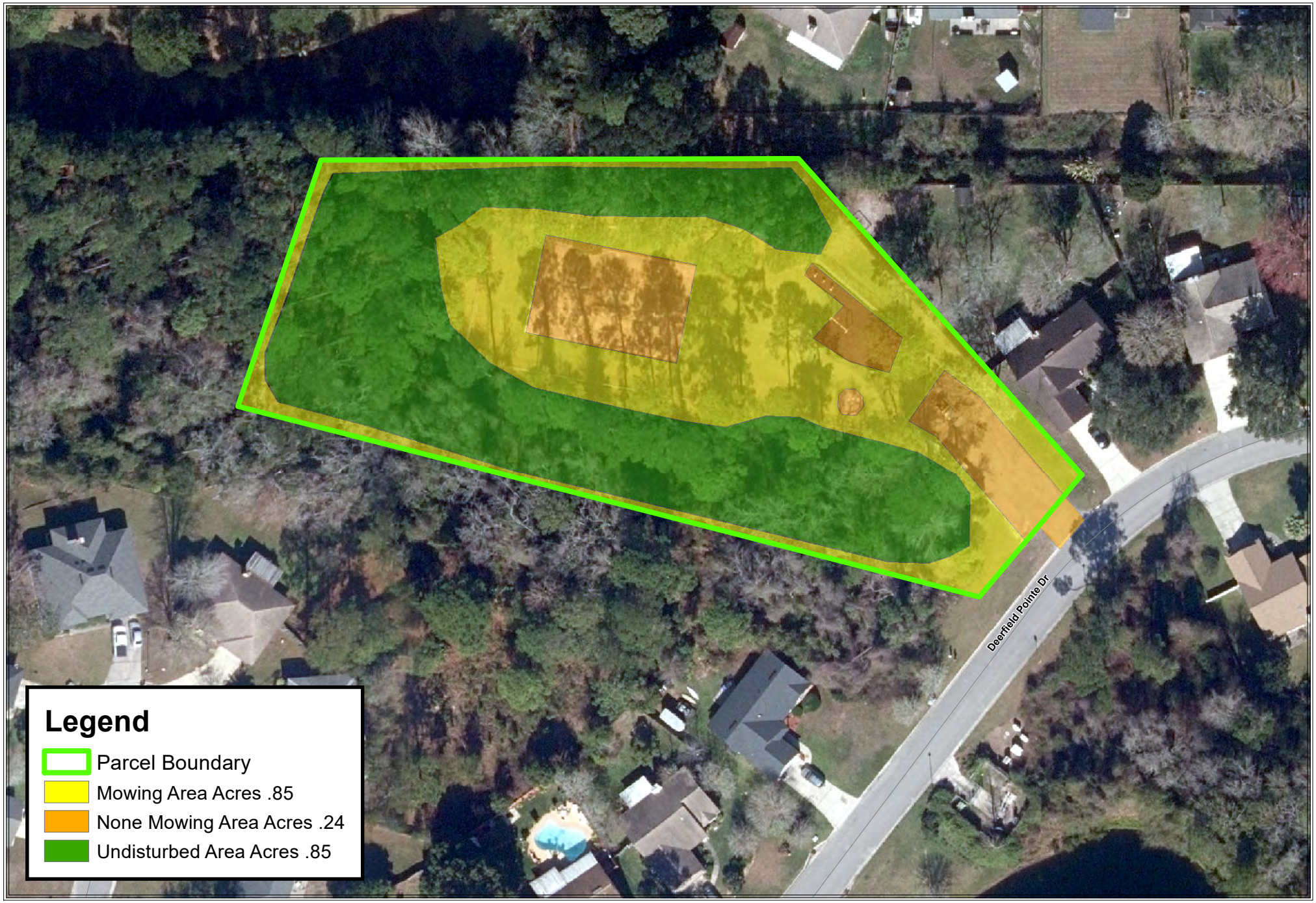
0 12.5 25 50 75 100 125 Feet

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

File Name: Kingsley Lake Park_Map_8.5x11

Kingsley Lake Park
(Stewart W. Beckett Sr Recreation Park)

Created By:GIS Department
Map Prepared: 2/14/2022



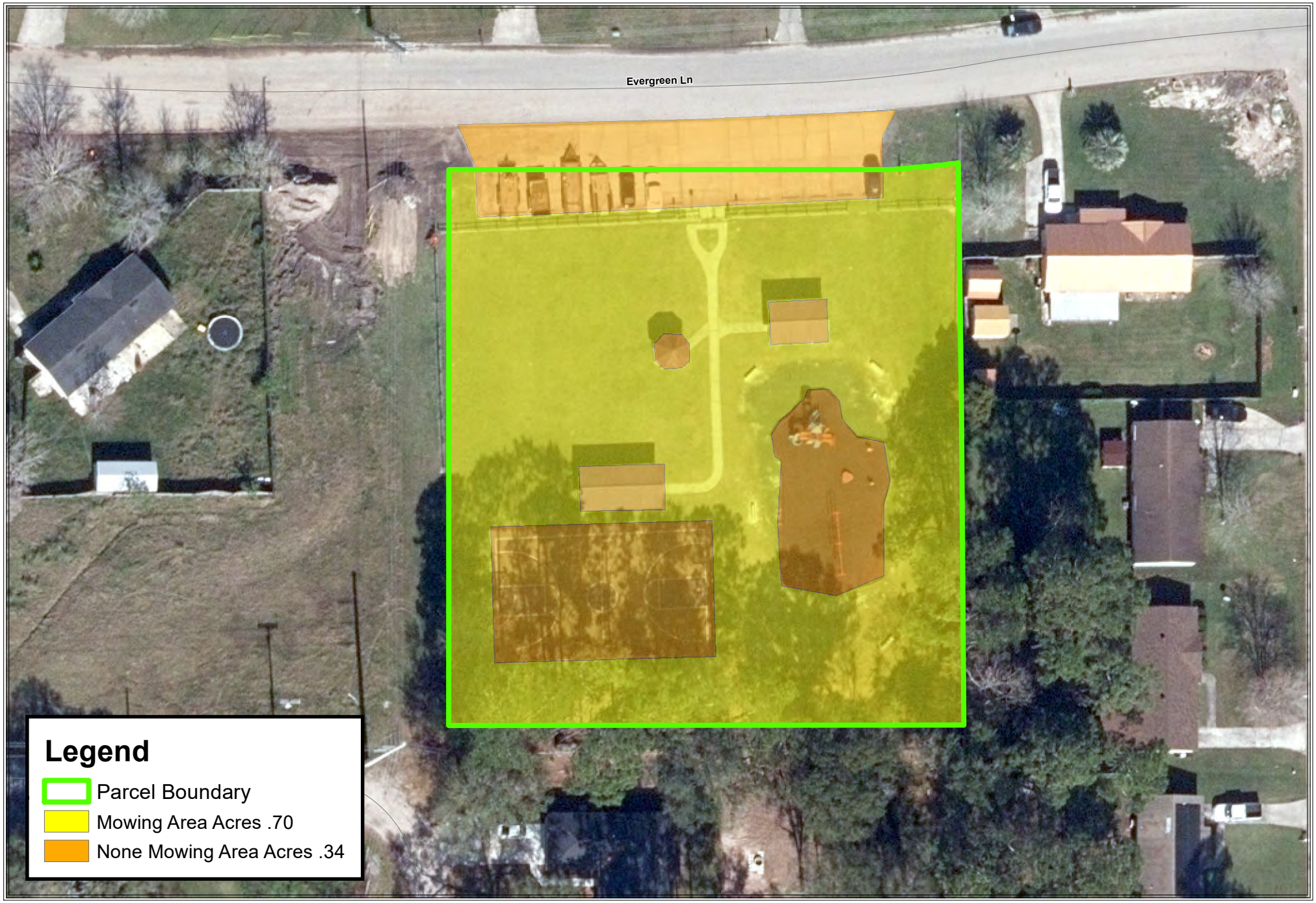
0 12.5 25 50 75 100 125 Feet

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

File Name: Deerfield Point Park_Outside_Area_Map_8.5x11

Deerfield Point Park

Created By:GIS Department
Map Prepared: 6/11/2021



0 5 10 20 30 40 50 Feet

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

File Name: Greenwood Park_Outside_Area_Map_8.5x11

Greenwood Park

Created By:GIS Department
Map Prepared: 6/11/2021

0 20 40 80 120 160 200 Feet

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

File Name: Four Silos Park_Outside_Area_Map_8.5x11

Four Silos Park

Created By:GIS Department
Map Prepared: 6/11/2021

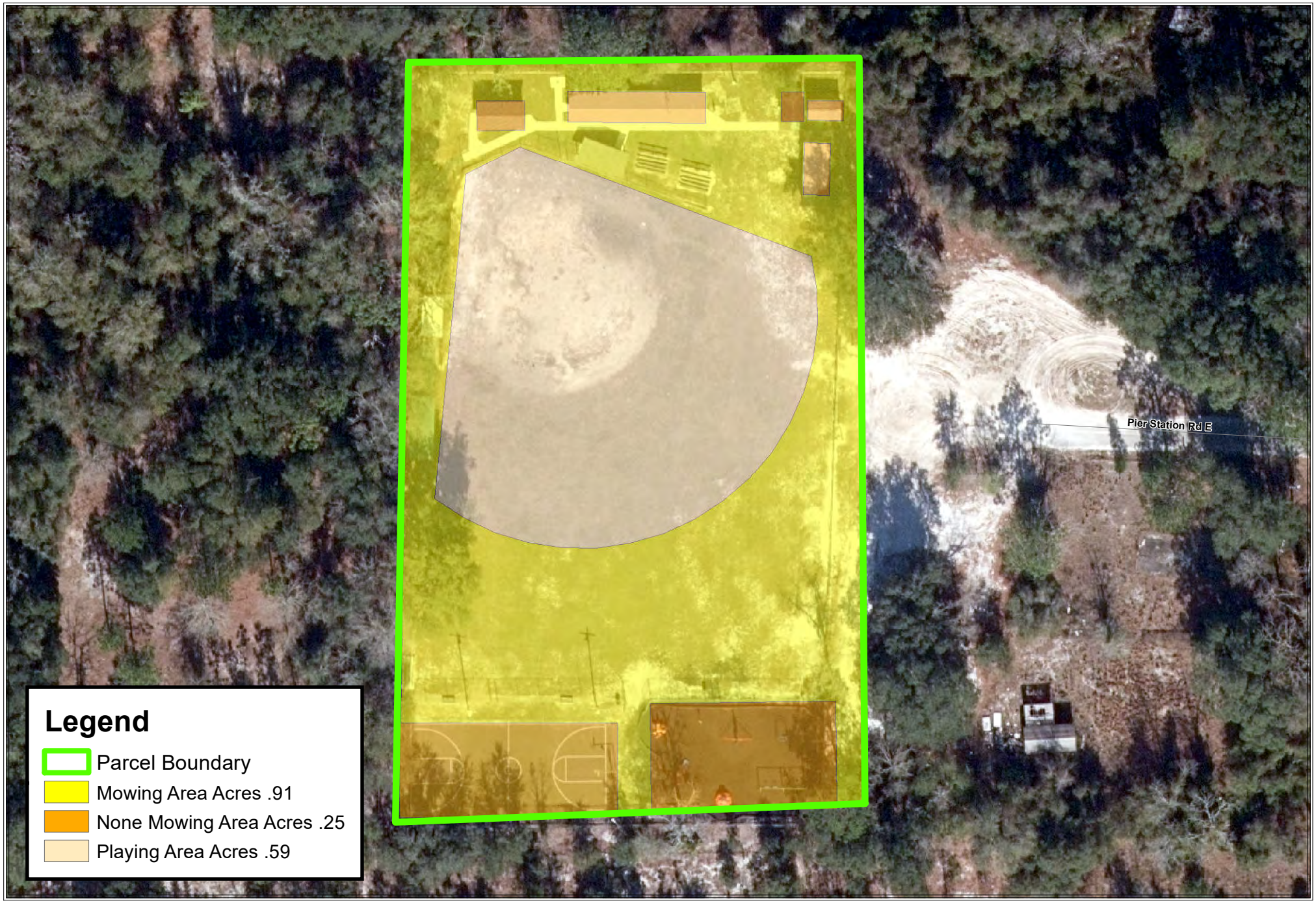
0 35 70 140 210 280 350 Feet

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

File Name: Moody Avenue Park_Outside_Area_Map_8.5x11

Moody Avenue Park

Created By:GIS Department
Map Prepared: 6/11/2021



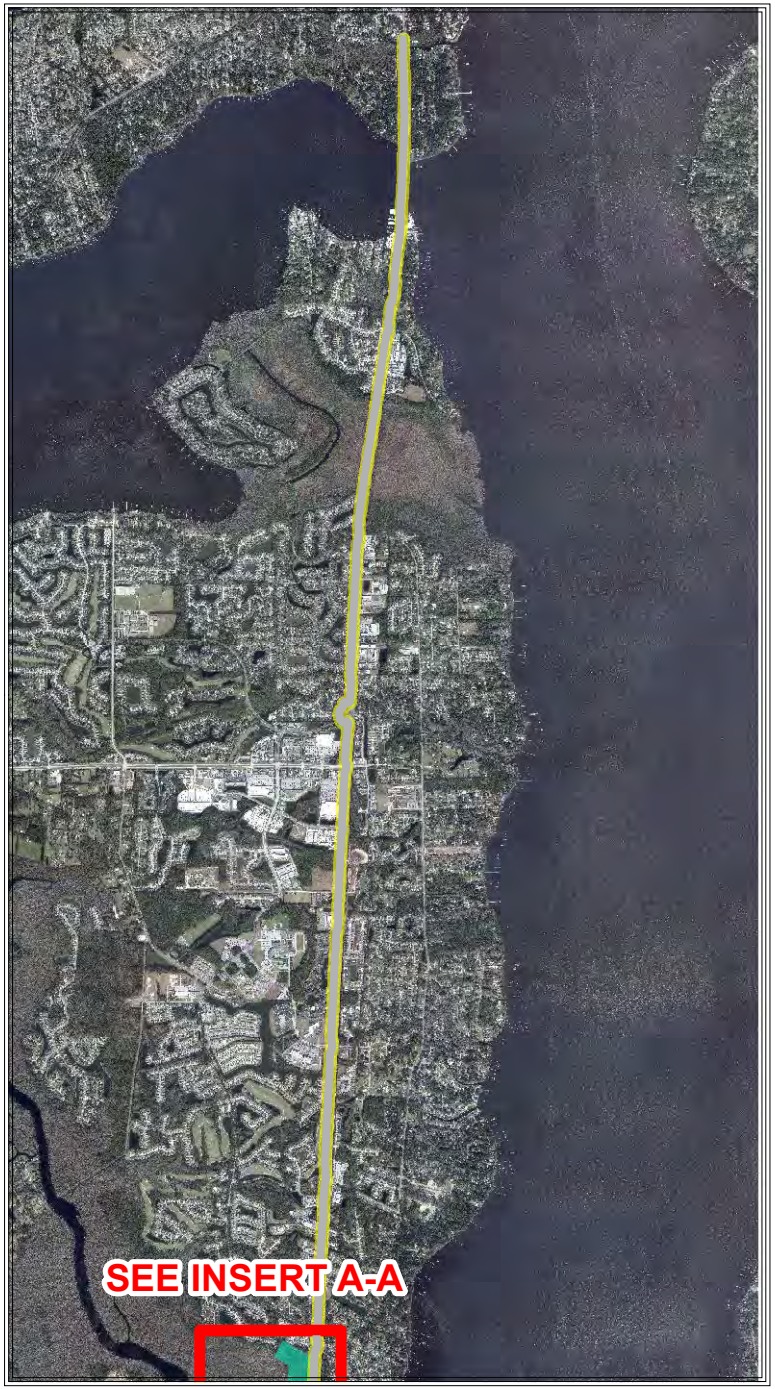
0 10 20 40 60 80 100 Feet

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

File Name: Pier Station Park_Outside_Area_Map_8.5x11

Pier Station Park

Created By:GIS Department
Map Prepared: 6/11/2021



0 120 240 480 720 960 1,200 Feet

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

File Name: Black Creek Park And Trail Area_Map_8.5x11

Black Creek Park And Trail

Created By:GIS Department
Map Prepared: 2/11/2022

0 115 230 460 690 920 1,150 Feet

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

File Name: Camp Chowenwaw Park_Outside Area_Map_8.5x11

Camp Chowenwaw Park

Created By:GIS Department
Map Prepared: 2/10/2022

ATTACHMENT C
PRICE SHEET

BID NO. 21/22-30, PARKS AND RECREATION MOWING
PRICE SHEET

ID#	Site Locations	District	Number of Cuts	Price Per Cut	Extended Total
1	W.E Varnes Park	1	38	100	3,800.00
2	Doctors Lake Park	1	38	40.00	1520.00
4	Ronnie Van Zant Park	1	38	2000.00	76,000.00
5	Island Forest Park	1	38	120.00	4560.00
6	Ridaught Landing Park	1	38	40.00	1520.00
8	Oak Creek Park	1	38	40.00	1520.00
10	Main Street Park	1	38	175.00	6650.00
11	Old Ferry Boat Ramp	1	38	40.00	1520.00
13	Lakeshore Boat Ramp	1	38	110.00	4180.00
14	Knights Marina	1	38	145.00	5,510.00
17	Moccasin Slough Park	1	38	190.00	7,220.00
19	Black Creek Ravines (Parking Area)	1	38	165.00	6270.00
22	Greenwood Park	1	38	40.00	1520.00
23	Heritage Farms (Four Silos) A	1	38	260.00	9880.00
23	Heritage Farms (Four Silos) B	1	38	260.00	9,880.00
24	Moody Ave Park	1	38	460.00	17,480.00

26	Black Creek Park & Trail	1	38	40.00	1520.00
27	Camp Chowenwaw Park	1	38	1175.00	44650.00
			TOTAL	**DISTRICT 1**	**$** 205,200.00

Total Bid Written Words for District 1:
two hundred five thousand two hundred + 00/100

ID#	Site Locations	District	Number of Cuts	Price Per Cut	Extended Total
12	Governors Creek (Boat Ramp)	2	38	50.00	1900.00
15	Williams Park	2	38	50.00	1900.00
16	Old Shads Pier	2	38	40.00	1520.00
18	Williams Boat Ramp	2	38	40.00	1520.00
25	Pier Station Park	2	38	45.00	1710.00
			TOTAL	**DISTRICT 2**	**$** 8550.00

Total Bid Written Words for District 2:
eight thousand five hundred fifty + 00/100

ID#	Site Locations	District	Number of Cuts	Price Per Cut	Extended Total
3	Fox Meadow Park	3	38	400.00	15,200.00
7	Foxridge Park	3	38	125.00	4750.00
9	Hunter Douglas Park	3	38	200.00	7600.00

20	Kingsley Lake Park	3	38	50	1900.00
21	Deerfield Point Park	3	38	40.00	1520.00
			TOTAL	**DISTRICT 3**	$ 30,970.00

Total Bid Written Words for District 3:

thirty thousand nine hundred seventy & 00/100

COMPANY NAME: GreenWay Lawn & Landscape

***Number of cuts is estimated at 38 cuts per year. This bid will be awarded by lowest price per district to one or more contractors.**

**The County reserves the right to request a more defined schedule of values from contractors.

Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days. The term bid bond shall include bonds or cashier or certified checks payable to the County.

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 19 1:00 PM

TO: Finance & Audit Committee DATE: 3/1/2022

FROM: Administrative and
Contractual Services

SUBJECT:
Approval of Fourth Amendment to Agreement #2019/2020-138 with EVOK Advertising & Design, Inc. at an annual fee amount of $205,479.00. Evok serves as the County's Advertising Agency of Record for the Tourism Department. The term of this Amendment is for the period of June 9, 2022 and ends on June 8, 2023.

Funding Sources: Tourist Development Fund / Tourism / Professional Services and Tourism Advertising/Marketing

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
This is the final renewal. These services will be re-bid next year.
Evok serves as the County's Advertising Agency of Record for the Tourism Department. Note Exhibit A - Fee Schedule/Yearly Budget Breakdown

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
Yes

Funding Sources: Tourist Development Fund / Tourism / Professional Services and Tourism Advertising/Marketing
Account # FD1009-CC1164-SC531000 Amount - $80,000.00
Account # FD1009-CC1164-SC548004 Amount - $125,479.00

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

Description

Amendment

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Wanamaker, Howard	Approved	4/13/2022 - 5:20 PM	Item Pushed to Agenda

Clay County Agreement/Contract No. 2019/2020-138 AM4

FOURTH AMENDMENT TO AGREEMENT FOR TOURISM DIVISION ADVERTISING AGENCY OF RECORD

This Fourth Amendment to Agreement for Tourism Division Advertising Agency of Record ("Fourth Amendment") is entered into on this ____ day of April, 2022 by and between Clay County, a political subdivision of the State of Florida (the "County"), and EVOK Advertising & Design, Inc. d/b/a EVOK, a Florida Profit Corporation ("Contractor").

RECITALS

WHEREAS, the County issued a Request for Proposal, RFP No. 19/20-7 ("RFP"), to solicit and engage a firm to assist the County's Tourism & Film Development Division ("Tourism Division") in providing marketing and advertising to promote the County and grow consumer engagement, awareness and perception; and

WHEREAS, on June 9, 2020, the parties entered into an Agreement for Tourism Division Advertising Agency of Record, Clay County Agreement/Contract No. 2019/2020–138 ("Agreement"), wherein the Contractor agreed to serve as the County's Advertising Agency of Record and perform the Services as set forth in the RFP and the Agreement (the "Services"); and

WHEREAS, on August 8, 2020, the parties entered into the First Amendment to the Agreement to add additional services to publicize the resumption of activities in the County and steps taken to protect the public in order to open venues and businesses, thereby generating economic activity, while mitigating the risks associated with the COVID-19 Pandemic to include Safer Event Video and Guide Services, Local Marketing Campaign Services, and Media Strategy Services. These services were paid by the County to the Contractor from a portion of the funding provided to the County from the Coronavirus Aid, Relief, and Economic Security (CARES) Act Fund. The term for the First Amendment ended on December 30, 2020; and

WHEREAS, the Agreement provides for Services in relation to the Tourism Division's website (www.exploreclay.com) that was launched in October 2020, including, but not limited to, Search Engine Optimization ("SEO") Services. On September 22, 2020, the parties entered into the Second Amendment to the Agreement to add additional services wherein the Contractor agreed to provide SEO services for the County's website (www.claycountygov.com) in the total amount of $30,000.00 during the term commencing on October 1, 2020 and ending September 30, 2021; and

WHEREAS, payment for Services by the County to the Contractor shall be made per the Fee Schedule, attached as Exhibit A to the Agreement, which shall be revised upon mutual agreement of the parties within thirty (30) days prior to the conclusion of each year of the three year term; and

WHEREAS, on April 27, 2021, the parties entered into the Third Amendment to the Agreement, a copy of which is attached hereto as **Exhibit B** inclusive of the Agreement and

incorporated herein by reference, to amend the Fee Schedule to increase the annual fee not to exceed amount for year 2 to $201,450.00, which reflected a 2% increase from the total advertising budget from year 1, provide for an estimated annual fee increase of 2% at the County's discretion in accordance with the estimated increase in the RFP, and allow for reallocation and carry over of any amounts not spent under a certain category or during a certain year at the County's discretion; and

WHEREAS, year 3 of this three year Agreement shall commence on June 9, 2022 and end on June 8, 2023; and

WHEREAS, the parties wish to enter into this Fourth Amendment to amend the Fee Schedule to increase the annual fee not to exceed amount for year 3 to $205,479.00, which reflects a 2% increase from the total not to exceed amount from year 2, and amend the budget amount for the Media/Marketing Planning and Buying category as set forth in the revised Fee Schedule attached hereto as **Exhibit A**; and

WHEREAS, the parties also wish to enter into this Fourth Amendment to amend provision 2.4 to clarify the termination/expiration procedure, amend provisions 3.2, 5.1, and 5.2 to address the County's new payment process, and amend Article 11 to include trademarks; and

WHEREAS, the parties desire to enter into this Fourth Amendment to amend the Fee Schedule for year 3 and amend certain provisions of the Agreement as set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. The Fee Schedule attached as Exhibit A to the Agreement as amended is hereby removed and replaced with the amended Fee Schedule attached to this Fourth Amendment as **Exhibit A**. The payment for Services by the County to the Contractor for year 3 of the Agreement commencing on June 9, 2022 and ending on June 8, 2023 shall be made in accordance with this amended Fee Schedule.

3. Provision 2.4 of Article 2 of the Agreement is hereby amended and replaced in its entirety with the following:

> 2.4. Upon the effective date of termination or expiration of this Agreement, the Contractor shall provide to the County all documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, drawings, artwork files, plans, maps, summaries, and other records, materials, and data relating to this Agreement (other than working papers) that have been accumulated by the Contractor, provided to the Contractor by the County, and/or prepared or developed by the Contractor on behalf

of the County and for which the Contractor has been paid to provide and perform the Services required to produce such documents. The Contractor agrees to provide these documents to the County within ten (10) business days of the County's request in such format and/or arrangement as requested by the County.

4. Invoices for payment shall now be sent to the Clay County Comptroller's office Accordingly, provision 3.2 of Article 3 and provisions 5.1 and 5.2 of Article 5 addressing the Paying Agent are hereby amended and replaced in their entirety with the following:

3.2. The Contractor shall invoice the County on a monthly basis. Invoices shall be submitted to the "Paying Agent", and the County shall pay the Contractor in accordance with the payment procedures in Article 5.

5.1. As used in this Article, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Tourism Division Director. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

5.2. Promptly upon receipt of an Invoice submitted under this Article, the Paying Agent and/or Tourism Division Director shall review the Invoice and may also review the Services as delivered, installed or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Tourism Division Director determine that the Invoice does not conform with the applicable requirements of the Agreement or this Article or that the Services within the scope of the Invoice have not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent and/or the Tourism Division Director shall notify the Contractor in writing that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

5. Article 11 of the Agreement is hereby amended and replaced in its entirety with the following:

ARTICLE 11. PATENTS/TRADEMARKS/COPYRIGHTS

11.1. Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented, trademarked, or copyrighted materials or other intellectual property in the performance of this Agreement.

11.2. The Contractor, without exception, will indemnify and hold harmless the County and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, trademarked, patented, or unpatented invention, process, or intellectual property that is manufactured, created, used, or supplied by the Contractor under this Agreement. In the event of any claim against the County of copyright, trademark, patent, or intellectual property infringement, the County will provide written notification to the Contractor. If such a claim is made, the Contractor shall take all provisional measures to protect and preserve the County's interests. Such provisional measures shall include using its best efforts to promptly purchase for the County any infringing products or services or procure a license at no cost to the County which will allow continued use of the intellectual property. If none of the alternatives are reasonably available, the County agrees to return the article or discontinue use of the work, product, logo, or phrase, etc. on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

6. The Contractor hereby certifies that the Scrutinized Companies Certification that was executed in compliance with Section 287.135(5), Florida Statutes is still valid.

7. Except as expressly provided herein, all other terms and conditions of the Agreement as amended by the Third Amendment and not affected by this Fourth Amendment are incorporated herein and shall remain in full force and effect.

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

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to the Agreement as of the date and year first written above.

EVOK ADVERTISING & DESIGN, INC. d/b/a EVOK

By: Terence Mooney

Print Name: Terence Mooney

Print Title: Partner, COO

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Wayne Bolla
Its Chairman

ATTEST:

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

F:\Contract\Tourism Department\EVOK Advertising Agency\1920-138 AM4.doc

EXHIBIT A
AMENDED
FEE SCHEDULE

"EXHIBIT A"

FEE SCHEDULE

Clay County Agreement/Contract No. 2019/2020–138
Agreement for Tourism Department Advertising Agency of Record

YEARLY BUDGET BREAKDOWN

CATEGORY	LINE ITEMS	YEAR 1 BUDGET AMOUNT	YEAR 2 BUDGET AMOUNT*	YEAR 3 BUDGET AMOUNT*
Monthly Retainer (includes Monthly Reporting of all Advertising/ Marketing)	• Account management and reporting • Dedicated Account Manager • Constant, consistent communication via email, phone, meetings • Budget and project management • Detailed monthly reporting (presented to and reviewed by TDC)	$2,500.00 /month ($30,000.00 /year)	$2,500.00 /month ($30,000.00 /year)	$2,500.00 /month ($30,000.00 /year)
Media/Marketing Planning and Buying (includes Search Engine Marketing)	• Paid advertising: placeholder pending further planning (includes PPC paid search campaigns) • Media planning, placement and management • Creative content to fulfill media plan • Analytics, optimization and reporting	$75,000.00 /year	$107,050.00 /year	$111,079.00 /year
Search Engine Optimization (SEO)	• Ongoing organic optimization, including: - Onsite optimization - Website performance management - Content for website growth including blogs - Backlink strategy and execution	$1,200.00 /month ($14,400.00 /year)	$1,200.00 /month ($14,400.00 /year)	$1,200.00 /month ($14,400.00 /year)
Destination Photography and Video	• Placeholder pending further planning • Budget will be used to efficiently grow the Clay County asset library	$20,000.00 /year	$20,000.00 /year	$20,000.00 /year

CATEGORY	LINE ITEMS	YEAR 1 BUDGET AMOUNT	YEAR 2 BUDGET AMOUNT*	YEAR 3 BUDGET AMOUNT*
Creative/Collateral Development	• Placeholder pending further planning • Parties will discuss and plan any collateral needs • Does not include printing	$20,000.00 /year	$20,000.00 /year	$20,000.00 /year
Contingency/ Overruns	• To be set aside for advantageous opportunities that come up during the year to be used in any category above	$10,000.00 /year	$10,000.00 /year	$10,000.00 /year
Total Yearly Budget*		**$169,000.00**	**$201,450.00**	**$205,479.00**

* The Third Amendment to the Agreement provides for an estimated annual fee increase of 2% at the County's discretion. Any amount(s) not spent in a respective Category identified in the Fee Schedule, may be reallocated to a different Category in the Fee Schedule.

EXHIBIT B
THIRD AMENDMENT AND AGREEMENT

In Re: Clay County Agreement/Contract No. 2019/2020–138

Third Amendment to Agreement for Tourism Division Advertising Agency of Record

This Third Amendment to Clay County Agreement/Contract No. 2019/2020–138 ("Third Amendment") is entered into on this 27th day of April, 2021 by and between Clay County, a political subdivision of the State of Florida (the "County") and EVOK Advertising & Design, Inc. d/b/a EVOK, a Florida corporation having a principal place of business address at 1485 International Parkway, Third Floor, Heathrow, Florida 32746 ("Contractor").

RECITALS

WHEREAS, the County issued a Request for Proposal, RFP No. 19/20-7 ("RFP"), to solicit and engage a firm to assist the County's Tourism & Film Development Division ("Tourism Division") in providing marketing and advertising to promote the County and grow consumer engagement, awareness and perception; and

WHEREAS, on June 9, 2020, the parties entered into an Agreement for Tourism Division Advertising Agency of Record, designated by the County as Clay County Agreement/Contract No. 2019/2020–138 ("Agreement"), a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference, wherein the Contractor agreed to serve as the County's Advertising Agency of Record and perform the Services as set forth in the RFP and the Agreement (the "Services"); and

WHEREAS, on August 8, 2020, the parties entered into the First Amendment to the Agreement, incorporated herein by reference, to add additional services to publicize the resumption of activities in the County and steps taken to protect the public in order to open venues and businesses, thereby generating economic activity, while mitigating the risks associated with the COVID-19 Pandemic to include Safer Event Video and Guide Services, Local Marketing Campaign Services, and Media Strategy Services. These services were paid by the County to the Contractor from a portion of the funding provided to the County from the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Fund. The term for the First Amendment expired on December 30, 2020; and

WHEREAS, the Agreement provides for Services in relation to the Tourism Division's website (www.exploreclay.com) that was launched in October 2020, including, but not limited to, Search Engine Optimization ("SEO") Services. On September 22, 2020, the parties entered into the Second Amendment to the Agreement, incorporated herein by reference, to add additional services not covered under the Agreement for the Contractor to provide SEO services for the County's website (www.claycountygov.com) to address usability, ranking, adjust and optimize the site for optimal migration, and enhance website performance at an annual fee of $30,000.00, payable in monthly installments of $2,500.00 by the County to the Contractor during the term commencing on October 1, 2020 and continuing through September 30, 2021; and

WHEREAS, the Agreement provides that the payment for Services by the County to the Contractor shall be made per the Fee Schedule, attached as Exhibit A to the Agreement. The

current Fee Schedule provides that annual fees shall not exceed a total amount of $169,000.00, which includes a monthly retainer in the amount of $2,500 plus any Services rendered; and

WHEREAS, the RFP Scope of Services, a copy of which is attached hereto as **Exhibit C**, provides that the advertising budget for year 1 of the initial term of the Agreement is approximately $197,500.00 with an estimated increase of 2% for years 2 through 5; and

WHEREAS, at the time the Agreement was entered into, a portion of the annual advertising budget had been allocated to other advertising commitments reducing the remaining annual advertising budget for year 1 to approximately $169,000.00; and

WHEREAS, due to the emerging COVID-19 public health emergency, the local emergency declaration, and uncertainty at the time in relation to the hospitality and tourism industry, the parties agreed to a Fee Schedule in the annual amount not to exceed $169,000.00; and

WHEREAS, the Agreement provides that the parties shall mutually agree upon a revised Fee Schedule thirty (30) days prior to the conclusion of the first year of the initial term and thirty (30) days prior to the conclusion of the second-year of the initial term; and

WHEREAS, the parties desire to amend the Fee Schedule for year 2 of the initial term to increase the annual fee not to exceed amount for year 2 to $201,450.00, which reflects a 2% increase from the total advertising budget from year 1 of $197,500.00, and to amend the budget amounts for each category identified in the Fee Schedule as set forth in the revised Fee Schedule, attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the parties also desire to amend the Agreement to provide for an estimated annual fee increase of 2% at the County's discretion and to allow for reallocation and carry over of any amounts not spent under a certain category or during a certain year at the County's discretion; and

WHEREAS, in accordance with the Agreement, the parties desire to enter into this Third Amendment to the Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The payment for Services by the County to the Contractor for year 2 of the Agreement shall be made in accordance with the revised Fee Schedule, attached hereto as **Exhibit A**. In accordance with the Agreement, the parties shall mutually agree upon a revised Fee Schedule for year 3 thirty (30) days prior to the conclusion of the second-year of the initial term.

2. Provision 3.1 of Article 3 of the Agreement is hereby supplemented and replaced

in its entirety with the following:

> The payment for Services by the County to the Contractor shall be made in accordance with the Fee Schedule, attached hereto as **Exhibit A**, as it may be amended by the parties and in effect from year to year during the initial term and any renewals to the Agreement. Any amount not spent in a category identified in the Fee Schedule, may be reallocated at the County's discretion to a different category in the Fee Schedule. Additionally, any amount not spent during a certain year may be carried over to the subsequent year at the County's discretion. The annual fee, which may be increased by 2% each year at the County's discretion, shall not exceed the total budget amount reflected in the Fee Schedule, as it may be amended and in effect from year to year. This amount includes the Services performed by the Contractor and all other expenses associated with the Contractor's performance of the Services.

3. The Contractor hereby certifies that the Scrutinized Companies Certification that was executed in compliance with Section 287.135(5), Florida Statutes is still valid.

4. In all other respects, the original terms and conditions of the Agreement, as amended, remain in full force and effect.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed on their behalf by their duly authorized representatives, all as of the date and year first written above.

EVOK ADVERTISING & DESIGN, INC. d/b/a EVOK

By: _____
Print Name: TERENCE MOONEY
Print Title: PARTNER, COO

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Mike Cella
Its Chairman

ATTEST:

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

F:\Contract\Tourism Department\EVOK Advertising Agency\1920-138 AM3.doc

"EXHIBIT A"

FEE SCHEDULE

Clay County Agreement/Contract No. 2019/2020–138

Agreement for Tourism Department Advertising Agency of Record

AVAILABLE BUDGET FOR YEAR 2: $201,450.00*

YEAR 2 BUDGET BREAKDOWN:

CATEGORY	LINE ITEMS	BUDGET AMOUNT**
Monthly Retainer (includes Monthly Reporting of all Advertising/Marketing)	• Account management and reporting • Dedicated Account Manager • Constant, consistent communication via email, phone, meetings • Budget and project management • Detailed monthly reporting (presented to and reviewed by TDC)	$2,500.00/month ($30,000.00/year)
Media/Marketing Planning and Buying (includes Search Engine Marketing)	• Paid advertising: placeholder pending further planning (includes PPC paid search campaigns) • Media planning, placement and management • Creative content to fulfill media plan • Analytics, optimization and reporting	$107,050.00/year
Search Engine Optimization (SEO)	• Ongoing organic optimization, including: - Onsite optimization - Website performance management - Content for website growth including blogs - Backlink strategy and execution	$1,200.00/month ($14,400.00/year)

CATEGORY	LINE ITEMS	BUDGET AMOUNT**
Destination Photography and Video	• Placeholder pending further planning • Budget will be used to efficiently grow the Clay County asset library	$20,000.00/year
Creative/Collateral Development	• Placeholder pending further planning • Parties will discuss and plan any collateral needs • Does not include printing	$20,000.00/year
Contingency/Overruns	• To be set aside for advantageous opportunities that come up during the year to be used in any category above	$10,000.00/year
Total Budget for Year 2		**$201,450.00**

* Year 3: Estimated 2% increase
Year 4: Estimated 2% increase
Year 5: Estimated 2% increase

** Any amount(s) not spent in a respective Category identified in the Fee Schedule, may be reallocated to a different Category in the Fee Schedule.

"EXHIBIT B"

ATTACHMENT A

Clay County Agreement/Contract No. 2019/20 - 138
Agreement for Tourism Division Advertising Agency of Record

This Agreement for Tourism Division Advertising Agency of Record ("Agreement") is made and entered into between Clay County, a political subdivision of the State of Florida (the "County") and EVOK ADVERTISING & DESIGN, INC. d/b/a EVOK, a Florida corporation having a principal place of business address at 1485 International Parkway, Third Floor, Heathrow, Florida 32746 ("Contractor"), as of the 9th day of JUNE, 2020 ("Effective Date").

RECITALS

WHEREAS, the County issued a Request for Proposal, RFP No. 19/20-7 ("RFP"), to solicit and engage a firm to assist the County's Tourism & Film Development Division ("Tourism Division") in providing marketing and advertising to promote the County and grow consumer engagement, awareness and perception; and

WHEREAS, the Contractor responded to the RFP with a proposal and pricing to offer the marketing and advertising services and the County selected Contractor based on Contractor's response ("Contractor's Response") and being the number one ranked firm by the evaluation committee; and

WHEREAS, the Contractor desires to provide the services to the County as set forth in the RFP, the Contractor's Response and under the terms and conditions set forth in this Agreement; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFP as well as the Contractor's Response apply to this Agreement and are incorporated herein by reference.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by the parties and all objections to the sufficiency and adequacy are hereby waived, the parties agree as follows:

ARTICLE 1. AWARD, AGREEMENT AND SERVICES

1.1 This Agreement serves as the formal and binding award of the RFP to the Contractor. The Contractor shall provide the services requested and set forth in the RFP and in the Contractor's Response to promote and encourage prosperous development of the County's tourism industry (hereinafter referred to as "Services").

1.2 The Services to be provided by the Contractor are summarized as follows:

The Contractor will work closely with the Tourism Division in growing, as measured by the Tourist Development Tax (TDT) collections, visitor related expenditures within the County and consumer engagement, awareness and perception, by performing services as follows:

a. Marketing Planning and Buying– Develop and execute an annual marketing strategy and plan to grow tourism with an emphasis on promoting the area using paid, owned and shared media and marketing strategies. Develop and execute advertising programs in coordination with the Tourism Division team and its partner program members that meet the overall marketing objectives.
b. Search engine marketing
c. Search engine optimization
d. Monthly ROI and KPI measurement, analytics, and tracking
e. Destination photography
f. Destination video
g. Collateral development
h. Collaboration with the Tourism Division team and any other contracted organizations as needed
i. Regular communication with Tourism Division team
j. Quarterly presentation to the Tourist Development Council
k. Administration to include financial maintenance, maintenance of related contracts, reporting and measurement

1.3 In providing the Services, the Contractor shall:

a. conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County;
b. avoid deceptive, misleading or unethical practices that are or might be detrimental to the County; and
c. not use any false, deceptive or misleading trade practices in the performance of the Services.

1.4 The terms of this Agreement, the RFP, and the Contractor's Response are intended to be read in conjunction with each other to every extent possible; however, in the event of a conflict, the documents shall control in the following priority: 1) this Agreement and any attachments hereto; 2) Contractor's Response; and 3) the RFP.

ARTICLE 2. TERM, TERMINATION

2.1 The term shall begin on the Effective Date and shall remain in effect for a period of three (3) years from the Effective Date.

2.2 The County has the sole option to renew the Agreement for two (2) additional one (1) year periods if it is deemed to be in the County's best interest to do so.

2.3 The County may terminate the Agreement, in whole or in part, at any time, for the County's convenience at any time upon sixty (60) days advanced written notice to Contractor. However, the County shall be responsible for payment for any Services that have been performed by the Contractor through the date of termination. Upon receipt of notice of termination, the Contactor shall (1) immediately discontinue all Services affected

unless notice directs otherwise and (2) deliver to the County the materials addressed in Article 2.4.

2.4 Upon termination of this Agreement, the Contractor will provide to the County all plans, studies, reports, estimates, summaries, artwork files, and such other information and materials as may have been accumulated by the Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

ARTICLE 3. COMPENSATION FOR SERVICES/FEE SCHEDULE

3.1 The payment for Services by the County to the Contractor shall be per the Fee Schedule, attached hereto as **Exhibit A.** The annual fees shall not exceed a total amount of $169,000.00. This amount includes the Services performed by the Contractor and all other expenses associated with the Contractor's performance of the Services.

3.2 The Contractor shall invoice the County on a monthly basis. Invoices shall be submitted to the Tourism Division Director, the "Paying Agent", and the County shall pay the Contractor in accordance with the payment procedures in Article 5.

3.3 The monthly Invoice shall include the monthly retainer amount of $2,500.00 plus any Services rendered per the Fee Schedule. The Invoice shall itemize and describe the Services performed by the Contractor during that month and for which the County is being billed. The Invoice shall state the amount remaining under each category in the Fee Schedule. Supporting records and documentation of the Services rendered shall accompany the Invoice. The Contractor shall also provide monthly written reports as outlined in Article 6.

3.4 The parties shall mutually agree upon a revised Fee Schedule thirty (30) days prior to the conclusion of the first year of the initial term and thirty (30) days prior to the conclusion of the second-year of the initial term.

3.5 The County shall not be responsible for paying for Contractor's expenses in the provision of the Services, including, but not limited to, Contractor's travel, per diem, courier service, telephone, postage, or copying charges, or other administrative expenses.

ARTICLE 4. ADDITIONAL SERVICES AND FEES

4.1 If the County identifies or the Contractor recommends any additional Services to be provided by Contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Contractor and be made a part of this Agreement by a written Addendum.

4.2 If the County identifies, or the Contractor recommends any additional Services to be provided by the Contractor that are not covered under the Agreement or scope of Services set forth in the Fee Schedule, that result in additional fees, such additional fees shall be mutually negotiated between the County and the Contractor and be made a part of this Agreement by a written Addendum.

ARTICLE 5. PAYMENT PROCEDURES

5.1 As used in this Article, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under this Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the Department Head of the County's department or division coordinating the Agreement to whom Invoices must be submitted; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. All payments for Services rendered shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

5.2 Promptly upon receipt of an Invoice submitted under this Article, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Services as delivered, installed, performed or to be performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of this Agreement or this Article or that the Services within the scope of the Invoice has not been properly delivered, installed, performed or to be performed in full accordance with this Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

5.3 By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

5.4 The parties will attempt to settle any payment dispute arising under this Article through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the County Manager between the Contractor's representative and the Paying Agent, to be held no later than 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Paying Agent shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

ARTICLE 6. MONTHLY REPORT AND QUARTERLY PRESENTATION

6.1 During the term of this Agreement, the Contractor shall provide a monthly written report to the Tourism Division Director and give a quarterly presentation to the Tourism Division Director and Clay County Tourist Development Council ("TDC").

6.2 Each monthly report shall include the following information:

a. Budget and project management;
b. Overview of marketing efforts, consistent with the Contractor's marketing plan and strategy that includes:
    - number and type of marketing efforts;
    - number and type of paid advertising;
    - media planning and content to fulfill the media plan;
    - social media campaigns and/or contests;
    - analytics, optimization and reporting;
    - search engine marketing and paid search campaign;
    - search engine optimization.
c. Overview of destination photography and video;
d. Estimate of the economic impact and growth as measured by the TDT, including visitor related expenditures created by the marketing and advertising;
e. Collateral development;
f. Projects;
g. Research, including social media trends and visitor database and recommendations regarding how TDC can expand its audience; and
h. Timeframe and marketing plan for remaining services.

ARTICLE 7. TAXES

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

ARTICLE 8. APPROPRIATED FUNDS

The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

ARTICLE 9. PUBLIC RECORDS

9.1 The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The

Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

(a) Keep and maintain public records required by the County to perform the services required under the Agreement;

(b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,

(d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.2 The Contractor's failure to comply with the requirements of Article 9 shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

9.3 The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

(a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

ARTICLE 10. SCRUTINIZED COMPANIES

In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

ARTICLE 11. PATENTS AND ROYALTIES

Unless otherwise provided, the Contractor will be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the Agreement. The Contractor, without exception, will indemnify and hold harmless the County and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured, created, or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County will promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license at no cost to the County which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

ARTICLE 12. INDEMNIFICATION; SOVEREIGN IMMUNITY

12.1 The Contractor shall promptly defend, indemnify, hold the County harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, attorney's fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Contractor's performance or breach of this Agreement.

12.2 With respect to any indemnification by the County provided under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

ARTICLE 13. NOTICE

All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS,

Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:

EVOK ADVERTISING & DESIGN, INC
1485 International Parkway, Ste. 3000
Lake Mary, Florida 32746
Attention: Larry Meador

If to County:

Clay County Board of County Commissioners
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: County Manager

ARTICLE 14. INSURANCE

The Contractor shall comply with all insurance requirements stated in the RFP. The Contractor shall secure and maintain in effect at all times during the term of this Agreement, and any renewal terms hereof, a general liability insurance policy, automobile liability insurance policy, workers compensation/employers liability policy, and professional liability insurance policy in the minimum amounts stated in the RFP. Either prior to, or simultaneously with the execution of this Agreement, the Contractor must deliver certificates of insurance for the required insurance coverage to the County naming "Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear" as "Additional Insured." The certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or nonrenewal to be provided to the County. If any required insurance coverage is canceled, terminated or revoked, the Contractor agrees to immediately suspend its operations until replacement insurance is obtained and verified.

ARTICLE 15. RELATIONSHIP

The Contractor is an independent contractor to the County in provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of the County.

ARTICLE 16. AUTHORITY

Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute the Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

ARTICLE 17. GOVERNING LAW AND VENUE

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

ARTICLE 18. NON-ASSIGNABLE; SUBCONTRACTING

All Services shall be performed exclusively by the Contractor and shall not be assigned to another entity without prior written permission of the County. The Contractor may not subcontract any Services to be provided pursuant to this Agreement. Neither this Agreement nor any of the Contractor's rights or obligations may be assigned by the Contractor unless agreed to by the parties in writing.

ARTICLE 19. CONFLICT OF INTEREST

Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

ARTICLE 20. AMENDMENT OR MODIFICATION OF AGREEMENT

The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. No alteration or modification of the Agreement terms shall be valid or binding against the County. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto the Contractor's documents forwarded by the Contractor to the County for payment.

ARTICLE 21. FURTHER ASSURANCES

Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

ARTICLE 22. WAIVER

No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

ARTICLE 23. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

ARTICLE 24. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date:

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Gayward F. Hendry
Its Chairman

ATTEST:

_____
Howard Wanamaker
County Manager and Clerk of the Board of County Commissioners

EVOK ADVERTISING & DESIGN, INC d/b/a EVOK

By: Terry Mooney
Print Name: Terry Mooney
Print Title: Partner, COO

F:\Contract\Tourism Department\EVOK Advertising Agency\Evok Draft Advertising Agency Agreement 052620 v3.docx

ATTACHMENT B

"EXHIBIT A"

FEE SCHEDULE

Clay County Agreement/Contract No. 2019/20-

Agreement for Tourism Department Advertising Agency of

Record AVAILABLE YEARLY BUDGET: $169,000.00

YEARLY BUDGET BREAKDOWN:

CATEGORY	LINE ITEMS	BUDGET AMOUNT
Monthly Retainer (includes Monthly Reporting of all Advertising/Marketing)	• Account management and reporting • Dedicated Account Manager • Constant, consistent communication via email, phone, meetings • Budget and project management • Detailed monthly reporting (presented to and reviewed by TDC)	$2,500.00/month ($30,000.00/year)
Marketing Planning and Buying (includes Search Engine Marketing)	• Paid advertising: placeholder pending further planning (includes PPC paid search campaigns) • Media planning, placement and management • Creative content to fulfill media plan • Analytics, optimization and reporting	$75,000.00/year
Search Engine Optimization	• Ongoing organic optimization, including: - Onsite optimization - Website performance management - Content for website growth including blogs - Backlink strategy and execution	$1,200.00/month ($14,400.00/year)
Destination Photography and Video	• Placeholder pending further planning	$30,000.00/year

CATEGORY	LINE ITEMS	BUDGET AMOUNT
	• Budget will be used to efficiently grow the Clay County asset library	
Collateral Development	• Placeholder pending further planning • Parties will discuss and plan any collateral needs • Does not include printing	$10,000.00/year
Contingency/Overruns	• To be set aside for advantageous opportunities that come up during the year to be used in any category above	$9,600.00/year
Total Yearly Budget		**$169,000.00**

"EXHIBIT C"

RFP NO. 19/20-7, TOURISM DEPARTMENT ADVERTISING AGENCY OF RECORD

(Provided by Tourism Department)

PURPOSE

Clay County is soliciting sealed bids for the Tourism Department's Advertising Agency of Record. The purpose of this bid is to promote Clay County through advertisement. The bid shall remain in effect for three (3) years from the date of award by the Board of County Commissioners, with the County reserving the right and option to extend the bid for an additional two (2) twelve-month periods.

Destination assets include special events, Camp Chowenwaw treehouse point, the spring and spring-fed swimming pool in Green Cove Springs, outdoor and nature activities like hiking, cycling, kayaking, boating and fishing.

SCOPE OF SERVICES

The role of the agency will be to assist the Tourism Department in growing as measured by the Tourist Development Tax (TDT) collections, visitor related expenditures within Clay County and consumer engagement, awareness and perception.

- Marketing Planning and Buying– Develop and execute an annual marketing strategy and plan to grow tourism with an emphasis on promoting the area using paid, owned and shared media and marketing strategies. Develop and execute advertising programs in coordination with the Tourism Department team and its partner program members that meet the overall marketing objectives.
- Search engine marketing
- Search engine optimization
- Monthly ROI and KPI measurement, analytics, tracking and reporting destination videography
- Destination photography
- Destination video
- Collateral development
- Collaboration with the Tourism Department Team and any other contracted organizations as needed
- Regular communication with Tourism Department team
- Quarterly presentation to the Tourism Development Council
- Administration to include financial maintenance, maintenance of related contracts, reporting and measurement

Current Activity:

Clay County Tourism Department contracted EVOK Advertising to build the first-ever stand-alone tourism website for Clay County: www.ExploreClay.com. Expected launch is summer of 2020.

Clay County Tourism Department contracted Airstream Ventures for a group sports sales and marketing effort. Airstream Ventures will be attending tradeshows and marketing Clay County

as a destination for non-traditional sporting events. They've already been able to deliver the USA Cycling National Amateur Road Championships for June 2020 and June 2021.

Clay County is an emerging destination that is still in the building phases. The Clay County Tourist Development Council has completed the following projects, which are available upon request or at www.exploreclay.com:

- Strategic Plan
- Visitor Profile Research
- Awareness/Perception Research
- Fairgrounds Master Plan

Fee Proposal shall include:

- Provide fully comprehensive pricing information for the following:
    - Monthly retainer
    - Marketing planning & buying
    - Search engine marketing
    - Search engine optimization
    - Monthly reporting of all advertising/marketing
    - Destination photography
    - Destination video
    - Collateral development
- Provide a list of additional services and fees

Selection:

The RFP will be awarded to the responsible Bidder submitting a Bid determined to provide the best value to the County with qualifications, fee schedule, approach, and other applicable factors considered.

Inclusive available annual advertising budget for items listed in the scope of work and any monthly retainer are as follows:

- Year 1 (FY19-20): approximately $197,500 (Includes website launch campaign)
    - Please note some ad commitments have already been made including, but not limited to:
        - VISIT FLORIDA co-op – Undiscovered Florida ($7,585.00 coming out of FY19/20 budget)
        - VISIT FLORIDA co-op – Outdoor Photographer ($2,860.00 coming out of FY19/20 budget)
        - VISIT FLORIDA co-op – Atlanta Parent ($5,700 coming out of FY19/20 budget)
        - VISIT FLORIDA co-op – 365 Atlanta ($4,800 already paid from FY18/19)
        - VISIT FLORIDA co-op – Official Vacation Planner & Listing ($7,806.60 coming out of FY19/20 budget)
        - Google My Business Part 2 Project - $5,250 coming out of FY19/20 budget)
- Please note that this makes the remaining budget – $168,298.40

- Year 2: estimated 2% increase
- Year 3: estimated 2% increase
- Year 4: estimated 2% increase
- Year 5: estimated 2% increase

PAYMENT

Vendor may request payment no more than once monthly, based on the amount of work completed or agreed upon monthly retainer that would include and record all media and service purchases on the County's behalf with prior approval. Vendor shall submit one (1) invoice per month to Clay County Tourism Department for all advertising services.

In addition to the invoice submitted, the Vendor shall prepare a report showing key performance indicators of advertising purchased on the County's behalf.

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 19 1:00 PM

TO: Commission DATE:

FROM: Purchasing Department

SUBJECT:
Approval of Fifth Supplemental Agreement to Agreement 2016/2017-51, Professional Engineering Services CR220 Widening Project from West of Henley Road to East of Little Black Creek with Eisman & Russo in the amount of $86,274.93.

Funding Source: CIP Fund / Capital Improvement Element / CR220-Henley Road to Knight Box / Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This Supplemental involves additional services to address the scope changes to Phase I to include the development of two sets of construction plans, estimates, bid packages, and permits in relation to the first phase from Hollars Place to east of Henley Road and second phase from east of Henley Road ending at Knight Boxx Road and to include redesign of a portion of the existing drainage system to address cost saving measures.

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
Yes

Funding Source: CIP Fund / Capital Improvement Element / CR220-Henley Road to Knight Box / Infrastructure
Account # FD3003-CC1231-PRJ100171-SC563000 Amount - $86,274.93

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

	Description
🗋	SA

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Purchasing	Wanamaker, Howard	Approved	4/13/2022 - 5:21 PM	Item Pushed to Agenda

Clay County Agreement/Contract No.: 2016/2017-51 SA5

FIFTH SUPPLEMENTAL AGREEMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR CR 220 WIDENING FROM WEST OF HENLEY ROAD TO EAST OF LITTLE BLACK CREEK

This Fifth Supplemental Agreement to the the Professional Engineering Services Agreement CR 220 Widening from West of Henley Road to East of Little Black Creek is entered into as of this ____ day of April, 2022, by and between Clay County, a political subdivision of the State of Florida (the "County") and Eisman & Russo, Inc., a Florida Profit Corporation (the "Contractor").

RECITALS

WHEREAS, on December 13, 2016, the parties entered into the Professional Engineering Services Agreement for CR 220 Widening from West of Henley Road to East of Little Black Creek, Clay County Agreement/Contract No.: 2016/2017-51 (the "Agreement"), incorporated herein by reference, to provide for the design of the CR 220 Widening from West of Henley Road to East of Little Black Creek, as set forth in RFQ No: 15/16-7 (the "Project"); and

WHEREAS, the Project includes the design, right-of-way acquisition, construction, and CEI, which will reconstruct the existing CR 220 from a 2-lane rural to a 4-lane urban divided roadway within the Project limits; and

WHEREAS, the County and the State of Florida, Department of Transportation (FDOT) have coordinated the approach to the Project due to the combined financial effort between the County and FDOT, and the Contractor has previously coordinated with the County and FDOT to identify the additional design scope for the Project; and

WHEREAS, the Contractor performed the preliminary design, Phase I, which included survey, geotechnical exploration, environmental data, hydrology study, and the development of a conceptual design to support FDOT in preparation of a PD&E Report to determine the best approach for the Project in the lump sum amount of $530,762.60; and

WHEREAS, on February 27, 2018, the parties entered into the First Supplemental Agreement, incorporated herein by reference, to amend the scope of services and provide for the Contractor to proceed with Phase II, to include the design and permitting efforts required for the 4-lane reconstruction of the corridor associated with the Project in the lump sum amount of $749,796.29; and

WHEREAS, during Phase II, an intersection study was performed for the intersection at CR 220 and Henley Road, which determined that the intersection would need to be redesigned to function at a higher rating in a projected traffic study; and

WHEREAS, on February 12, 2019, the parties entered into the Second Supplemental

Agreement, incorporated herein by reference, to amend the scope of services under Phase II and provide for the Contractor to perform the design and permitting of a newly proposed Quadrant Intersection at Henley Road and the related extension of the roadway reconstruction limits along CR 220 and Henley Road in the lump sum amount of $336,689.96; and

WHEREAS, on March 9, 2021, the parties entered into the Third Supplemental Agreement, incorporated herein by reference, to provide for the Contractor to perform additional services under Phase II related to surveying, mapping, geotechnical analysis, environmental analysis and design efforts needed to relocate the proposed wet detention pond at Joe Johns Rd to a new site along the south side of CR 220 and to provide 10-yr floodplain mitigation at the request of FDOT in the lump sum amount of $172,338.74; and

WHEREAS, on March 22, 2022, the parties entered into the Fourth Supplemental Agreement, incorporated herein by reference, to provide for the Contractor to perform additional services intended to cover additional utility design/coordination and mapping efforts required to subordinate existing CCUA utility easements along the corridor, right-of-way map modifications to change three proposed roadway easements from temporary to permanent per recent FDOT request, additional subsurface utility exploration efforts to clear locations for shifting three proposed signal poles to accommodate the planned Clay Electric overhead relocations, and lighting analysis and design services for the three proposed intersections to this Project in the lump sum amount of $91,088.00; and

WHEREAS, the parties desire to supplement the Agreement to provide for the Contractor to perform additional services to address the scope changes to Phase I to include the development of two sets of construction plans, estimates, bid packages, and permits in relation to the first phase from Hollars Place to east of Henley Road and second phase from east of Henley Road ending at Knight Boxx Road and to include redesign of a portion of the existing drainage system to address cost saving measures in the lump sum amount of $86,274.93; and

WHEREAS, the parties desire to enter into this Fifth Supplemental Agreement to supplement the Agreement to include these additional services to be performed by the Contractor in relation to the Project as set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The Agreement is hereby supplemented to include the Phase I additional services identified in **Attachment A**. The Contractor shall perform the services identified in the Phase I Scope Additions attached hereto as **Attachment A** and incorporated herein by reference.

2. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Project. The Contractor agrees to timely perform all services as provided for in the Agreement, as amended. The date on which days will begin to be charged to the services under this Fifth Supplemental Agreement shall be the date the County issues a

Notice to Proceed to the Contractor ("Notice to Proceed Date"). The Contractor shall complete the design services under this Fifth Supplemental Agreement within six (6) months of the Notice to Proceed Date. The Contractor shall continue to provide post-design services through the construction close-out/final inspection for the work associated with the Project.

3. The total compensation to be paid by the County to the Contractor for the services to be performed under this Fifth Supplemental Agreement in relation to the Project shall not exceed the **total lump sum amount of $86,274.93**. This amount includes the services performed by the Contractor and its subconsultants, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Contractor's performance of the services.

4. Payments will be made by the County to the Contractor for all services actually, timely and satisfactorily rendered, in monthly increments based on the values set forth in the Fee Summary attached hereto as **Attachment B** and incorporated herein by reference. The Contractor shall submit an invoice to Clay County Comptroller's office by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable, no more than once per month based on the amount of services done or completed. The amount of the monthly payment shall be the total value of the services rendered to the date of the invoice, based on the values set forth in **Attachment B**, less requests previously submitted and payments made. All payments will be governed by the Local Government Prompt Payment Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

5. The Contractor hereby certifies that the Scrutinized Companies Certification that was executed in compliance with Section 287.135(5), Florida Statutes is still valid.

6. Except as expressly provided herein, all other terms and conditions of the Agreement, as amended and supplemented, not affected by this Fifth Supplemental Agreement are incorporated herein and shall remain in full force and effect.

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

[*Signatures appear on following page.*]

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Supplemental Agreement as of the date and year first written above.

EISMAN & RUSSO, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Wayne Bolla
Its Chairman

ATTEST:

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

Contract Price	$ 530,762.60
SA #1 Lump Sum	$ 749,796.29
SA #2 Lump Sum	$ 336,689.96
SA #3 Lump Sum	$ 172,338.74
SA #4 Lump Sum	$ 91,088.00
SA #5 Lump sum	$ 86,274.93
Adjusted Contract Price	$1,966,950.52

F:\Contract\engineering\Eisman & Russo 1617-51 re CR 220 Widening\1617-51 SA5.doc

Scope of Services
CR 220 ROADWAY IMPROVEMENTS
WEST OF HENLEY ROAD TO EAST OF LITTLE BLACK CREEK
PHASE 1 SCOPE ADDITIONS

Project Description

Eisman & Russo (E&R) has previously coordinated with the County's Project Manager to identify the desired additional design scope related to the proposed roadway improvements project. The project is located in Clay County, FL along CR 220 (Doctors Inlet Road) between Hollars Place and CR 220B (Knight Boxx Road).

Clay County and FDOT are partnering to complete the design, ROW Acquisition, construction, and CEI for this project which will reconstruct the existing CR 220 from a 2-lane rural to a 4-lane urban divided roadway within the project limits. The total project length is approximately 1.3 miles.

Supplemental Scope

This proposal for design services (SA#5) is intended to cover additional efforts related to two scope changes that have been requested by the County. These scope changes, as summarized below, were initiated following the introduction of the quadrant intersection design at Henley Road.

1. Due to delays in the availability of FDOT construction funding, the County requested that the original single design project be split into two phases that would be bid separately. The first phase of the project would extend from Hollars Place to east of Henley Road and would include the full quadrant intersection. The second phase of the project would begin east of Henley Road and end at Knight Boxx Road. This change enables the County to fully fund construction of Phase 1 and begin the most critical piece of the project, the new quadrant intersection, as soon as RW is acquired. The splitting of the project requires development of two separate sets of construction plans, two estimates, two bid packages and two individual permits.
2. Upon review of the 60% Phase 1 construction estimate, the County requested cost saving measures including a scope change that would eliminate the proposed new stormwater pond serving the quadrant intersection and, instead, would reroute drainage 1 mile south, along Rideout Ferry Road, to an existing stormwater pond adjacent to the Farm Bureau on Henley Road. This scope change required redesign of a portion of the existing drainage system, design of a new trunk line down Rideout Ferry Road and modification to the Farm Bureau pond.

<u>Additional Requirements</u>

1. Coordinate efforts and correspond with the County and FDOT as appropriate throughout the Design phase.
2. Perform complete QA/QC procedures prior to each submittal.
3. Take notes of all design/review meetings held with the County and FDOT. These

notes shall be transcribed and furnished to the County Project Manager and FDOT for concurrence as soon as practical after date of the meeting.

4. The Consultant shall work directly with the County Project Manager and will maintain this person as the sole point of contact with the County regarding this project.
5. The County Project Manager shall notify the Consultant in writing regarding changes to the project that will require modification to the Consultant's work.
6. The County shall be the Owner of all final documents.

Project-Specific Requirements

In addition to the General Project Requirements described above, the following project-specific requirements are a part of this scope of engineering services:

1. Reference the attached staff-hour and Fee Summaries.

Notice to Proceed

No work on this project shall be performed until a contract has been executed and a work order has been issued by the County.

Fee Summary

Our fee for the additional Scope of Services described herein is a lump sum payment of **$86,274.93** for the services outlined in items 5 through 10 of the Contract Fee Summary.

Sincerely,

EISMAN & RUSSO, INC.

Robert A. Kight, PE
Project Manager

CONTRACT FEE SUMMARY
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

PART I GENERAL	
1. Project CR 220 Roadway Improvements - W. of Henley Rd to E. of Little Black Creek Phase 1 Scope Additions	**2. Contract Number** 2016/2017-51 SA#5
3. Name of Consultant Eisman & Russo Consulting Engineers, Inc	**4. Date of Work Order**

PART II LABOR RELATED COST

Direct Labor	Hourly Rates Original	Estimated Hours	Estimated Cost	Total
Chief Engineer	$ 75.00	54	$ 4,050.00	
Project Manager	$ 60.00	288	$ 17,280.00	
Senior Engineer	$ 52.00	111	$ 5,772.00	
Project Engineer	$ 37.00	58	$ 2,146.00	
Designer	$ 31.00	56	$ 1,736.00	
CADD Technician	$ 28.00	54	$ 1,512.00	
Clerical	$ 15.00	0	$ -	
5. TOTAL DIRECT LABOR				$ 32,496.00
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate including FCCM and Expenses		155.494 % X Total Direct Labor		$ 50,529.33
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 83,025.33
8. PROFIT: Labor Related Cost (Item 5)			10%	$ 3,249.60
9. SUB-TOTAL LUMP SUM AMOUNT				$ 86,274.93
10. SUBCONTRACTS (LUMP SUM)				
Sub #1			$ -	
Sub #2			$ -	
Sub #3			$ -	
Sub #4			$ -	
Sub #5			$ -	
Sub #6			$ -	
SUB-CONTRACT SUB-TOTAL				$ -
11. TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, 10)				**$ 86,274.93**

PART III OTHER COSTS

12. Miscellaneous Direct Cost		
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
13. Reimbursable Cost		
	$ -	
	$ -	
	$ -	
SUB-TOTAL REIMBURSABLES		$ -
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 and 13)		**$ -**

PART IV SUMMARY

15. TOTAL AMOUNT OF WORK ORDER Items 11 and 14	$ 86,274.93
16. PRIOR CONTRACT AMOUNT	$ -
17. AMENDED AMOUNT OF CONRACT (Items 15 and 16)	**$ 86,274.93**

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 19 1:00 PM

TO: Finance & Audit Committee DATE:

FROM: Karen Smith Administrative
and Contractual Services

SUBJECT: Approval of SHIP Program Annual Report Close out for FY 2018/2019, Interim years 2019/2020 and 2020/2021 and Certification.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

See attached memorandum and documentation. The report includes Closeout Fiscal Year 2018/2019 and Interim Fiscal Years 2019/2020 and 2020/2021.

Is Funding Required (Yes/No):
No

If Yes, Was the item budgeted (Yes\No\N/A):
No

N/A

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

Planning Requirements:
Public Hearing Required (Yes\No):
No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- Memo - report - Certification

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Wanamaker, Howard	Approved	4/13/2022 - 5:22 PM	Item Pushed to Agenda

State Housing Initiative
Partnership Program

Mailing Address:
P.O. Box 1366
Green Cove Springs, FL
32043

Phone: 904-529-4700
904-278-4700
Fax: 904-278-4708

County Manager
Howard Wanamaker

Commissioners:

Mike Cella
District 1

Wayne Bolla
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristin Burke, DC
District 5

www.claycountygov.com

MEMORANDUM

TO: Chereese Stewart, Director of Economic Development Services, Assistant County Manager

FROM: Theresa Sumner, SHIP Program Administrator

DATE: April 5, 2022

RE: Annual Report of Closeout Fiscal Years 2018/2019, Interim Years 2019/2020 and 2020/2021

The SHIP Program Annual Report for closeout year 2018/20198 is attached, showing assistance to 41 Clay County families. This is the web- based report that is provided to Florida Housing. The report shows an allocation in the amount of $391,491. We are given three years to spend this allocation, thus our reports are done in three-year increments.

This report shows $553,225.39 has been expended in program income.
$50,943.62 has been spent for administrative expenses.

Program Income expenditures are broken down as follows:

Purchase Assistance	$165,000.00
Owner Occupied Rehab	$303,704.75
Homes for Wounded Veterans	$ 18,134.00
Rental Assistance (Eviction Prevention)	$ 44,495.61
Rapid Rehousing (Homeless Prevention)	$ 21,891.03

Our report must show that we have met our income set-asides. For instance:

20% of our allocation ($78,298.20) must be spent on persons with special needs or persons with disabling conditions. We have met that condition.

30% of our allocation ($117,447.30) must be spent on persons of Extremely Low and Very Low income. We have met that condition.

In addition, this report provides information for Interim Year 1 Report (2019/2020) showing an allocation of $449,014 was received as well as $235,890.50 coming back into the program from loan payoffs. Currently, $499,740.00 is encumbered for eligible applicants.

Interim Year 2 Report (2020/2021) shows an allocation of $0.

I am requesting this report be placed on the Finance/Audit Committee Agenda for review along with the approval of the attached Annual Report and Local Housing Incentives Certification.

State Housing Initiatives Partnership (SHIP) Program

Annual Report and Local Housing Incentives Certification

On behalf of the Clay County SHIP Program, I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2018/2019 and interim years 2019/2020 and 2020/2021.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
    a. Permits defined in Section 163.3164 (15) and (16), Florida Statutes for affordable housing projects are expedited to a greater degree than other projects; and
    b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provision that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be $0.00.
4. The cumulative cost per rehabilitation housing per housing unit, from these actions is estimated to be $0.00.
5. Dated this ____ day of April, 2022.

Staff member responsible for submitting the Annual Report to FHFC: Theresa Sumner

Clay County, a political subdivision of the State of Florida

_____

Wayne Bolla, Chairman/Chief Elected Official

(OFFICIAL SEAL)

ATTEST:

_____

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

Form SHIP AR/2009
67-38.008 (5), F.A.C.
Effective Date: 5/23/2017

Title: SHIP Annual Report

Report Status: Submitted

Clay County FY 2018/2019 Closeout

orm 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
1	Purchase Assistance	$165,000.00	19				
3	Owner Occupied Rehab	$303,704.75	10				
11	Homes for Wounded Vet	$18,134.00	1				
	Homeownership Totals:	**$486,838.75**	**30**				

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
13	Rental Assistance	$44,495.61	8				
26	Rapid Rehousing	$21,891.03	3				
	Rental Totals:	**$66,386.64**	**11**				
	Subtotals:	**$553,225.39**	**41**				

Additional Use of Funds

Use	Expended
Administrative	$39,149.10
Homeownership Counseling	
Admin From Program Income	$11,794.52
Admin From Disaster Funds	

Totals:	**$604,169.01**	**41**	**$.00**	**$.00**

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	$391,491.00
Program Income (Interest)	$30,241.50
Program Income (Payments)	$205,649.00
Recaptured Funds	$.00
Disaster Funds	
Other Funds	
Carryover funds from previous year	$4,131.21
Total:	**$631,512.71**

*** Carry Forward to Next Year: $27,343.70**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	386	413	533	699	864
VLI	643	689	827	955	1,066
LOW	1,030	1,103	1,323	1,529	1,706
MOD	1,545	1,654	1,986	2,293	2,559
Up to 140%	1,802	1,930	2,317	2,675	2,985

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	$553,225.39	100.00%
Public Moneys Expended		.00%
Private Funds Expended		.00%
Owner Contribution		.00%
Total Value of All Units	$553,225.39	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	$486,838.75	$395,622.21	123.06%	65%
Construction / Rehabilitation	$486,838.75	$395,622.21	123.06%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds	Total Available Funds % *
Extremely Low	$57,295.65	9.07%
Very Low	$139,895.14	22.15%
Low	$240,400.60	38.07%
Moderate	$115,634.00	18.31%
Over 120%-140%	$.00	.00%
Totals:	$553,225.39	87.60%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	$43,734.35	1	$13,561.30	2	$57,295.65	3
Very Low	$122,241.80	3	$17,653.34	1	$139,895.14	4
Low	$162,949.85	11	$77,450.75	10	$240,400.60	21
Moderate	$115,634.00	13		0	$115,634.00	13
Over 120%-140%		0		0	$.00	0
Totals:	$444,560.00	28	$108,665.39	13	$553,225.39	41

orm 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 140%	Total
Owner Occupied Rehab	Green Cove	1	1	3			5
Rental Assistance	Orange Park		1	4			5
Rental Assistance	Middleburg			2			2
Purchase Assistance	Middleburg			2	3		5
Purchase Assistance	Orange Park			3	7		10
Purchase Assistance	Green Cove			2	2		4
Rental Assistance	Green Cove			1			1
Rapid Rehousing	Middleburg			1			1
Rapid Rehousing	Green Cove			1			1
Rapid Rehousing	Orange Park	1					1
Owner Occupied Rehab	Orange Park		2	1			3
Homes for Wounded Vet	Orange Park				1		1
Owner Occupied Rehab	Middleburg	1		1			2
	Totals:	**3**	**4**	**21**	**13**		**41**

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Owner Occupied Rehab	Green Cove		1	2	2	5
Rental Assistance	Orange Park		1	4		5
Rental Assistance	Middleburg			2		2
Purchase Assistance	Middleburg		3	2		5
Purchase Assistance	Orange Park	1	6	3		10

Purchase Assistance	Green Cove	1	1	2		4
Rental Assistance	Green Cove		1			1
Rapid Rehousing	Middleburg		1			1
Rapid Rehousing	Green Cove				1	1
Rapid Rehousing	Orange Park		1			1
Owner Occupied Rehab	Orange Park			1	2	3
Homes for Wounded Vet	Orange Park			1		1
Owner Occupied Rehab	Middleburg			1	1	2
	Totals:	**2**	**15**	**18**	**6**	**41**

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Owner Occupied Rehab	Green Cove	2	3		5
Rental Assistance	Orange Park	1	3	1	5
Rental Assistance	Middleburg		2		2
Purchase Assistance	Middleburg	2	3		5
Purchase Assistance	Orange Park	5	5		10
Purchase Assistance	Green Cove	1	2	1	4
Rental Assistance	Green Cove		1		1
Rapid Rehousing	Middleburg		1		1
Rapid Rehousing	Green Cove		1		1
Rapid Rehousing	Orange Park		1		1
Owner Occupied Rehab	Orange Park		2	1	3
Homes for Wounded Vet	Orange Park		1		1
Owner Occupied Rehab	Middleburg	1	1		2
	Totals:	**12**	**26**	**3**	**41**

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp-anic	Asian	Amer-Indian	Other	Total
Owner Occupied Rehab	Green Cove	3	1	1				5
Rental Assistance	Orange Park	2	3					5
Rental Assistance	Middleburg	1	1					2
Purchase Assistance	Middleburg	4		1				5

Purchase Assistance	Orange Park	6	2	2				10
Purchase Assistance	Green Cove	3					1	4
Rental Assistance	Green Cove			1				1
Rapid Rehousing	Middleburg	1						1
Rapid Rehousing	Green Cove		1					1
Rapid Rehousing	Orange Park	1						1
Owner Occupied Rehab	Orange Park	1	1	1				3
Homes for Wounded Vet	Orange Park		1					1
Owner Occupied Rehab	Middleburg	2						2
	Totals:	**24**	**10**	**6**			**1**	**41**

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
Owner Occupied Rehab	Green Cove			2	2
Rental Assistance	Orange Park				0
Rental Assistance	Middleburg				0
Purchase Assistance	Middleburg				0
Purchase Assistance	Orange Park				0
Purchase Assistance	Green Cove				0
Rental Assistance	Green Cove				0
Rapid Rehousing	Middleburg				0
Rapid Rehousing	Green Cove			1	1
Rapid Rehousing	Orange Park		1		1
Owner Occupied Rehab	Orange Park			1	1
Homes for Wounded Vet	Orange Park				0
Owner Occupied Rehab	Middleburg			1	1
	Totals:		**1**	**5**	**6**

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units

orm 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	**Year Adopted (or N/A)**
Expedited permitting		AHAC Review	Implemented, in LHAP	1995
Ongoing review process		AHAC Review	Implemented, in LHAP	2004
Allowance of accessory dwelling units		AHAC Review	Adopted	2010

Support Services

A clearinghouse for support services is facilitated by Mercy Support Services network which provides a wide range of support services to a wide variety of agencies.
Home Ownership Education is provided to all first time homebuyers.

Other Accomplishments

Input at later date

Availability for Public Inspection and Comments

The annual report is available at the SHIP Office in the County Administration Building, 477 Houston Street, Green Cove Springs, FL 32043. The report can be viewed and comments received from September 1, 2021 through September 15, 2021. There have been no comments received.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: **727**

Mortgage Foreclosures

A. Very low income households in foreclosure: **2**

B. Low income households in foreclosure: **0**

C. Moderate households in foreclosure: **0**

Foreclosed Loans Life-to-date: **2**

SHIP Program Foreclosure Percentage Rate Life to Date: **0.28**

Mortgage Defaults

A. Very low income households in default: **2**

B. Low income households in default: **0**

C. Moderate households in default: **0**

Defaulted Loans Life-to-date: **2**

SHIP Program Default Percentage Rate Life to Date: **0.28**

Strategies and Production Costs

Strategy	Average Cost
Homes for Wounded Vet	$18,134.00

Owner Occupied Rehab	$25,308.73
Purchase Assistance	$8,684.21
Rapid Rehousing	$5,472.76
Rental Assistance	$4,943.96

Expended Funds

Total Unit Count: **41** Total Expended Amount: **$553,225.39**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Owner Occupied Rehab	Valerie Conn	1508 North Street	Green Cove	32043	$11,938.50	
Owner Occupied Rehab	Diego Martinez	612 Center Street	Green Cove	32043	$25,939.30	
Rental Assistance	Vickie Bolden	471 Crabapple	Orange Park	32073	$1,309.34	
Rental Assistance	Franciine Gibson	575 Oakleaf Plantation #1102	Orange Park	32065	$3,872.25	
Rental Assistance	John Gordon	4648 Petunia Avenue	Middleburg	32068	$4,226.37	
Purchase Assistance	Roberto Turrent	1167 Summer Springs Drive	Middleburg	32068	$7,500.00	
Purchase Assistance	Reynaldo Ralla	3865 Buckthorne Drive	Orange Park	32065	$7,500.00	
Purchase Assistance	Adrian McDonald	2749 Hollybrook Lane	Orange Park	32073	$7,500.00	
Purchase Assistance	Christie Warnken	2695 Tina Lane	Middleburg	32068	$7,500.00	
Purchase Assistance	Cody Stites	1699 Donna Drive	Middleburg	32068	$7,500.00	
Purchase Assistance	Daniel Vasquez	532 Blairmore Blvd	Orange Park	32073	$7,500.00	
Purchase Assistance	Joshua Smith	1506 Julia Street	Green Cove	32043	$7,500.00	
Purchase Assistance	Kyle Johnson	2167 Marcia Drive	Orange Park	32073	$7,500.00	
Purchase Assistance	Cindy Ward	2639 Tuscany Glen	Middleburg	32068	$7,500.00	
Purchase Assistance	Robens Marceus	336 Edson Drive	Orange Park	32073	$7,500.00	
Purchase Assistance	Monique Lynch	537 Cody Drive	Orange Park	32073	$7,500.00	
Purchase Assistance	Stacie Austin	2664 Primrose Circle	Middleburg	32068	$7,500.00	
Purchase Assistance	Blaire Rhoades	388 E Blairmore Blvd	Orange Park	32073	$7,500.00	
Rental Assistance	Melinda Santana	2870 Cross Creek Drive	Green Cove	32043	$8,002.91	
Rental Assistance	Guy Jones	222 Blairmore Blvd. # 40	Orange Park	32073	$4,740.75	

Rental Assistance	Atheia Inman	2285 CR 220 #1501	Middleburg	32068	$5,018.74	
Rental Assistance	Angel Segar	573 Oakleaf Plantation #922	Orange Park	32065	$7,682.06	
Rapid Rehousing	Megan Vanmeurs	2512 Ambrosia Drive	Middleburg	32068	$9,599.03	
Purchase Assistance	Milton Reed	305 Harrison Street	Green Cove	32043	$7,500.00	
Purchase Assistance	Alyssa Moore	285 Aquarius Concourse	Orange Park	32065	$7,500.00	
Purchase Assistance	Mariah Mack	575 Plantation Park Drive #805	Orange Park	32065	$7,500.00	
Rental Assistance	Jennifer Slocum	515 Hopewell Drive	Orange Park	32065	$7,555.01	
Rental Assistance	Tari Pacifico	2707 Creek Ridge Drive	Green Cove	32043	$2,088.18	2017-2018
Rapid Rehousing	Audrey Towns	1098 North Street	Green Cove	32043	$5,603.50	
Rapid Rehousing	Melody Toomey	1316 Jefferson Ave., Unit B	Orange Park	32065	$5,749.80	
Rapid Rehousing	Mina Lozano	2150 Spencer Rd, Unit 1107	Orange Park	32065	$938.70	2017-2018
Owner Occupied Rehab	Sandra DeCoursey	3274 Sexton Drive	Green Cove	32043	$41,445.05	
Owner Occupied Rehab	Debra Lutton	215 Noel Road	Orange Park	32073	$41,844.00	
Homes for Wounded Vet	Wayne Collins	142 Heather Way	Orange Park	32073	$18,134.00	
Owner Occupied Rehab	Charlene Davis	801 Pine Avenue North	Green Cove	32043	$29,557.00	
Owner Occupied Rehab	Lamar Smith	1108 North Street	Green Cove	32043	$43,734.35	
Owner Occupied Rehab	Tracy Smith	1853 Quebec	Middleburg	32068	$18,123.25	
Owner Occupied Rehab	Delois Dixon	1454 Floyd Circle	Orange Park	32073	$12,167.00	2017-2018
Owner Occupied Rehab	Kathy Odum	5464 Jackson Avenue	Orange Park	32073	$4,177.00	2017-2018
Owner Occupied Rehab	Karen Aldrich	3382 Talisman Drive	Middleburg	32068	$7,811.50	
Owner Occupied Rehab	Audrey Milton	1939 Solomon Street	Orange Park	32073	$38,952.75	
Owner Occupied Rehab	Raphael Machado	3254 Dowitcher Lane	Orange Park	32065	$28,015.05	
Purchase Assistance	Austin Redmon	359 Sunset Avenue	Green Cove	32043	$15,000.00	
Purchase Assistance	Kristina Walker	704 Kirk Street	Green Cove	32043	$15,000.00	
Purchase Assistance	Cynthia Brown	1340 Bay Hill Blvd	Orange Park	32065	$15,000.00	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
Clay County SHIP Program Administered by the Housing Finance Authority of Clay County	Government	All	Administer the SHIP Program	$.00
Clay County SHIP Progam	Government	All	Administer the SHIP Program	$50,943.62

Program Income

Program Income Funds	
Loan Repayment:	$205,649.00
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	$30,241.50
Total:	**$235,890.50**

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	44
Approved	41
Denied	3

Explanation of Recaptured funds

Description	Amount
Total:	**$.00**

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By

Single Family Area Purchase Price

The average area purchase price of single family units: 247,500.00

Or

Not Applicable

orm 5

pecial Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies		Expended Amount	Units		Encumbered Amount	Units
3	Owner Occupied Rehab		$105,868.25	3			
11	Homes for Wounded Vet		$18,134.00	1			
26	Rapid Rehousing		$6,688.50	1			

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category		Expended Amount	Units		Encumbered Amount	Units
(26) Rapid Rehousing	Receiving Social Security Disability Insurance		$5,749.80	1			
(26) Rapid Rehousing	Person with Disabling Condition (not DD)		$938.70				
(3) Owner Occupied Rehab	Receiving Social Security Disability Insurance		$41,844.00	1			
(11) Homes for Wounded Vet	Receiving Social Security Disability Insurance		$18,134.00	1			
(3) Owner Occupied Rehab	Developmental Disabilities		$29,557.00	1			
(3) Owner Occupied Rehab	Person with Disabling Condition (not DD)		$34,467.25	1			

Provide a description of efforts to reduce homelessness:

Mercy Support Services provides a continuum of care for homeless prevention and rapid rehousing.

nterim Year Data

Interim Year Data

Interim Year 1		
State Annual Distribution	$449,014.00	
Program Income	$235,890.50	
Program Funds Expended		
Program Funds Encumbered	$499,740.00	
Total Administration Funds Expended	$56,695.92	
Total Administration Funds Encumbered		
Homeownership Counseling	$36,700.00	
Disaster Funds		
65% Homeownership Requirement	$499,740.00	111.30%
75% Construction / Rehabilitation	$499,740.00	111.30%
30% Very & Extremely Low Income Requirement	$499,740.00	72.96%
30% Low Income Requirement		0.00%
20% Special Needs Requirement	$331,000.00	73.72%
Carry Forward to Next Year		

Interim Year 2	
State Annual Distribution	
Program Funds Expended	
Program Funds Encumbered	$160,000.00

LG Submitted Comments:

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 19 1:00 PM

TO: Finance & Audit Committee DATE: 3/28/2022

FROM: Megan Mosley, Grants Manager

SUBJECT:
Approval of the following two (2) budget resolutions for grant awards:

1) State Aid to Libraries Grant: $71,255 awarded by the Florida Department of State, Division of Library and Information Services (DLIS) used to reimburse a portion of local funds expended by Clay County during their second preceding fiscal year (October 1, 2019 – September 30, 2020) for the operation and maintenance of a library to provide free library services. Board approval to accept this award occurred on January 11, 2022.

Funding Source: General Fund / All Grants Organization / State Aid to Libraries Grant FY21-22 / State Aid to Libraries Grant FY21-22 / State Aid to Libraries Revenue

2) 2021 USA Cycling Florida Sports Foundation Grant: $5,792.13 awarded by the Florida Sports Foundation to partially reimburse a Tourism Development Council (TDC) Grant for the support of the USA Cycling Road Amateur Nationals event.

Funding Source: Tourism Development Fund / All Grants Organization / 2021 USA Cycling Florida Sports Foundation Grant / 2021 USA Cycling Florida Sports Foundation Grant / State Grant Cultural/Recreational Revenue

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
No

Funding Sources:

1) General Fund / All Grants Organization / State Aid to Libraries Grant FY21-22 / State Aid to

Libraries Grant FY21-22 / State Aid to Libraries Revenue
Account - FD1000-CC1233-PRJ100384-GR010083-RC334714 Amount - $71,255

2) Tourism Development Fund / All Grants Organization / 2021 USA Cycling Florida Sports Foundation Grant / 2021 USA Cycling Florida Sports Foundation Grant / State Grant Cultural/Recreational Revenue
Account - FD1009-CC1233-PRJ100393-GR010084-RC334700 Amount - $5,793

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

Description

- 1) Resolution_State Aid to Libraries Grant FY21-22
- 2) Resolution_2021 USA Cycling Florida Sports Foundation Grant

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Goodermote, Angela	Approved	4/11/2022 - 1:10 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	4/11/2022 - 1:46 PM	AnswerNotes

CLAY COUNTY RESOLUTION NO. 2021/2022-

WHEREAS, the following revenue from the Florida Department of State, Division of Library and Information Services was not anticipated when the 2021/2022 budget was approved, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used to partially reimburse costs related to library operation and maintenance costs to provide free library services.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:		$	130,751,655
Additions			
General Fund / All Grants Organization / State Aid to Libraries Grant FY21-22 / 22-ST-07 State Aid to Libraries Grant / State Aid to Libraries	FD1000-CC1233-PRJ100384-GR010083-RC334714	$	71,255
Amended Total Revenue		$	130,822,910

APPROPRIATION

Prior Fund Total:		$	130,751,655
Additions			
General Fund / All Grants Organization / State Aid to Libraries Grant FY21-22 / 22-ST-07 State Aid to Libraries Grant / Library Materials	FD1000-CC1233-PRJ100384-GR010083-SC566000	$	71,255
Amended Total Appropriation		$	130,822,910

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 26th day of April, 2022.

Board of County Commissioners Clay County, Florida

_____

Wayne Bolla, Chairman

ATTEST:

_____

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

CLAY COUNTY RESOLUTION NO. 2021/2022-

WHEREAS, the following revenue from the Florida Sports Foundation was not anticipated when the 2021/2022 budget was approved, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used to partially reimburse costs related to USA Cycling Sports Event.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:		$	5,604,375
Additions			
Tourism Development Fund / All Grants Organization / 2021 USA Cycling Florida Sports Foundation Grant / 2021 USA Cycling Florida Sports Foundation Grant / State Grant Cultural / Recreational	FD1009-CC1233-PRJ100393-GR010084-RC334700	$	5,793
Amended Total Revenue		$	5,610,168

APPROPRIATION

Prior Fund Total:		$	5,604,375
Additions			
Tourism Development Fund / All Grants Organization / 2021 USA Cycling Florida Sports Foundation Grant / 2021 USA Cycling Florida Sports Foundation Grant / Product Development	FD1009-CC1233-PRJ100393-GR010084-SC580100	$	5,793
Amended Total Appropriation		$	5,610,168

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 26th day of April, 2022.

Board of County Commissioners Clay County, Florida

_____

Wayne Bolla, Chairman

ATTEST:

_____

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

BOARD OF COUNTY COMMISSIONERS
MEETING AGENDA
May 24, 2022
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Condon

PLEDGE

LCDR Edward E Tucker III, Supply Corps, USN Ret.

CALL TO ORDER

ROLL CALL

PET ADOPTIONS

PROCLAMATIONS/RESOLUTIONS

1. National Safe Boating Week
2. Memorial Day/Military Service Day

PRESENTATIONS

APPROVAL OF MINUTES

3. Board of County Commissioner Meeting Minutes, May 10, 2022.
4. Finance and Audit Meeting Minutes, May 17, 2022.

PUBLIC COMMENTS

CONSENT AGENDA

5. Acceptance for Final Plat for Recording Rolling Hills Unit 2A (District 5, Commissioner Burke)
6. Finance Business

   The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1) FL Statute. Acceptance and disposal of various Board property and various documents are submitted

for the Board's information. At times, approval is requested for various finance related issues.

7. Consent Agenda Items from the May 17th, 2022 Finance & Audit Committee Meeting

DISCUSSION/UPDATES

ITEMS FOR RATIFICATION

OLD BUSINESS

8. Approval of Opioid Litigation Participation Form for participation in the state-wide settlement agreement with Walgreens

9. Solid Waste Management Brief

PLANNING AND ZONING

NEW BUSINESS

10. First Coast Connector from US 17 to County Road 218 (T. Nagle)

    1. Approval of naming of First Coast Connector - Cathedral Oak Parkway
    2. Approval of Plat of Cathedral Oak Parkway (Reinhold Corporation)
    3. Approval of Plat of Cathedral Oak Parkway (Peters Creek Investment LLP)
    4. Approval of Willow Springs Phase 2 Tract A Replat (Peters Creek Investment LLP)

11. Partial Easement Release Lot 37 Spring Creek at Eagle Harbor, 2509 Sunny Creek Drive, for Pool Construction (District 1, Comm. Cella)

12. Award of RFP No. 21/22-33, CDBG - Junk/Debris Removal and Approval of Agreement (V.Hapner/K.Thomas)

    1) Approval to accept staff's evaluation and award RFP No. 21/22-33, CDBG - Junk/Debris Removal to 904 Junk Removal company at the unit prices submitted in the proposal. Approval will be effective after 72 hour period for protest has expired.

    2) Additional approval of the accompanying Agreement with 904 Junk Removal at the specified rates listed in Attachment B. Services under this Agreement will be assigned by Task Order/Purchase Order. Services must be completed by September 30, 2022 unless an extension is approved.

        1. 904 Junk Removal = 88.66
        2. Conner Construction and Demolition = 84

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

13. Award of Bid No. 21/22-34, CDBG - Demolition & Removal Services and Accompanying Agreement (K.Smith/V.Hapner)

    1) Approval to post notice of intent and award Bid No. 21/22-34, CDBG - Demolition & Removal Services to Conner Construction and Demolition at the individual rates provided in the proposal. Approval will be effective after the 72 hour period of protest has expired.

    2) Additional approval of the accompanying Agreement with Conner Construction and Demolition at the specified rates listed in Attachment B. Services under this agreement will be assigned by Task Order/Purchase Order. Services must be completed by September 30, 2022 unless an extension is approved.

    Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

CONSTITUTIONAL OFFICERS

COMMISSION AUDITOR

COUNTY ATTORNEY

COUNTY MANAGER

TIME CERTAINS

14. Collective Bargaining Agreement between Clay County and the Clay County Fire/Rescue Professionals Unit "B", International Association of Firefighters Local 3362B - Fiscal Years 2022-2024

15. 5:00 p.m. or as soon thereafter as can be heard - Adoption of Resolution approving the execution of an Interlocal Agreement with the City of Jacksonville, Florida (the Issuer), approving the issuance by the Issuer of its Health Care Facilities Revenue Bonds (Baptist Health), Series 2022

16. 5:00 p.m. or as soon thereafter as can be heard - Final Public Hearing to consider REZ-2022-04. (District 5, Comm. Burke) Planning Commission voted 6-0 to recommend approval. (M. Brown)

    This application is to rezone a 2.07 acre parcel on Henley Road from PS-1 to LA RF. The parcel is located within the LAMPA. The purpose of the rezoning is to allow for the development of a single family residence by the owner.

17. 5:00 p.m. or as soon thereafter as can be heard - Final Public Hearing to consider adoption of LDC 2022-02. (District 5 Comm. Burke) Planning Commission voted 3-3 on a motion to approve. (M. Brown)

    Proposed text amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district.

18. 5:00 p.m. or as soon thereafter as can be heard - Final Public Hearing to consider REZ-2022-03. (District 1, Comm. Cella) (M. Brown)

    This item is being Continued to June 28th. The Fleming Island Citizen Advisory Committee continued this item from April to May, therefore the Planning Commission won't hear this item until its June meeting. This application is to rezone a single parcel (114 Canova Street) totaling 1.61 acres from AR (Agricultural Residential) to PS-1 (Private Services).

19. 5:00 p.m. or as soon thereafter as can be heard - First Public Hearing to consider LDC-2021-14. Planning Commission voted 6-0 to recommend denial of the Code changes.(M. Brown)

    This application has been Withdrawn by the Applicant. The application was a proposed text amendment to Article III Section 3-5(am), pertaining to the Mini-Warehouse conditional use criteria.

20. 5:00 p.m. or as soon thereafter as can be heard - Workshop Topic - Public Hearing to consider Transmittal of CPA-2022-04. (E. Lehman)

    This item has been Withdrawn by Staff. It will be amended and readvertised at a later date. The item was a proposed change to LA TRA Policy 1.1.3 which includes reference to the Lake Asbury Adequate Public Facilities (APF) fee. The BCC adopted the mobility fee that addressed the financial system referenced in the policy, including financing many, but not all, of the APF roadways. This change to the policy addresses the construction costs of the entire APF system.

LETTERS FOR ACTION

21. Discussion of Appointments to the Clay County Housing Finance Authority

    Applications were received from Roger Higginbotham and James Ryan for the re-appointment of their seats on the Clay County Housing Finance Authority.

22. Acceptance of Resignation From Susan Hill - Tourist Development Council

    Susan Hill submitted her resignation from the Tourist Development Council effective June 1, 2022.

LETTERS OF DOCUMENTATION

23. Bid Opening Tabulations

    Bid Opening Tabulation for May 10, 2022:
    A. RFQ No. 21/22-41, Sponsor/Developer for Homeless Stabilization Under the Clay County SHIP Program

24. Charter Review Commission Minutes March 29, 2022

COMMISSIONERS' COMMENTS

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator by mail at Post Office Box 1366, Green Cove Springs, FL 32043, or by telephone at number (904) 269-6347 no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice), or 1-800-955-8771 (TDD).

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Manager	Streeper, Lisa	Approved	5/18/2022 - 11:49 AM	Item Pushed to Agenda

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	5/18/2022 - 11:49 AM	Item Pushed to Agenda

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
2022 National Safe Boating Week	Backup Material	5/18/2022	2022_Safe_Boating_Week.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Manager	Streeper, Lisa	Approved	5/18/2022 - 11:50 AM	Item Pushed to Agenda

WHEREAS, National Safe Boating Week is observed each year in May, marking the beginning of the summer boating season, to bring attention to important life-saving tips for recreational boaters so that they can have a safe and fun experience out on the water; and

WHEREAS, the U.S. Coast Guard estimates that human error accounts for most boating accidents, not equipment or environmental factors, and that life jackets could prevent nearly 86 percent of boating fatalities; and

WHEREAS, safe boating begins with preparation, which includes basic boating safety procedures such as carrying emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating; and

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S., and 75 percent of those fatalities are caused by drowning; and

WHEREAS, a significant number of boaters who lost their lives by drowning would still be alive today if they had worn life jackets.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proclaim May 21st through May 27th, 2022, as

SAFE BOATING WEEK IN CLAY COUNTY

and in so doing, supports the efforts of the U.S. Coast Guard and its partners to increase awareness about safe boating practices, and encourages boaters to enjoy the 39 miles of waterways, 13 public boat ramps, and the abundant boating, fishing, and paddling opportunities Clay County has to offer, while practicing safe boating habits and always wearing a life jacket.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 24th day of May 2022.

ATTEST:

_____
Tara S. Green
Clerk of Court & Comptroller
Ex Officio Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

_____
Wayne Bolla, Chairman

_____
Betsy Condon, Vice Chairman

_____
Mike Cella

_____
Jim Renninger

_____
Kristen Burke, DC

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
2022 Military Service Day	Backup Material	5/18/2022	2022_MILITARY_SERVICE_DAY.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Manager	Streeper, Lisa	Approved	5/18/2022 - 11:50 AM	Item Pushed to Agenda

WHEREAS, courageous men and women throughout the history of the United States of America have given a part of their lives to defend our great nation by serving in the United States Armed Forces; and

WHEREAS, many of those men and women have made the ultimate sacrifice in service to our country- a debt of gratitude for which we can never fully repay; and

WHEREAS, those serving now, as well as those who have served in the past, serve with pride and honor and with our greatest respect; and

WHEREAS, In Clay County, we are united by a love of country and proud military heritage, and the conviction that our military service members -past and present- deserve to be honored for their selfless actions and dedication to serving the United States of America, and

WHEREAS, on this day, special recognition is given to the City of Green Cove Springs for their "Tribute to Fallen Soldiers" display in Spring Park, and for their efforts to recognize the dedicated men and women who have bravely served, made sacrifices defending the freedom and our republic, and have returned home as a wounded veteran with honor and pride; and

WHEREAS, the 34th Annual Memorial Day RiverFest celebration in Green Cove Springs will be held on Monday, May 30, 2022, in recognition of the brave men and women of our Armed Forces for their devoted service to the United States of America, and in recognition of the many Wounded Warriors and their families, as well as the brave men and women who have made the ultimate sacrifice defending our freedom.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proclaim Monday, May 30, 2022, in Green Cove Springs, Florida, as

MILITARY SERVICE DAY

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida this 24th day of May 2022.

ATTEST:

Tara S. Green
Clerk of Court & Comptroller
Ex Officio Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

Wayne Bolla, Chairman

Betsy Condon, Vice Chairman

Mike Cella

Jim Renninger

Kristen Burke, DC

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Board of County Commissioners Meeting Minutes, May 10, 2022.	Backup Material	5/19/2022	Board_of_County_Commissioners_Meeting_Minutes_May_10__2022ADA.pdf
Attachments Only for Board of County Commissioners Meeting, May 10, 2022	Backup Material	5/19/2022	Attachments_Only_Board_of_County_Commissioners_Meeting_May_10__2022ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	5/18/2022 - 1:59 PM	Item Pushed to Agenda

BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES
May 10, 2022
Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner James Renninger, District 3, gave the Invocation.

PLEDGE

Retired US Army National Guard Brigadier General Michael Fleming, led the Pledge of Allegiance.

Chairman Wayne Bolla said that General Fleming is a career military officer with over 30 years of service, including nine years of service in the U.S. Marine Corps and 27 years in the Army National Guard, where he ultimately retired as a Brigadier General. He earned several military awards, including the Legion of Merit, Florida Cross, and the Florida National Guard Distinguished Service Award. General Fleming continues to serve his country and his community in many ways and is the founder and Chair of the Jacksonville Military Veterans Coalition and the Northeast Florida Military Veteran College Network. He also chairs the Fire Watch initiative to end veterans' suicide.

General Fleming thanked the Board and reiterated that he is the Chairman of the Fire Watch, and the Commission has been so supportive. They have now passed 2,000 watchstanders, and they are trying to reach the 90% who have never served in the military but want to be part of the solution. Fire Watch is doing great things, and they are taking it across the state of Florida.

Chairman Wayne Bolla asked General Fleming if there is a veteran that feels he needs help, how can he get connected with your program. General Fleming said they could go to firewatch.org or call 211, which will take them to direct services.

CALL TO ORDER

Chairman Wayne Bolla called the meeting to order at 4:02 pm.

ROLL CALL

Present: Commissioner District 2 Chairman Wayne Bolla
Commissioner District 4 Vice-Chairman Betsy Condon
Commissioner District 1 Mike Cella
Commissioner District 3 James Renninger
Commissioner District 5 Dr. Kristen T. Burke

Absent: Commission Auditor Heather Boucher

Staff Present: County Manager Howard Wanamaker
County Attorney Courtney K. Grimm

PET ADOPTIONS

Teresa Capo, Executive Assistant, presented a PowerPoint presentation of pets available for adoption - Fancy (dog) - Dixie (dog) - Casper (cat) - Tina (cat). See Attachment A. If you are interested in adopting a pet, contact - clayadoptions@claycountygov.com or call (904) 269-6342. Ms. Capo stated Clay County Animal Services also offers a community rabies and microchip clinic on the first Thursday of every month from 3:00 pm to 5:00 pm. The "Kitten Crew" is always looking for fosters. If you are interested, please contact clayfosters@claycountygov.com.

PROCLAMATIONS/RESOLUTIONS

1. Clay County History Month

Chairman Wayne Bolla and Commissioners encourage residents and visitors to learn more about our county's remarkable history dating back to the Revolutionary War, the turpentine industry, and the planned communities of the Roaring '20s. May is also recognized as National Historic Preservation Month, a time to celebrate the role of history in our lives and the contributions made by those dedicated to preserving the tangible aspects of the heritage that has shaped us as people, fostered local pride and given character to our communities.

Accepting the Proclamation are:

- Honorable Tara Green, Clay County Clerk of Court and Comptroller
- Mary Justino, PIO for Clay County Clerk of Court and Comptroller
- Vishi Garig - Clay County Archives
- David Broskie - Clay County School Superintendent
- Kelly Watt - Social Studies Specialist with Clay County District Schools
- Kimberly Morgan - Director of Tourism and Film Development
- Randy Harris - Chairman of the Historic Preservation Board
- Melissa Clearman - Vice-Chairman of the Historic Preservation Board
- Deirdre Murphy - Board Member of the Historic Preservation Board
- Felicia Hirsch - Board Member of the Historic Preservation Board

- Dr. Maureen Jung - Board Member of the Historic Preservation Board

Vice-Chairman Betsy Condon read the Proclamation for Clay County History Month.

Chairman Wayne Bolla made a motion for approval of the Proclamation, seconded by Commissioner Kristen Burke, which carried 5-0.

Ms. Justino thanked the Board and wanted to make sure that our community and the Board understand that this has been a huge partnership building for several years. There are history articles in the Clay Today and in Neighbor to Neighbor every month. Last week in Clay Today, there was a four-page special insert. It includes twenty-five local historical spots all over the county and is called Celebrate Clay History bingo. The intent is to make history fun. In partnership with county tourism, the school district, Vishi Garig - County Archivist, historical society contributions, and many more, they have developed the content with the idea that parents will hang on to the card all summer long and take their kids out to historical sites all over the county. Ms. Justino noted a hard copy in the paper and an online version that Ms. Morgan will give more details on. Ms. Kimberly Morgan, Director of Tourism, said a copy of the card in the vestibule to get a QR code for an online version. See Attachment B. The QR code leads to a link on exploreclay.com. You will be able to sign-up and see the bingo card on your phone and then check in. After ten visits, you will be entered to win a prize from the Tourism team and all of the great partners they put together to develop the bingo experience for visitors and locals.

Ms. Justino stated that they found a common thread in all the different projects for the students and tour groups. All the fun stuff is being done to expand everyone's awareness about the value of clay county's history. Sometimes we think history is just something that happens somewhere else or only in textbooks, but the truth is history happened here. We can not expect our kids to be proud of where they are from if they do not know anything about it. Ms. Justino explained their goal is to spread all the good stuff about Clay County.

2. May Mann Jennings, Florida Women's Hall of Fame

Chairman Wayne Bolla and Commissioners acknowledge the lifetime of service to the State of Florida by May Mann Jennings and offered their support for her induction into the Florida Women’s Hall of Fame this fall. May Mann Jennings’ numerous accomplishments in the field of conservation, public health, education, and her lifetime of advocacy for others have contributed to the welfare and progress of the State of Florida more than any other woman in the twentieth century.

Accepting the Proclamation are:

- Dianne Foerster - General Federation Woman's Club - Florida President
- Theresa Crockett - General Federation Woman's Club - Florida Legislative Public Policy Resolutions, Chairman

Annaleasa Winter, Public Information Officer for the Board of County Commissioners, read the Proclamation for May Mann Jennings - Women's Hall of Fame.

Vice-Chairman Betsy Condon made a motion for approval of the Proclamation, seconded by Commissioner Mike Cella, which carried 5-0.

Ms. Foerster thanked the Commissioners for the honor, and it is appreciated very much. May Mann Jennings is very important to them. She was a pioneer in Florida and is from Clay County; therefore, they feel this is an appropriate place for them and an appropriate proclamation. Ms. Foerster asked citizens to help get Ms. May Mann Jennings into the Women's Hall of Fame through the Governor's office.

Ms. Crockett recognized the GFWC members in the audience and asked Deborah Johnson and Candy Jackson to be in the picture. Ms. Foerster stated the GFWC has over 7,500 members.

PRESENTATIONS

North Florida TPO - Transportation Improvement Program (TIP) for Fiscal Years 2022/2023 through 2026/2027 (Elizabeth de Jesus)

The North Florida TPO is developing the Transportation Improvement Program (TIP) for Fiscal Years 2022/2023 through 2026/2027. The TIP identifies all publicly funded highway, transit and aviation projects within the North Florida TPO area which includes Clay, Duval, Nassau and St. Johns Counties.

Elizabeth de Jesus, Transportation Programs Manager at North Florida TPO (Transportation Planning Organization), presented a PowerPoint presentation attached to the agenda to the Board regarding the Transportation Improvement Program. Ms. de Jesus noted the TIP's responsibility is the short-range transportation plan for the urbanized area. There are several scheduled public meetings, and she is halfway through those meetings. The virtual public meeting is on May 24, 2022, from 4:30 to 5:30 pm. June 9, 2022, the approval date is at the North Florida TPO, 980 North Jefferson Street, at 10:00 am. Ms. de Jesus noted the projects listed in the TIP.

- I-295 (SR 9A) at Roosevelt Boulevard to South of Wells Road - Interchange Modification - 2024
- Blanding Boulevard (SR 21) from South of Wells Road to North of Argyle Forest Boulevard - Intersection Improvement - 2023
- Blanding Boulevard (SR 21) from CR 215 to CR 218 - Resurfacing - 2023
- CR 220 - Add Lanes and Reconstruct from Henley Road (CR 209) to Knight Boxx Road (CR 220B) - 2023 (FDOT)
- CR 220 - Add Lanes and Reconstruct from Henley Road (CR 209) to Knight Boxx Road (CR 220B) - 2024 (Clay)
- Kingsley Avenue - Resurfacing - East of Blanding Boulevard (SR 21) to West of US 17 (SR 15) - 2023
- US 17 (SR 15) - Resurfacing - North of Eagle Harbor Parkway to Doctors Inlet

Bridge - 2023
- US 17 (SR 15) Resurfacing - Water Oak Lane to Eagle Harbor Parkway - 2024
- US 17 (SR 15) Resurfacing - Oak Street to Black Creek - 2026
- US 17 (SR 15) Resurfacing - from the Putnam County line to Sweat Road
- US 17(SR 15) Intersection Improvement - From Water Oak Lane to North of Eagle Harbor Parkway
- US 17 (SR 15) Bike Path/Trail - From Ball Road to Black Creek Trail
- SR 16 South Fork of Black Creek Bridge No. 710022
- First Coast Expressway (SR 23) New Road Construction
- First Coast Expressway (SR 23) New Road Construction - from North SR 16 to North of Blanding Boulevard (SR 21)
- First Coast Expressway (SR 23) New Road Construction - From East of CR 16A (SPUR) to East of CR 209

Karen Tolley, Florida Department of Transportation, addressed the Board regarding an update on the TIP. Ms. Tolley said the section of the First Coast Expressway from East of 209 to North of SR 16 already has some construction started. Ms. Tolley referenced the balance of the project in the presentation. It will not be open by 2023. It is estimated to be a 1.5 to 2-year project. Chairman Wayne Bolla asked if it would be open by 2024. Ms. Tolley said she expects by 2024, if there are no hurricanes, no other weather impacts, and other economic impacts.

Commissioner James Renninger asked for clarification on the first project, I-295 (SR 9A) at Roosevelt Boulevard to South of Wells Road - Interchange Modification - 2024. Ms. de Jesus said this project would add lanes to the interchange, including Wells Road, Orange Park Road, Eldridge Avenue, and the East/Westbound off-ramps. Chairman Bolla asked when the New Shands Bridge is expected to be completed. Ms. de Jesus said construction would begin this year. Ms. Tolley said the new bridge would take several years to complete. FDOT does have a website http://nflroads.com/. The website links the specific roads, including the First Coast Expressway. It has several documents, including the plans, segments, toll entries, and an estimate of the construction timeframe. It is the best place to look for information regarding the project.

Chairman Bolla said he knows the project is ahead of schedule because the bridge funding was moved by a year. The bridge is a key thing to Clay County. Ms. Dolby agreed with Chairman Bolla and said Ms. de Jesus would present on the next segment located on the St. Johns County side, which will connect CR 16 A SPUR to I-95. Chairman Bolla asked for an update regarding CR 16 because of the congestion-related 2022 Fair traffic. Commissioner Mike Cella said it was from the interchange to the East of CR 17. Ms. de Jesus, the county requested a study, which will be completed during this next fiscal year. The general idea of the study is to look at potential access management, land use planning, and major intersections to determine what steps can be taken to prevent the deterioration of the operating performance of SR 16 from US 17 through Penny Farms to SR 21. This is planned for the next fiscal year, which will begin July 1, 2022. The plan is to begin by working with County Staff to have a scope of the study and then present an update to the Board. Chairman Bolla asked if all of the projects presented today are fully funded. Ms. de Jesus said they are in the program, yes. Commissioner Renninger asked for the website for these projects to be stated again. Ms. Tolley said http://nflroads.com/. Ms. de Jesus said the website is the best place to get information regarding any project.

Investment Committee Update

Investment report for 1st Quarter and 2nd Quarter FY 21/22

Honorable Tara S. Green, Clay County Clerk of Court and Comptroller, addressed the Board regarding the Investment Committee update. Clerk and Comptroller Green said she would give a recap, and Ms. Amy Bramlitt would give an overview of the actions by the Committee. She also noted that Chairman Wayne Bolla is the newest member of the Investment Committee. Finally, Clerk and Comptroller Green did a recap of the October 2021 - March 2022 actions:

- Took $110.5M excess cash from Wells Fargo and moved $50.0M to Florida Class and $60.5M to Florida Prime
- Moved $33.3M to Florida Prime from Florida Safe

Amy Bramlitt, Finance Officer, continued the update from the Investment Committee.

Market Update:

- Federal Reserve raised interest rates in March for the first time since 2018
    - Strong economic activity and low unemployment rate
    - Inflation remains elevated "reflecting supply and demand imbalances related to the pandemic and higher energy prices"
- Federal Fund Rate targeted from 0.25% to 0.50%
- Anticipates the future increases will be needed
    - Economists state that they could potentially raise the target rate an additional 50 basis points in May and then another 50 basis points in June
- Sends a message that the Federal Reserve is moving to a tighter monetary policy from a neutral policy

Ms. Bramlitt said we would continue to watch the market to invest prudently to improve yields. Ms. Bramlitt referenced a chart in the presentation of the Market Outlook, which came from Wells Fargo. The chart includes trends of historical and predicted Fed Funds Target (FFT). This forecast has negatively affected current long-term investments but will increase yields in the future. Ms. Bramlitt said by the end of 2018, the Federal Funds were 2.5 and had since dipped down to 0.25 and was nearing close to 0. Some said it was probably going to go negative. However, they did increase it from 0.25 to 0.50. basis points, but the Federal Reserve projections are expected to raise rates so that by the end of the calendar year/beginning of the first quarter, it should be back to the 2018 level. As a result, fixed income will see a better return on those funds.

Description of the Invested Funds:

- Florida Prime - (Daily Liquidity)
    - Intergovernmental investment pool and currently serves over 700 participants across the state
    - Pooled assets of $20.2 billion as of 3-24-2022 and is invested in short-term, high quality fixed income securities
    - Pool rated AAA by Standard & Poor's

- Florida Class - (3-5 Day liquidity)
    - Intergovernmental investment pool with a longer term investment strategy generating a higher return
    - Pooled assets of $569.9 million as of 3-30-2022
    - Value is affected by current interest rates
    - Pool rated AAAf/S1 by Fitch
- PFM/US Bank
    - Bond investments in PFM's Pooled funds and US Treasuries recommended by Financial Advisor

Ms. Bramlitt referenced a cash and investments snapshot of where all of the money is as of 3-31-2022. There is $440.7M in cash, which is quite a bit to invest and use. Wells Fargo is an active account with almost $70M. There is $93M in the Bond portfolio, earning an average of 2.6% in FY 2022. The chart reports the actual amount for the first quarter and second quarter. The Florida Pam Bond investments are the short-term money to pay for the construction. It only earns 0.09% because that is the money used to pay those particular bills. Florida Class is the new one with 30 basis points and has increased interest in the second quarter with some of those growing interest rates. Lastly, the biggest investment is Florida Prime, which earned approximately $125,000.00.

Ms. Bramlitt referenced a very detailed chart in the presentation, which summarizes Cash and Investments. It is the required information for the Board and the public. Everything in green is within the investment policy. Certain percentages cannot exceed in various types of investments. She highlighted that the S&P-rated GIP index is an index in the policy the financial advisors use. It needs to be looked at when a portfolio gets below that amount for an extended period. That is why the decision was made to move money out of Florida Safe and into other funds, which has proven to be a good move. The fair market value of the investments is reported as required disclosures. However, they will be held to term, and there will be no difference in the amount invested and the amount taken out of those funds. In the presentation, Ms. Bramlitt references a net earnings by investments FY 2021-2022 chart. The County has good and quality investments.

Commissioner James Renninger asked for clarification regarding a Wells Fargo reported interest rate on a slide from the presentation. Ms. Bramlitt said the County earns 25 basis points for everything there, with the caveat is they offset the banking fees. Therefore, the County is positive about the interest. However, it is a little misleading because the County pays all the banking fees, including cleared checks, ACHs, etc. Future reports can update with gross and net. Commissioner Renninger asked for clarification on the term excess cash. Ms. Bramlitt said excess cash is cash not needed for immediate payment of operating expenses, which means those funds can be invested in a good matching term of maturity to make a little extra money to provide services within the County. Then have it available when it is time for a construction project or work on several other projects. Commissioner Renninger asked where the excess cash came from. Ms. Bramlitt said excess cash comes from ad valorem, fuel taxes, and all the different tax base revenues, all in different funds with specific requirements to use the money. Commissioner Renninger stated for clarity the County gives a discount to pay taxes early, and people do. They pay all of their taxes in November. The County sits on that to run the County for the rest of the year.

APPROVAL OF MINUTES

3. Board of County Commissioners Meeting Minutes, April 26, 2022.

4. Finance and Audit Meeting Minutes, May 3, 2022.

Commissioner James Renninger made a motion for approval of the April 26, 2022, BCC meeting minutes and May 3, 2022, Finance and Audit meeting minutes, seconded by Commissioner Mike Cella, which carried 5-0.

PUBLIC COMMENTS

Chairman Wayne Bolla opened the floor for the public comment at 4:44 pm.

Nancy McDaniels, 1648 Sandy Hollow Loop, Middleburg, Florida 32065, addressed the Board regarding her disapproval of agenda item 18-LDC-2021-14. Ms. McDaniels said she provided pictures for the Board. See Attachment C. She said she understands the Board closed the item, but she still desired to express how her community feels on the matter. The community is faced with a six-story building on the property line of the neighborhood. She said she had been faced with challenges from this since January. We do not need six-story storage units in this County. The County does not need 6-story builds for anything. Our headquarters is only four stories. We do not need tall buildings next to any neighborhood. Many of the neighbors here in the audience do not want that building.

Katie Wigginton, 1646 Sandy Hollow Loop, Middleburg, Florida, 32068, addressed the Board's disapproval of agenda item 18-LDC-2021-14. She said she has spoken to many neighbors in Sandy Hollow. The different neighborhoods have participated in many meetings about the College Drive Initiative. No one is opposed to businesses coming into that end of the College Drive. We would love to see restaurants and family-friendly businesses. However, the neighbors have real safety concerns. We are the closest neighborhood to the light of Old Jennings. It is the last neighborhood that the child walks to Doctors Inlet Elementary school. Every child who goes to that school is transported by a parent or walks. Only one crossing guard is at College Drive and CR 220. Ms. Wigginton suggested that the County look at business operation times and subsequent safety steps to be implemented. Some younger children walk to school with a parent, but most walk by themselves. It is great fear to many in the neighborhood. Many residents have grandchildren that walk that road to go to that school. She has even spoken with business owners who want to see other thriving businesses. She wants to see Clay County stay a family-oriented community, not one that slaps up businesses to get revenue. Ms. Wigginton asked what kind of revenue storage units bring in that there are so many are being built. Chairman Wayne Bolla said they must bring in enough revenue for private investors to invest in them, or they would all go bankrupt. Therefore, people are using them. Ms. Wigginton said someone called existing storage facilities in Clay County and was told many of them are only 70% full.

Dennis Metheny, 1825 B Green Spring Circle, Fleming Island, Florida 32003,

addressed the Board, thanking them but stating he wanted to withhold positive or negative feedback since the item was withdrawn. However, Mr. Metheny did say he was at the Planning Commission meeting and was happy the vote was 6-0. He said he would be back when the item does come before the Board.

Gloria Solomon, 345 Aries Drive, Orange Park, Florida 32073, addressed the Board regarding her disapproval of item 18 - LDC-2021-14. She said she is a long-time resident of Clay County. It has become home. Ms. Solomon expressed her concern about the growth and density of Clay County and asked why any council would agree to allow any developer to change Clay County zoning. That should be up to the constituency and the Boards that are elected. The County should stay the way residents want it instead of it growing in leaps and bounds unrestricted. The zoning is there for a reason. She said she could see where allowing a variance for a specific piece of property is appropriate. However, she does not agree with letting someone come in and change it across the County.

Connie Thomas, College Drive Initiative, addressed the Board regarding several initiatives coming into play. Ms. Thomas said several things in the County that the community is buying in on and are positive for the County. The citizens are working hard to see things come to fruition. Ms. Thomas suggested that when the County is working on initiatives, special districting should be considered or a small moratorium. Then, they can do their job and get things up and running to allow for the initiative. It takes a while with community members because it requires a lot of meetings to bring things together. It is a real challenge to fight a mini-storage project while at the same time trying to get the initiative running and make something really special. Ms. Thomas requested just some time to work.

Hearing no other comments, Chairman Wayne Bolla closed public comment at 4:55 pm.

CONSENT AGENDA

5. Consent Agenda Items from the May 3, 2022 Finance & Audit Committee Meeting

6. Approval of Resolution 89-21R(C) updating the Planning Districts map.

   Resolution 89-21R(C) will amend the previous resolution by replacing Exhibit A (the Planning Districts Map) with an updated map in order to correct an error found in one of the planning district names and to rename a second planning district. The Doctors Inlet/Ridgewood planning district was previously mislabeled as Doctors Inlet/Ridge on the earlier map. The Penney Farms/Asbury planning district will be renamed the Lake Asbury/Penney Farms planning district.

7. Finance Business

   The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order

to meet the requirements of Ch. 136.06 (1) FL Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.

Vice-Chairman Betsy Condon made a motion for approval of the consent agenda, seconded by Commissioner Mike Cella. Which carried 5-0.

DISCUSSION/UPDATES

8. Progress Report on the Bonded Transportation Program (E. Dendor)

Ed Dendor, Bonded Transportation Program Manager, gave the Board a progress report on the bonded transportation program. Mr. Dendor said the designers continue with their design and permitting processes with input from the contractors from Projects 1, 2, 3, 4, 5, and 6A. Project 6B the County and Superior Construction Company Southeast, LLC circulated draft agreements between the organizations for review and signatures for the design build contract for the First Coast Connector. There will be a kick-off meeting tomorrow for that project. Project 1 - CR 218 from Cosmos Avenue to Pine Tree Lane, Anderson Columbia, mobilized the week of the April 25th and started clearing work for the four pond sites that exist for that project. Project #4 (Sandridge Road) on April 5th and 6th, the project team held value engineering sessions with the designer, contractor, WGI, and County representatives to manage the project scope within the project budget and work toward a guaranteed maximum price (GMP) for this project. Final recommendations are being formulated. Mr. Dendor said he presented a program overview for the Northeast Florida Builders Association for community outreach. The meeting was held at the Holiday Inn on Wells Road. He will participate in a presentation next week at the First Coast Summit. Furthermore there will be a groundbreaking ceremony this summer near the CR 218 project. Finally, there will be an open house informational session for all 5 CMAR projects later this summer or early fall. Overall, as the turbulent economic world continues to spiral in unforeseen ways, the team continues to refine the Bonded Transportation Program financial forecast while considering pricing variables and changing commodities as we continue to refine the scope to remain in the BTP finance budget.

Commissioner James Renninger asked what the one near miss was. Mr. Dendor said the survey team WGI was out in the field and got their four-wheel-drive pick-up truck stuck in the mud. A wrecker pulled it from the mud and nicked a tree. Mr. Dendor did a thorough investigation. Commissioner Renninger asked for a near miss to be included in future reports. Mr. Dendor said he would include them if they happen in the future.

Commissioner Mike Cella said he is starting to get phone calls about what will happen to their properties as these projects begin. He asked Mr. Dendor what the best way to handle these questions was. Mr. Dendor said to manage the expectation and answer questions. The County website is the best place. Questions can be funneled to him either via the website or the Board. Someone came to the engineering floor, and he was able to walk them through the projects. Many people want to know how their personal

property will be affected right now. However, most projects are not finished with the design yet, so it is difficult to answer those questions. Mr. Dendor said he would entertain and attempt to answer questions as they went along.

9. Business Tax Update (T. Nagle)

Troy Nagle, Assistant County Manager, presented a PowerPoint presentation to the board regarding the business tax update. See attachment I.

Local Business Tax:

- Enacted by Ordinance
- Most counties collect through the Tax Collector (20% admin fee)
- Exemptions are allowed per Statute (Various businesses)
- Not a Revenue Generator
- Benefits
    - Allows analysis of businesses in the county
    - Allows Public Safety to have an accurate list of all businesses

Requirements:

- Beginning October 1, 1995, a county or municipality that has not adopted a business tax ordinance or resolution may adopt a business tax ordinance.
- The business tax rate structure and classifications in the adopted ordinance must be reasonable and based upon the rate structure and classifications prescribed in ordinances adopted by adjacent local governments that have implemented s.205.0535.
- If no adjacent local government has implemented s.205.0535, or if the governing body of the county or municipality finds that the rate structures or classifications of adjacent local governments are unreasonable, the rate structure or classifications prescribed in its ordinance may be based upon those prescribed in ordinances adopted by local governments that have implemented s.205.0535 in counties or municipalities that have a comparable population.

Mr. Nagle referenced a slide reporting on comparable counties that have a study Clay County could use in the presentation. He noted although Alachua, Leon, Hernando, and Bay County could be considered comparable counties, they do not have a Business Tax. However, Escambia County exceeds Clay County's population by over 100,000, so it would not be comparable. Staff recommends looking at Martin and Indian River Counties, but that is at the pleasure of the Board. Courtney Grimm, County Attorney, said that staff looked for an adjacent county to a model based on the statutory language and tried to determine whether or not they had completed a study. Many of them had difficulty determining if they had completed a study because it would have been done in the 1995 timeframe. Duval did do the study. However, to move passed Duval, the Board would have to determine that it is unreasonable and not comparable for all the reasons Mr. Nagle said. Then you move to comparable population-wise. All counties above Clay County population-wise do not qualify because they have not done the study. One of them was St. Johns County, but they did not qualify. Charlotte, Indian River, and Martin are all below us. Something to consider is the way the statute reads, and because of how

Clay County will have to adopt it under the statute, we are not allowed ever to increase the business tax. Therefore, the statute's only outlet is to repeal it or reduce it.

Questions from Last Meeting:

- Reached out to St. Johns, Indian River, and Duval for Process
- None actively look for violators however, will:
    - send letters if they fail to register after previously registering
- Zoning
    - Self attestation is most common
- If complaint is filed, the action is then:
    - Send a letter or send to code enforcement for action
- Exempt Businesses:
    - If not required to have one by statute, then they are not listed (these are very limited)
    - If exempt from paying, then a $0 tax receipt is issued (same information is still collected)

Mr. Nagle referenced a slide in the presentation describing Exemptions per Florida Statute. He noted that the bottom part of the report does not require a business tax receipt. The top part of the report is entitled to an exemption from a business tax receipt fee. However, it is considered a $0 business tax since they are exempt from paying.

Mr. Nagle referenced a fee generation report. It has projections for assumed fees and expenses.

Commissioner Mike Cella asked how businesses first identify the first roll of business to receive letters about the tax if the County does not have a list. Mr. Nagle suggested reaching out to the Property Appraisers office and notifying the person who owns the property. Commissioner Cella said if the County does not catch a business the first year, that business could ride for years without receiving a letter. Commissioner Cella asked how business is going to be defined. County Attorney Grimm said it is a statutory definition. It is in the draft ordinance and set by statute—the reason being the way the exemptions are set. Chairman Bolla asked if the County could tie any future Federal Assistant criteria to recognizing the business license of Clay County. Mr. Nagle said yes. Commissioner Kristen Burke said it would be an advantage and a positive way to let people know they are there. Commissioner Mike Cella said he could argue the opposite. For example, if someone pays their business tax and receives a business tax receipt and does not do the job they are supposed to, someone could come to the Board and say the Board allowed them to be in business because they were sold a business tax receipt. Commissioner Burke noted the business tax is not recognizing the quality of work. The purpose is to know these business exist in the County simply. Chairman Bolla expressed his concern that Clay County will never be able to raise the rate once it is adopted.

Commissioner Mike Cella noted that Council Member Royal of Green Cove Springs volunteered to speak to the Board regarding a business tax receipt. Van Royal, Council Member of Green Cove Springs, addressed the Board regarding the business tax receipt process for the City of Green Cove Springs. Council Member Royal said he had supported it because it is a good registration system. However, he is concerned for the

County to adopt a similar business tax because that would be double taxation. He said the City of Green Cove Springs would be happy to share their list and information with the County. Chairman Wayne Bolla said if the County adopts the tax, they must tax every municipality. Courtney Grimm, County Attorney, said if Clay County adopts the tax, it must give a portion of the tax to the City of Green Cove Springs. Council Member Royal asked for clarity regarding the fee. County Attorney Grimm said the fee is approximately $40.00, much less than Green Cove Springs. Council Member Royal expressed his concern about businesses responsible for two tax receipts. Mr. Nagle said by statute, the County cannot exempt any municipalities. Council Member Royal said it is a good idea. It gives people a list and lets people know who is doing what.

Courtney Grimm, County Attorney, said there are public hearing requirements due to the statute. The ordinance draft will be updated, and the advertisement for a public hearing will be in the first week of June. Chairman Bolla said he thinks the County should go with the higher rate. Commissioner Renninger noted that the higher rate of $40.00 is cheaper than Green Cove Springs and Orange Park. He asked if there is a way to assess the impact this would have on the municipalities. Mr. Nagle said a report on the last page of the presentation lists the percentages. Commissioner Kristen Burke asked how a municipality could adopt such a high rate. County Attorney Grimm said they did not do it under the study. Certain classifications were allowed if a municipality adopted the tax during a certain timeframe. Vice-Chairman Condon said she is still a no. She has been a no the whole time. She does not believe government belongs in people's businesses. She said the EDC could provide business information to Clay County. That would illuminate the need to tax people for the information. Commissioner Burke asked if the County could get the list from the EDC. Mr. Nagle said that list does not give a comprehensive list of all the businesses in Clay County. It will only give the types of businesses. Chairman Wayne Bolla instructed staff to go ahead with writing the ordinance. The Board will vote on it after the public hearing in June.

OLD BUSINESS

PLANNING AND ZONING

NEW BUSINESS

10. Lien Reduction

    Case No. CE-20-033; 105 Suzanne Avenue, Orange Park, Florida
    Emil David Bay, previous property owner
    James and Robin Stowers, current property owners

Chereese Stewart, Assistant County Manager, addressed the Board regarding lien reduction case number CE-20-033, 105 Suzanne Avenue, Orange Park, Florida. Ms. Stewart said Emil David Bay was the previous property owner and was the property owner when the case became active. The case was active for one year, eight months, and twenty-seven days for the violation of junk, trash, debris, and an overgrown yard. The Code Enforcement Special Magistrate imposed a fine of $50.00 a day beginning August 21, 2020. As of December 8, 2021, the violations were corrected. The lien totals $23,850.00. Staff's costs after 41 documents and eight inspections are calculated to be

$1,620.00. On April 7, 2022, Special Magistrate Hartin recommended that the $23,850.00 lien be reduced to $1,620.00. Her decision was based on the fact that the previous owner had serious mental and physical health issues and could not maintain the property. Also, the current owners, Mr. and Mrs. Stowers, spent approximately $13,000.00 to clean up the property, which took about 20 days.

James Stowers, Current Property Owner, addressed the Board regarding CE-20-033. Mr. Stowers said he grew up with Mr. Bay. Mr. Bay's parents passed away, and he has had some challenges over the years. Mr. Stowers has helped Mr. Bay clean up the property a couple of times. It got to a point where Mr. Bay could not care for himself. Mr. Stowers worked with Mr. Bay's ex-wife and daughter to get him medical help. He is doing well. Mr. Bay is now living in Texas with his daughter. Mr. Stowers and his wife assumed the property from him and cleaned it. He said it was atrocious. He said it was challenging to get it cleaned up in 20 days. However, he said he was happy to get it cleaned up to the point that the fines stopped and appreciate anything the Board could do for him.

Gloria Neely, Friend of Mr. and Mrs. Stowers, addressed the Board on behalf of Mr. and Mrs. Stowers. She said the Stowers had done a phenomenal job cleaning up the property. The property was atrocious, but they were diligent. It was so bad you couldn't even see a lot of things. However, they worked every day after work, every Sunday after church, and constantly cleaned. They had people stop to help, give a thumbs up, and say thank you.

Commissioner James Renninger made a motion for approval to reduce the lien amount to zero, seconded by Vice-Chairman Betsy Condon, which carried 5-0.

11. Request to use alternative procedure to notice public hearings for the consideration of potential purchase and sale agreements for the purchase of identified real property for the Bonded Transportation Program and Facilities Department

Courtney Grimm, County Attorney, addressed the Board regarding the request to use an alternative procedure to notice public hearings for consideration of potential purchase and sale agreements for the purchase of identified real property for the BTP and Facilities Department. There is a list of identified and listed properties attached to the agenda. The request is for the Board to approve the alternative procedures to allow the properties to be pursued. Many of the properties are in connection with the Bonded Transportation Program. Some of them will be used for ponds. Others will have to have more work done for the acquisition of right-of-way. There are additional ones in connection with facilities needs. There has not been a determination to enter into a purchase and sale agreement. That will have to come back before the Board. This request authorizes the alternative procedure.

Commissioner James Renninger asked for clarity regarding the purpose. County Attorney Grimm said the alternative procedure allows the timeframe to be reduced to bring a matter back to the Board. The Florida Statute has a 30-day notice with certain provisions to protect the appraisals and information from the public records. However, because this is being handled, the information does not need to be protected, especially

for the Bonded Transportation Program. The County is providing the appraisals immediately to the people for negotiation purposes. This will reduce the timeframe to provide notice to five days and bring the purchase and sale agreement more quickly.

Commissioner Mike Cella made a motion for approval, seconded by Commissioner Kristen Burke, which carried 5-0.

CONSTITUTIONAL OFFICERS

No comments were made by Constitutional Officers.

COMMISSION AUDITOR

Heather Boucher, Commission Auditor, was not present for comment.

COUNTY ATTORNEY

Courtney Grimm, County Attorney, noted to keep the Board apprised of the progress of the Charter Review Committee. There are three ballot items they are trying to forward and they had to have three public hearings. They held the first public hearing and the second and third are set for May 16, and May 31, 2022.

Chairman Wayne Bolla asked if they as a Commission could put out a referendum if they wanted to and what would the deadline be. County Attorney Grimm said they could and the deadline would be the middle of July.

COUNTY MANAGER

Howard Wanamaker, County Manager, noted that the impact fee study was kicked off yesterday. James Edison and Molly McKay with Willdan Financial Services came and gave an introduction and talked about the approach and the collection of data. CCSO, Clerk's Office, and all the department heads were present at the meeting. Staff feels that time is of the essence with this; with everything going on and things keep growing, they will work diligently to obtain the data and bring it before the Board.

County Manager Wanamaker noted that the workshop held this morning was very productive regarding the solid waste management study. Many of the items from the discussion will be coming up at the next BCC meeting. The topics covered were tonnage of drop-offs per year, recycling, funding, ordinances, and RFPs.

TIME CERTAINS

12. 5:00 p.m. or as soon thereafter as can be heard - Collective Bargaining Agreement between Clay County and the Clay County Fire/Rescue Professionals International Association of Firefighters Local 3362- Fiscal

Years 2022-2024

Chief Lorin Mock and Lieutenant Eric Soles, President of the International Firefighters Labor Union, addressed the Board regarding the collective bargaining agreement between Clay County and the Clay County Fire/Rescue Professionals International Associations of Firefighters Local 3362 for fiscal years 2022/2024. Chief Mock said that Lieutenant Soles has been in negotiations with the labor union as well as himself on behalf of public safety, he is representing his bargaining team, and Chief Mock is representing the management bargaining team. They successfully concluded negotiations a few days ago. As a result, the union was able to vote on the proposal before the Board, they had a fairly large unanimous vote in favor, and they stand before the Board presenting that agreement with the Firefighters Local 3362. It is a three-year agreement that will commence on December 22, 2022.

Chairman Wayne Bolla said that is great news and commended both gentlemen. It was a tough one, and they worked many hours getting it right. The Board is happy, and he hopes the union is happy. Lieutenant Soles thanked the Board, staff, and administrative team with the fire department. They started a hard march back in September, and he also thanked the citizens and his fellow firefighters for their support. Lieutenant Soles said, "mission accomplished." Chairman Bolla said we really appreciate what you all do, and honestly, we can not do enough for you all.

Vice-Chairman Betsy Condon made a motion for approval, seconded by Commissioner Kristen Burke, which carried 5-0

13. 5:00 p.m. or as soon thereafter as can be heard - Confirmation of Clay County Precincts and Polling Places recommended by Supervisor of Elections Chris Chambless

Honorable Chris Chambless, Supervisor of Elections, addressed the Board regarding the confirmation of Clay County precincts and polling places. Supervisor of Elections Chambless acknowledged the collaborative effort of Troy Nagle, Assistant County Manager, and the GIS team. Specifically Ann Chaney, Management Information Services GIS, Holly DePaul, Elections Services Manager, and her GIS team, specifically Anthony Manzano. Over the years, re-precinting has evolved significantly with the evolution of early voting and no-excuse vote by mail, which accounted for more than 80% of the total vote in the 2020 General Election. Additionally, 20% of the vote in the 2020 Presidential election happened at the precinct. It is a fundamental shift in the way citizens are casting their ballots. That has allowed for an increased number of voters assigned to a precinct.

The new idea is this: polling locations with ample and accessible parking and spacious rooms allow for more equipment to accommodate more voters. To meet the needs of Clay County voters while minimizing wait times for voting, precincts are equipped to match the availability of the room and the parking. For example, nearly half of all polling

locations in Clay County can check in 4 to 6 voters at any given time. Additionally, one of the other bottlenecks in the process is that multiple ballot tabulators have been placed at each polling location, allowing voters to complete their ballot and cast it simultaneously. In past years, precincts were primarily by representative district lines. While this is primarily a considerable advancement in the ballot on demand, technology reduces the risk of voters not getting their specific ballot style and better security. It is much easier to secure blank paper than for ballots, and when the supply of blank paper is not used in the primary, it can then be used for the General Election. This is extremely important because of the supply chain issues. Acquiring enough paper can be a challenge. Lastly, it virtually eliminates waste. There is nothing more painful than paying for the ballots that are not used because you are producing them on the front end of the process, but because of the ballot on demand, when a voter authenticates themselves at the ballot polling location is produced at that moment. What is even more painful is when we have to pay to have that unused ballot securely shredded after the Election. Even with these changes, the focus is primarily on the immediate growth of certain areas, including Lake Asbury, Oak Leaf, and Green Cove Springs.

Supervisor of Elections Chambless referenced the Supervisor of Elections website: www.clayelections.gov and gave the Board a handout for information. See Attachment D. The proposed re-precincts changes for 2022, which includes all voters active and inactive, pre-registries. The moves were approximate for location and population.

Boundary Changes

- Precinct 112--Clay County Utility Authority
  - Fox Meadows moved to Precinct 110--Middleburg Civic Center
  - 7,400 to 5,900
  - Only 3 splits due to large number of CBDs
- Precinct 302--St. Johns River State College
  - 530 voters Westside of Night Box moved to Precinct 500--Pinewood Presbyterian Church
  - 3,000 total voters
  - Eliminated all of the BCC splits created by the reapportionments
- Precinct 304--Salvation Army
  - increase 184 voters
- Precinct 600--Russel Baptist Church
  - Moved voters North of Sandridge Road and East of Henley to Precinct 310--Clay County Shrine Club
  - 6,000 to 6,500
  - Facility can handle more people
  - 3 Tabulators within that facility

- Precinct 608--Green Cove Springs Church of Christ
  - CR 315 Traceland and Edgewater Estates

Supervisor of Elections Chambless said all of the changes that were made were made for the benefit of the voter. It also provides in certain areas room to grow. The largest polling location is approximately 10,000 voters.

- Precinct 113--Oak Leaf Baptist Church
    - 10,000 voters
    - Spacious Room
    - Ample Parking
- Precinct 115--Oakleaf Plantation Athletic Center
    - 10,000 voters
- Precinct 116--Argyle Elementary School
    - 10,000 voters
    - The only school because schools are a security risk.

The plan that has been put into place will not take us to the next redistricting year because the growth is too heavy for that. Therefore, we cannot poll locations. PUD and DRI's are limiting accessible space to allow for voting. Supervisor of Elections Chambless encouraged the Board to encourage new communities to consider 1,000 square feet per 5,000 voters for Community Centers to be used for polling locations. Chairman Wayne Bolla recommended Libraries. The Supervisor of Election said libraries would be great if they had ample space in the facility and parking lot. Chairman Bolla asked how long these changes would stay in place before they would need to be changed again. Supervisor of Elections Chambless said on the short side of four years and the long side of six years. It depends on the number of locations that come into these areas to allow growth. Vice-Chairman Betsy Condon said the video that explained election security was excellent, and she enjoyed going to the expo. Chairman Bolla asked how the changes were going to be communicated. Supervisor of Elections said:

- Information cards to every single voter in the county
- Probably the first week of June
- Sample ballot will have all precinct locations
- Postcard after the primary for the General Election

Commissioner Mike Cella made a motion for approval, seconded by Commissioner James Renninger, which carried 5-0.

14. 5:00 p.m. or as soon thereafter as can be heard - Presentations for RFQ No. 21/22-17, Professional Engineering Services for Stormwater Modeling (K.Smith/T. Abernathy)

    Presentations from two Firms for RFQ No. 21/22-17, Professional Engineering Services for Stormwater Modeling. Firms have been requested to provide a 5-10 minute presentation. Presentations will be given in alphabetical order.

    Jones Edmunds & Associates, Inc. = 92.00
    Stinghofen & Associates, Inc. = 93.00

    Following presentations, the Board will conduct a final ranking. Staff will then begin negotiations with the number one ranked firm. A committee consisting of ACM T. Nagle, Deputy Director of Engineering, and Public Works Director performed the initial evaluation and ranking.

Funding Source: FD1054-CC1233-PRJ100368-SC563000

Karen Smith, Director of Administrative and Contractual Services, addressed the Board regarding the presentations for RFQ 21/21-17, Professional Engineering Services for stormwater analysis and modeling services. Ms. Smith noted that there would be presentations from two firms that submitted proposals. The selected firm will be tasked with developing a stormwater master plan for the county and other stormwater-related services. Ms. Smith said that team member Taylor Abernathy from the Engineering Department, who was on the evaluation committee, was present to answer questions following the presentations, and she recognized Amber Hobbs from the Purchasing Department for her hard work on the RFQ. Ms. Smith noted that the project is funded with ARPA funds, and due to the close scoring, the Finance and Audit Committee recommended presentations. Firms have been requested to provide a 5-10 minute presentation. Presentations will be given in alphabetical order as follows:

- Jones Edmunds & Associates, Inc. = 92.00
- Stinghofen & Associates, Inc. = 93.00

Following the presentations, the Board is free to ask questions. After both presentations, there will be a roll-call vote.

Chairman Wayne Bolla asked for clarification for the public of a summary of what the study is to do. Mr. Taylor Abernathy stated this is an opportunity for the county to assess our stormwater as a comprehensive plan. The solicitation of the consultants is to identify local and regional drainage issues and plans to help with the development to help the engineering department curtail the issues. Chairman Bolla asked if this is what we will base our construction projects in the drainage area on in the next ten to twenty years. Mr. Abernathy answered yes, that would be correct.

- Mark Nelson - Senior Consultant/Vice-President, Justin Gregory - Project Manager, Jarrod Hirneise - Project Manager, and Alan Foley - Project Manager presented a PowerPoint to the Board. See Attachment E.

Chairman Wayne Bolla stated that he noticed the St. John's County's projects assessments were broken down into smaller pieces, and it appears that Clay County is going to be done in one. Could you give an explanation of the process. Mr. Foley said those were broken down to regional watersheds and were tackled over a period of time across funding years. Mr. Nelson said part of that was driven by the funding and partly due to the limitations of technology at the time. There were ten watersheds spread throughout the county. The high-resolution terrain information that forms the basis of a lot of the models was hard to work with. The advances in computer technology have driven all that forward to where we are now, and the ten different watershed models developed were all sewn into one model. Which is very important in the lower-lying areas that are flat and you are unsure where the water will drain; the innovations in the last five years have been fantastic in helping. Chairman Bolla said the project summary approach is we have the GIS in place, and we need to model that to the point we can predict where the water will go, and then you will break it up into a series of executable projects and then research funding those projects. Mr. Nelson said exactly, and now that the terrain data is available digitally, high-resolution aerial lidar drive data allows them with computing power

to look at the whole county at once and quickly develop a rapid inundation process. Chairman Bolla asked if there is any validation to ensure what is being sent happens. Mr. Nelson said yes, and what they have done is taken temporary water level recorders and put them in locations. The team gets great photos when the rain comes through and observations of information that can be surveyed.

Commissioner James Renninger noted that Jones Edmunds has worked in Orange Park, and there is data from there; how important is that data and will it be used in the construct of this study. Mr. Jarrod Hirneise said that he worked extensively on the Orange Park project, and there was modeling that took place outside of the town limits, and data was collected. For example, they did a joint project with the county to assess the "big ditch" issues for flooding in the Northwest part of town. They collected survey cross-sections and data along that ditch and some outside the town that would play into the modeling techniques that we are discussing and the data within the town. If you wanted to incorporate that into a model, it could be used for this effort.

Commissioner James Renninger asked what experience they have with environmentally conscious solutions to resiliency. Mr. Nelson noted that on an aerial image of Gainesville on the south end, you could see a gator head in the vegetation, a treatment of wetland, we do a mix of hard and soft, and sometimes we have to go with bulkhead. Mr. Foley said they also helped develop one of the first state well impact manuals in partnership with Southwest Water Management District. Ms. Amy Goodden, Project Manager, noted that they had done design projects using soft armoring and environmental techniques as well as bulkheads where needed. They try to do as much on the environmentally resilient front as much as possible. For example, they have done the Sweet Water Wetlands Park for the City of Gainesville, which was designed for normal flow conditions. Even with all the hurricanes we have had since the park was built, it has operated through the hurricane and immediately after the park was utilized.

Vice-Chairman Betsy Condon noted that the town of Orange Park was granted a $150,000.00 resiliency project. Are you still under contract with the Town of Orange Park. Mr. Gregory said yes, and they were contacted by Kyle Croce, the Town of Orange Park's Public Works Director, to do a scope of work for that funding. Vice-Chairman Condon asked if they were to get the project in Clay County do you see synergies for maximizing the grant funding for resiliency. Mr. Gregory said absolutely if they are working for both entities, they would be assessing projects and ideas that could help resiliency in the town and the county at the same time. Mr. Nelson added that funding partners like to see those synergistic projects to get multiple wins. So if they can fund one project while satisfying citizens in two communities or more, it is extra brownie points.

- Robert Gaylord - President of Stinghofen & Associates, Mark Troilo - Vice President, and Matthew Deal - Deputy Project Manager presented a PowerPoint presentation to the Board. See Attachment F.

Chairman Wayne Bolla asked how would you summarize what the project is about, with three or four major deliverables. Mr. Troilo said the first deliverable would be the database and spacial information to go with the model. The county has a GIS infrastructural database, and a lot of that information would hopefully be used for developing the model network. You would want to keep that intact and updated as you

build the model. Chairman Bolla asked if they would have access to the model after it was constructed. Mr. Troilo answered, of course, and in the past, there was training provided to the staff on how to use the model. Mr. Troilo gave examples of projects used to access the model for staff to utilize. Retrofits, capital improvement project, looking for a ten-year CIP program. The process normally is to build the existing condition model, and they rely heavily on the staff, maintenance crews, or public works because, more often than not, they know where the problems are and what needs to be done to correct the issue, also when we come up with the solution they want staff's feedback. Mr. Troilo said they also work to help update the flood maps. The proposal asked for incorporating that into the GIS, so it was accessible to the residents.

Commissioner Kristen Burke asked if they had recently opened an office locally. Mr. Troilo said the headquarters is in Orlando, and they share an office with WGI locally in Fleming Island.

Ms. Smith took the roll call vote:

- Commissioner Kristen Burke - 1-Jones Edmunds 2-Stinghofen
- Vice-Chairman Betsy Condon noted that she votes the same as Commissioner Burke
- Chairman Wayne Bolla noted he votes the same
- Commissioner James Renninger noted he votes the same
- Commissioner Mike Cella - 1-Stinghofen 2-Jones Edmunds

Ms. Smith said with scores of 6 for Jones Edmunds and nine for Stinghofen, the top-ranked firm is Jones Edmunds, and staff would begin negotiations, and per statute, if they negotiate a contract, staff would move to the second rank firm.

Commissioner James Renninger said he had the pleasure of working with Jones Edmunds in Orange Park, and quite honestly, the product they produced was one of the best he had seen, and he expects that on this project.

15. 5:00 p.m. or as soon thereafter as can be heard - Public Hearing on the Closing, Vacating and Abandoning of a portion of Vermont Avenue, St. Louis Avenue and Des Moines Avenue (all adjacent to the Goose Creek Subdivision)

Courtney Grimm, County Attorney, addressed the Board regarding the public hearing on closing, vacating, and abandoning of a portion of Vermont Avenue, St. Louis Avenue and Des Moines Avenue which are all adjacent to Goose Creek Subdivision. County Attorney Grimm noted the Board approved a plat for the Goose Creek subdivision at a previous meeting. The item is specifically in connection with the identified portions of roads that border along the edge of the subdivision and adjacent properties. The ROW of the roads have never been opened and this is the process to close those and provide half to the subdivision and the other half goes to the adjoining property owners. County Attorney Grimm stated that in the packet you will see that all the adjoining property owners that are affected have consented.

Chairman Wayne Bolla opened the floor for the public hearing at 6:04 pm.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 6:04 pm.

Commissioner James Renninger made a motion for approval, seconded by Commissioner Mike Cella, which carried 5-0.

16. 5:00 p.m. or as soon thereafter as can be heard - First Public Hearing to consider LDC-2022-03. (PC voted 6-0 to approve) (E. Lehman)

    This application is a zoning text change to Art. XII, Sec. 12-6(11)(b) to add a reference to the code and to Sec. 12-6(11)(c) to add a reference to the code and to add a provision that no variance may be granted which allows for a use of the property contrary to the code.

Courtney Grimm, County Attorney, presented a PowerPoint presentation to the Board regarding the first public hearing to consider LDC-2022-03, an application for a zoning text change to Article XII, Section 12-6(11)(b) to add a reference to the code and Section 12-6(11)(c) to add a reference to the code and to add a provision that no variance may be granted which allows for the use of the property contrary to code. See Attachment G. County Attorney Grimm said this is in connection with the Board of Adjustments that handles variances that come in connection with our code, and Planning and Zoning is requesting the change to the powers and duties of the BOA. What this would do is clarify the power they do have. Any variance of something in the code can go before the BOA for their action. The portion of the code that provides for their powers has no limitation. The staff has proposed that the limitation be included so that they can not grant a variance that will affect particular land use. It would affect conditional uses, so they can not override those uses and allow a change. Staff has also included some clean-up with the language to clarify that in the section for the powers and duties, to make sure A, B, and C - all the references refer to the land development regulations code. County Attorney Grimm noted that staff recommends approval.

Chairman Wayne Bolla opened the floor for the public hearing at 6:06 pm.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 6:07 pm.

Vice-Chairman Betsy Condon asked if any Commissioners watched the BOA meeting during the discussion regarding this item. One of the members saw this on the agenda and addressed it. She is very grateful for the volunteer service of our BOA and does not want to minimize that at all, but there was a bit of a tone of possible arrogance that we would come with this proposal, and they wanted to know if it came from the Planning Commission or BCC. Vice-Chairman Condon clarified that this is to prevent a non-elected Board from making a decision that would greatly impact our places in Clay County. They could not override a situation or make a change that would, in effect, change our LDC or any application thereof. Vice-Chairman Condon said she supported this change when Commissioner Cella spoke of it at the meeting in April. Understanding they were caught off guard and had nothing to do with their decisions or the lack of our appreciation of their service, but to close a loophole in our LDC.

Commissioner Mike Cella thanked staff for their work and echoed the sentiments that Vice-Chairman Condon spoke about in terms of appreciation of our volunteers on all the different Boards. Although we often put the call to get people to step forward to serve the public, in this case, the code is what needed to be changed. Commissioner Cella said he has no issue taking the heat for a vote he has made; he does have a problem taking heat for a vote that he did not make that he had no control over making and did not find out about it until after it was made. That is, the essence of the thought process started with talking to staff, and they made the determination of how we could do that. We do not want to dissuade people from volunteering and thinking we will be second-guessing everything, but there was a loophole, and staff thought so as well.

Commissioner Mike Cella made a motion for approval, seconded by Commissioner James Renninger, which carried 5-0.

17. 5:00 p.m. or as soon thereafter as can be heard - First Public Hearing to consider adoption of LDC 2022-02. (District 5 Comm. Burke) Planning Commission voted 3-3 on a motion to approve. (M. Brown)

    Proposed text amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district.

Mike Brown, Zoning Chief, presented a PowerPoint presentation to the Board regarding the first public hearing to consider the adoption of LDC-2022-02, a proposed text amendment to Article III, Section 3-33 B.B.a.i, of the land development code. See Attachment H. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district. The applicant is Frank Miller. Mr. Brown said that the Lake Asbury Village Center zoning district prohibits drive-thru uses. The intent of the Lake Asbury Village Center zoning district was for commercial uses to be “in a compact, walkable form accessible by a sidewalk. Select drive-thru uses are only allowed in the Lake Asbury Activity Center zoning district within the LAMPA. The applicant has requested an amendment to the Lake Asbury Village Center zoning district to allow specific drive-thru uses in this district. The specific uses that would be allowed with a drive-thru include delicatessens & sit-down fast food, pharmacies, laundry, dry cleaning, and banks. The proposed text changes are:

- **Permitted Uses:**
    - Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (~~without~~ with drive-thru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or carwash facilities; tobacco and related shops;

private clubs; libraries and museums; retail outlets for the sale of food, toiletries, sundries, notions and drugs **including pharmacies with drive-thru**; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and dry cleaning (**with drive-thru but** pickup station only); telephone sales and repair; government/public offices; printing/copying/mailing outlets; books, magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (~~without~~ **with** drive~~-through~~ **thru**), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000 square feet.

Mr. Brown noted that all the other development criteria, i.e., architectural standards, setbacks, etc., required for all development and non-residential development in the Village Center zoning district would remain the same. In addition, it would allow for the listed five uses to utilize drive-thru's. The Lake Asbury CAC will meet on May 12, 2022, and this will be provided to them as an informational item. Because of the timing of the creation of the committee and the submittal, they have not heard the item. However, this is just the first hearing, so the Board would have any feedback from them before the adoption hearing. Staff has reviewed the proposed changes and recommends approval of the proposed changes as set forth above. On May 3, 2022, the Planning Commission voted 3-3 on a motion to recommend approval. As the Board is aware, a 3-3 is a vote of non-support.

Commissioner Kristen Burke asked what concerns were for the three votes against the application. Mr. Brown said the staff's take is that they desired to have feedback from the CAC. Commissioner Burke asked if Starbucks would be considered fast food. Mr. Brown answered yes, it would fall into the list.

Commissioner Mike Cella asked if there was a definition for a delicatessen. Mr. Brown said not an official one in the code. It would be left up to the director's interpretation.

Vice-Chairman Betsy Condon asked if there was discussion on why a drive-thru restaurant must have sit-down seating. Mr. Brown indicated that was the wording proposed by the applicant.

Frank Miller, 1 Independent Drive, Jacksonville, Florida, noted with respect to the sit-down question. They did not change the language that reads delicatessens and sit-down fast food. Their contemplation was a Dunkin' Donuts, and a Starbucks would fall within that category. Commissioner Burke said some Dunkin's have drive-thru only. Mr. Miller said that would be a problem as it is written now. Commissioner Burke asked if Mr. Miller could disclose who his client was requesting this change. Mr. Miller said his client was present and asked what they had in mind for the location. The client answered currently, it is a Dunkin' Donuts that will not be drive-thru only.

Commissioner James Renninger stated that he has two reservations; one is to move forward as a Commission without the advisory committee comment he can not support the request. The second one is the Lake Asbury Master Plan has village center to be walker-friendly, and the next thing you know, you are mixing in cars. It is contrary to the plan. Commissioner Burke said she has heard from many residents, and they are happy about it. Pandemic-wise, people go through a drive-thru more often than not. Mr. Miller noted that the Board does not have to take action tonight; this is the first reading. Also, he is planning to attend the CAC meeting Thursday night to answer any questions and see what concerns they may have. The most important thing to remember is you only have ten of these in 30,000 acres of Lake Asbury. When you talk about walkable within the village centers, it is refined walkable. You will not have people walk from six miles away to get to a village center; they will drive. Within that center, there will be multi-family projects where people will walk. But other people will drive their cars there, park and walk somewhere or do a drive-thru. The county's code under the Lake Asbury Development criteria calls for the county to control the curb cuts and interior road ways so drive-thru facilities can be drawn to divert walking traffic in a different direction or minimize the impact. There are several articles in the planning literature about how there is a need for drive-thrus within walkable neighborhoods, and it needs to be designed in such a fashion to retain the walkability because the cars would be there. Commissioner Burke asked if Mr. Miller could disclose the location. Mr. Miller said it would be near the Winn Dixie area in Lake Asbury.

Chairman Wayne Bolla opened the floor for the public hearing at 6:22 pm.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 6:22 pm.

Vice-Chairman Betsy Condon said given the location that Mr. Miller disclosed at the last meeting, the Board approved the gas station to be a fast-food restaurant and would it have a drive-thru. Commissioner Burke noted she asked the question, and it was allowed. Mr. Brown clarified that it was in a PUD that preceded the LAMP.

No action is required by the Board.

18. 5:00 p.m. or as soon thereafter as can be heard - First Public Hearing to consider LDC-2021-14. Planning Commission voted 6-0 to recommend denial of the Code changes.(M. Brown)

    This application is a proposed text amendment to Article III Section 3-5(am), pertaining to the Mini-Warehouse conditional use criteria.

Chairman Wayne Bolla noted that item 18 has been withdrawn by the applicant.

LETTERS FOR ACTION

19. Discussion of Appointment to the Penney Farms/Asbury Citizens Advisory Committee

    Applications were received from Colin Groff and Gary Hughes, seeking

consideration of appointment to fill the vacancy on the Penney Farms/Lake Asbury Citizens Advisory Committee.

Chairman Wayne Bolla opened the floor to discuss the appointment to the Penney Farms/Asbury Citizens Advisory Committee. Applications were received from Colin Groff and Gary Hughes to fill the vacancy. Chairman Bolla noted that Commissioner James Renninger was on that Board and asked if he had a recommendation for the Board.

Commissioner Mike Cella asked if they had to select one out of the two. Courtney Grimm, County Attorney, said this is for the citizen's advisory committee, so it is connected with the Planning Department, and they would review different zoning items for the Penney Farms/Lake Asbury area. Chairman Bolla asked for clarity on how many positions were to be discussed. County Attorney Grimm noted just one.

Following a brief discussion regarding the vacancy and the applicants, Commissioner Kristen Burke made a motion for approval of Colin Groff to be appointed to fill the vacancy, seconded by Commissioner James Renninger, which carried 5-0.

LETTERS OF DOCUMENTATION

20. Bid Opening Tabulations

    Bid Opening Tabulations for April 26, 2022:
    A. Bid #21/22-24, Courthouse 2nd Floor Area Two Build-Out And Covered Parking
    B. RFP #21/22-33, CDBG - Junk/Debris Removal
    C. Bid #21/22-34, CDBG - Demolition & Removal Services

    Bid Opening Tabulations for May 3, 2022:
    A. Bid #21/22-36, Right-Of-Way Mowing (North) RE-BID
    B. Bid #21/22-37, Right-Of-Way Mowing (South) RE-BID

Chairman Wayne Bolla acknowledged the Letters of Documentation.

PUBLIC COMMENTS

Chairman Wayne Bolla opened the floor for the public comment at 7:11 pm.

Hearing no comment, Chairman Wayne Bolla closed the public comment at 7:11 pm.

COMMISSIONERS' COMMENTS

Commissioner Mike Cella thanked the residents that wrote emails to the Board and

visited the BCC meetings and the Fleming Advisory Committee meetings. Their support showed their passion and commitment to their community and convinced the developer that it was not worth the effort to change the LDC for a mini-warehouse. Commissioner Cella said he wanted to clarify that he is not against mini-warehouses, but he is in favor of finding the right location for the right project. That is something they should strive for as they move along, even more than they have done in the past. Finally, Commissioner Cella thanked Ms. Connie Thomas and the College Drive Initiative members. They understood the dangers of having a global LDC change instead of specifically changing something of a local neighborhood level, and he is glad they were able to put that "to bed" at this time.

Commissioner James Renninger said General Fleming was present tonight and is the Chairman of the Fire Watch. Their goal is to interface with those contemplating suicide. People ask how many people have been saved. You do not know, and you do not have the "secret sauce" that will talk the individual off the ledge; it is a serious problem in the military. In the news, there was a nuclear aircraft carrier tied up to the pier in Norfolk, Virginia, going through an overhaul - refit type issue, and they have had seven suicides in the last twelve months. Commissioner Renninger said it could be PTSD or drugs; it is unknown; there have been midshipmen on summer break overdose. It is a real problem out in society; it is not just the military; it crosses every walk of life. It is our contribution to try and mitigate those issues that could cause someone to go down that dark path.

Commissioner Kristen Burke said she is a proud Momma with her son graduating from college this past weekend. However, he missed the graduation ceremony because the baseball team made it to the playoffs. They were traveling for graduation but ended up at a baseball game and were able to enjoy Mothers Day with family, and he is also getting married on June 3, 2022, and saying this for a reason, Commissioner Burke thanked Vice-Chairman Betsy Condon for standing in for her at the National Day of Prayer at Penney Farms. Commissioner Burke said they have a great Board and is appreciative of the other board members. It has been amazing even with the different personalities how well they all work together. Commissioner Burke noted that Food Truck Friday is this Friday, May 13, 2022.

Vice-Chairman Betsy Condon said she has enjoyed filling in for Commissioner Burke. Vice-Chairman Condon noted they had their second meeting of the Highridge Initiative, which Impact Clay has picked up as a supported project. They have one year of Gabbi's time to go through the Kettering Foundation's deliberative process. Last night only being the second meeting of that steering committee, had triple the citizen input and participation as the first meeting. The residents are participating, and it is not a gripe or blame session; it is residents that really want to transform the neighborhood. They keep at the front of the conservation the idea is at the end of the twelve months is to come back and present before the Board and get the same support as the College Drive Initiative and Gateway to Clay have. Commissioner Condon said she applauds the work that is completely volunteer. Commissioner Condon also said it is a pleasure working with this Board; it is a great joy to her to be able to deliver our firefighter's record raises and to be able to settle the contract. She has heard from many of them in appreciation and gratitude to the Board, staff, and management - Chief Mock and Chief Motes, and Courtney Grimm, County Attorney. She commends all the hard work put in because it is really making a difference in the lives of our dispatchers and firefighters, and at the end of the day, safety is their primary focus.

Chairman Wayne Bolla stated he also appreciates the camaraderie they have on the Board; they are doing things and going in the right direction. Chairman Bolla said he wanted to address the comment about developers being able to change our code. He has spoken to County Attorney Grimm regarding the issue and has been unaware of the status since the conversation. There may be nothing that can be done because the public has a right to petition for changes in the code. Courtney Grimm, County Attorney, said yes, however, they are following up with Jacksonville, and they responded that they would set up a time to talk to staff to go through their procedure, but it was not that it had to just come through a councilman. Chairman Bolla noted he would want it to come through staff certainly but would also search for a way to keep the staff from doing a lot of work if it is something the Board does not agree with at all. Having some sponsorship going into the staff process would close that loophole to have it come from the Board if it is a change in the base rules; if we can not figure it out, we will move on to something else. Chairman Bolla noted the density issues mentioned; as more and more people move into Clay County, we have only got so much flat space to build stuff. We are eating up every square inch of green space. There will come a time when we will have to consider building up. That takes heavy-duty density. There may need to be a designated area in the county that will take that next step and make it the "downtown" area for the high-density areas. The concept of building more and more flat storage with everyone moving here means there will be nothing left at the end of the day. Chairman Bolla said, looking at what happened with Jacksonville, they have 10,000 units in one acre, and the only way you can do that is by having skyscrapers. The discussion is that we do not want to go above four stories and part of that was a concern of a fire issue. We have hook and ladders, and a lot of that has to do with the building codes; if we specify that it has to be steel construction and fireproof, we could fix some of that issue. We have to address what we do with all the density coming in, and the only solution that has worked for other counties is to go up.

Hearing no further business, Chairman Wayne Bolla adjourned the meeting at 7:22 pm.

Attest:

_____	_____
Tara S. Green Clay County Clerk of Court and Comptroller Ex Officio Clerk of the Board	Chairman or Vice-Chairman

Acronym Definitions

- ACM – Assistant County Manager
- ARPA – American Rescue Plan Act
- BCC – Board of County Commissioners
- BOA – Board of Adjustment
- BTP – Bonded Transportation Program
- CAC – Citizen's Advisory Committee
- CBD – Central Business District
- CCSO – Clay County Sheriff's Office
- CDBG – Community Development Block Grant
- CMAR – Construction Management at Risk
- CR – County Road
- DRI – Development of Regional Impact
- EDC – Economic Department Corporation
- FDOT – Florida Department of Transportation
- FFT – Feds Fund Target
- FY – Fiscal Year
- GFWC – General Federation Women's Club
- GIS – Geographic Information System
- GMP – Guaranteed Maximum Price
- LAMPA – Lake Asbury Master Plan Area
- LDC – Land Development Code
- PFM- Public Financial Management
- PIO – Public Information Officer
- PUD – Planned Unit Development
- QR – Quick Response
- RFP – Request for Proposal
- RFQ – Request for Qualifications
- SR – State Road
- TIP – Transportation Improvement Plan
- TPO – Transportation Planning Organization

Attachment
“A”
Pet Adoptions

Clay County Animal Services

Pet Adoptions

Fancy CLAY-A-1915

SEX: Spayed Female
BREED: Mix Breed, 3Years Old, 31 lbs.
LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Fancy is a laid back girl with excellent leash manners! Although she does not do well with cats, she definitely likes other dogs. Fancy is looking for a home with no cats and a family that loves to dote on her.

Fancy is up to date on her age appropriate vaccines and is microchipped. While she is heartworm positive, her heartworm treatment is sponsored by our Friends of Clay County Animals, Inc.

Dixie CLAY-A-1664

SEX: Spayed Female
BREED: Mix Breed 8 Years Old, 41lbs

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Hugger alert!!! Dixie is a staff favorite because she is the sweetest girl and gives the best hugs. Dixie had a rough start but she does not let that bother her, she has plenty of love to give and life to live.

Dixie is up to date on all of her vaccines and microchipped. While she is heartworm positive, her heartworm treatment is sponsored by our Friends of Clay County Animals, Inc.

Casper CLAY-A-1750

SEX: Neutered Male
BREED: Domestic Short Hair, 4 Years Old
LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Casper is a well rounded boy that likes other cats and has lived with dogs. Casper is a social boy so he would like to have a cat friend or at least a cat friendly dog to call his own.

Casper has had his age appropriate vaccines and he is microchipped.

Tina CLAY-A-1993

SEX: Spayed Female

BREED: Domestic Short Hair, 4 years Old

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Tina is a sweet girl with a lot of love to give. She came in with a leg injury and although she is healing well, she will need to be kept as an inside cat. Tina is just looking for a place with a comfy bed, some toys, some treats and a human to call her own.

Tina is up to date on all of her age appropriate vaccines and microchipped.

If you are interested in adopting please email us at clayadoptions@claycountygov.com or call at 904-269-6342

Join our "Kitten Crew"
We need fosters, if interested please contact
clayfosters@claycountygov.com

www.facebook.com/ClayCtyAnimals
www.claycountygov.com

Attachment
“B”
Bingo Card Example

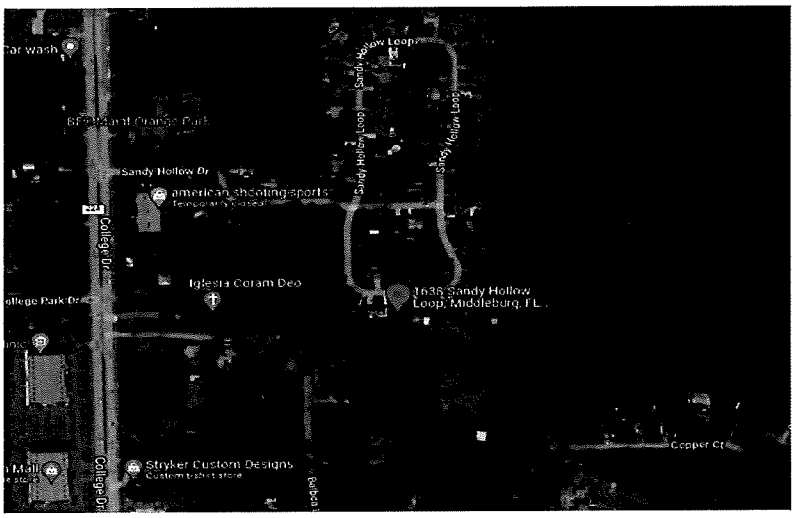
CELEBRATE
CLAY COUNTY HISTORY
BINGO

MIDDLEBURG'S HISTORIC MAIN STREET & HOMES / HISTORY MUSEUM (OPEN SUN 2-4PM)	HISTORIC TRIANGLE / OLD JAIL / 1890 COURTHOUSE / TAPS MONUMENT / **GREEN COVE SPRINGS**	NEPTUNE PARK HISTORIC MARKER / BALL FIELDS / **FLEMING ISLAND**	**KEYSTONE HEIGHTS** BEACH, HISTORIC PAVILION & PLAYGROUND	**ORANGE PARK** NORMAL SCHOOL HISTORICAL MARKER / TOWN HALL PLAYGROUND
BLACK CREEK PARK & BIKE TRAIL / **FLEMING ISLAND**	CLARKE HOUSE PARK & PLAYGROUND / **ORANGE PARK**	**CAMP BLANDING** MILITARY MUSEUM & AIRPLANE GARDEN	SPRING PARK / POOL & SPLASH PAD / PLAYGROUND / FISHING PIER / ST JOHNS RIVER / **GREEN COVE SPRINGS**	JENNINGS STATE FOREST HIKING TRAILS / **MIDDLEBURG**
GOLD HEAD STATE PARK & **KEYSTONE HEIGHTS**	CAMP CHOWENWAW PARK / POOL / KAYAKS TREEHOUSES / DOCK / **GREEN COVE SPRINGS**	★	RONNIE VAN ZANT MEMORIAL PARK (LYNYRD SKYNYRD BAND) / **LAKE ASBURY** AREA	GENERAL ROY GEIGER BIRTHPLACE MARKER / FIRST BAPTIST CHURCH IN **MIDDLEBURG**
REYNOLDS PARK YACHT CENTER / NAVY MOTHBALL FLEET / **GREEN COVE SPRINGS**	**ORANGE PARK** RIVER ROAD WALKWAY / KINGSLEY EAST RIVER OVERLOOK	ST MARGARET'S CHURCH & CEMETERY AT HIBERNIA / **FLEMING ISLAND**	NORTH FLORIDA MILITARY MUSEUM / **GREEN COVE SPRINGS**	KEYSTONE INN HISTORICAL MARKER & NATUAL PARK / **KEYSTONE HEIGHTS**
CLAY HISTORY MUSEUM & RAILROAD DISPLAY / **GREEN COVE SPRINGS** (OPEN SUN 2-5PM)	BRANAN FIELD OUTLYING AIRFIELD SITE @ **OAKLEAF** / CECIL FIELD (DUVAL)	**PENNEY FARMS** TOWN HALL / JC PENNEY STATUE & MUSEUM	BLACK CREEK NATURE WALK / PLAYGROUND / BOAT RAMP / **MIDDLEBURG**	**MIDDLEBURG** METHODIST CHURCH & HISTORIC CEMETERY

Attachment
“C”
Public Comment Info

Picture A

Picture B



Picture C

Attachment
“D”
Supervisor of Elections Information

Re-precincting Changes 2022: NOTE: These numbers represent all voters- active, inactive, pre-reg and are Approximate

Boundary Changes

Pct. 112- CCUA

- Approx. 7400 Voters and 5 splits (2 SB and 2 CDD). With incorporated changes will have ~5900 and 3 splits (All CDD'S)
    - Moved voters (approx. 1500) from Foxmeadow Subdivision to Pct. 110 Middleburg Civic Center

Pct. 302- SJRSC

- Approx. 4700 voters and 3 splits BCC 1,3,5. With incorporated changes will have ~3000 and no splits
    - Moved voters (approx. 530) West of Knight Boxx road to Pct. 500 Pinewood – removes 1 split
    - Moved voters (approx. 180) to Pct. 304 Salvation Army – removes 1 split
    - Moved voters (approx. 1000) from SE Drs. Lake Dr. to the end of Cedar Rd. to Pct. 218- removes 1 split

Pct. 600 Russell Baptist Church

- Approx. 6000 Voters. With incorporated changes will have ~6500 voters
    - Moved voters (approx. 1700) Everyone East of Henley Rd, North of Sandridge and East of Russell Rd. to Pct. 310 Clay Co. Shrine Club
    - Moved voters (approx. 1200) South of Sandridge and West of Russell Rd to Pct. 600

Precinct Addition

Added New Pct. 608 GCS Church of Christ With incorporated changes will have ~1500 voters

- A portion of voters (approx. 500) from Pct. 410 - W side of Hwy 17 and south of Black Creek
- A portion of voters (approx. 200) from Pct. 506 in the Traceland Subdivision - east of CR 315
- All voters in Pct. 604 (approx. 775) that are not in the city limits- north of Governors Creek and west of 17 to Russell Rd.

Some minor changes to clean up the line work and remove House splits.

- Pct. 102 VFW Post #8255
  - < 40 voters on Hibiscus and East St. moved to Pct. 508 South Middleburg Baptist Church to remove House split
- Pct. 113 Oakleaf Baptist Church
  - Small corner in Jennings State Forest with no voters to clean up a split that is there but not relevant.
- Pct. 106 Cornerstone Baptist Church
  - Added a small piece of Pct. 110 Middleburg Civic Center (429 voters) to clean up the line work

Polling Location Change

- Pct. 503 the American Legion -Polling location change to First Baptist Middleburg.

4 new CDDs going from 12 to 16....and we see more in our future.

28 Splits:

16 CDD's which creates 20 splits
4 Cities which creates 5 splits
1 MSBD
2 pcts with 1 split at each
Clay County will have 45 polling locations and 48 precincts

# of polling locations in each BCC District

BCC 1- 9 (FI area), **BCC 2**- 6 (Argyle/Oakleaf area), **BCC 3**- 11 (OP area)

BCC 4- 10 (West side of County KH/MB), **BCC 5**- 14 (Lake Asbury/GC)

Concerns

Going forward I'm concerned where large PUD (Planned Unit Development) or DRI (Development of Regional Impact) are created with little or no availability of facilities for use as polling locations. For example 113,115,116

BCC 1 – (9 precincts)

Pct 302-Thrasher Horne Center

Pct 304- Salvation Army

Pct 308-FOP

Pct 400-Orange Cove 7th Day Adventist

Pct 406-Eagle Harbor Soccer Club

Pct 408-CrossRoads Lutheran Church

Pct 410-FI Splash Park

Pct 412-River Christian Church

Pct 414-Hibernia Baptist Church

BCC 2- (6 precincts)

Pct 112-Clay Utility Authority

Pct 113-Oakleaf Baptist Church

Pct 115-Oakleaf Athletic Center

Pct 116/Split -Argyle Elementary

Pct 118-Asbury United Methodist Church

Pct 122/Split-Advent Lutheran Church

BCC 3- (11 precincts)

Pct 116/Split-Argyle Elementary

Pct 122/Split-Advent Lutheran Church

Pct 124- Advent Lutheran Church

Pct 128-Calvary United Methodist Church

Pct 202-Eleven22 Church

Pct 204-Outreach America

Pct 206-OP Town Hall

Pct 208-Club Continental

Pct 210-OP Library

Pct 216-Lakeside Church of Christ

Pct 218-OP Christian Church

BCC4- (10 precincts)

Pct 100-Clay Hill Baptist Church

Pct 102-VFW

Pct 106-Cornerstone Baptist Church

Pct 110-Middleburg Civic Center

Pct 508-South MB Baptist Church

Pct 700-Kingsley Lake Civic Center

Pct 702- KH Town Hall

Pct 704-First Baptist KH Church

Pct 706-Freedom Baptist Church

Pct 708-Gadara Baptist Church

BCC 5- (14 precincts)

Pct 310-Shrine Club

Pct 500-Pinewood Presbyterian

Pct 503-First Baptist Church MB

Pct 504-Lake Asbury Civic Center

Pct 506-Blackcreek Church of Christ

Pct 600-Russell Baptist Church

Pct 601-Ag Center

Pct 602-GCS City Hall

Pct 604-GCS City Hall

Pct 606-First Presbyterian Church

Pct 608-GCS Church of Christ

Pct 610-Shiloh Baptist Church

Pct 612-Shiloh Baptist Church

Pct 710-Penney Farms Town Hall

Mr. Chambless

Attachment
“E”
Jones Edmunds Presentation

Clay County

RFQ NO. 21/22-17, PROFESSIONAL ENGINEERING SERVICES FOR STORMWATER MODELING

JonesEdmunds

WGI

Janicki Environmental, Inc.

DRUMMOND CARPENTER engineering + research CELEBRATING 5 YEARS OF SERVICE

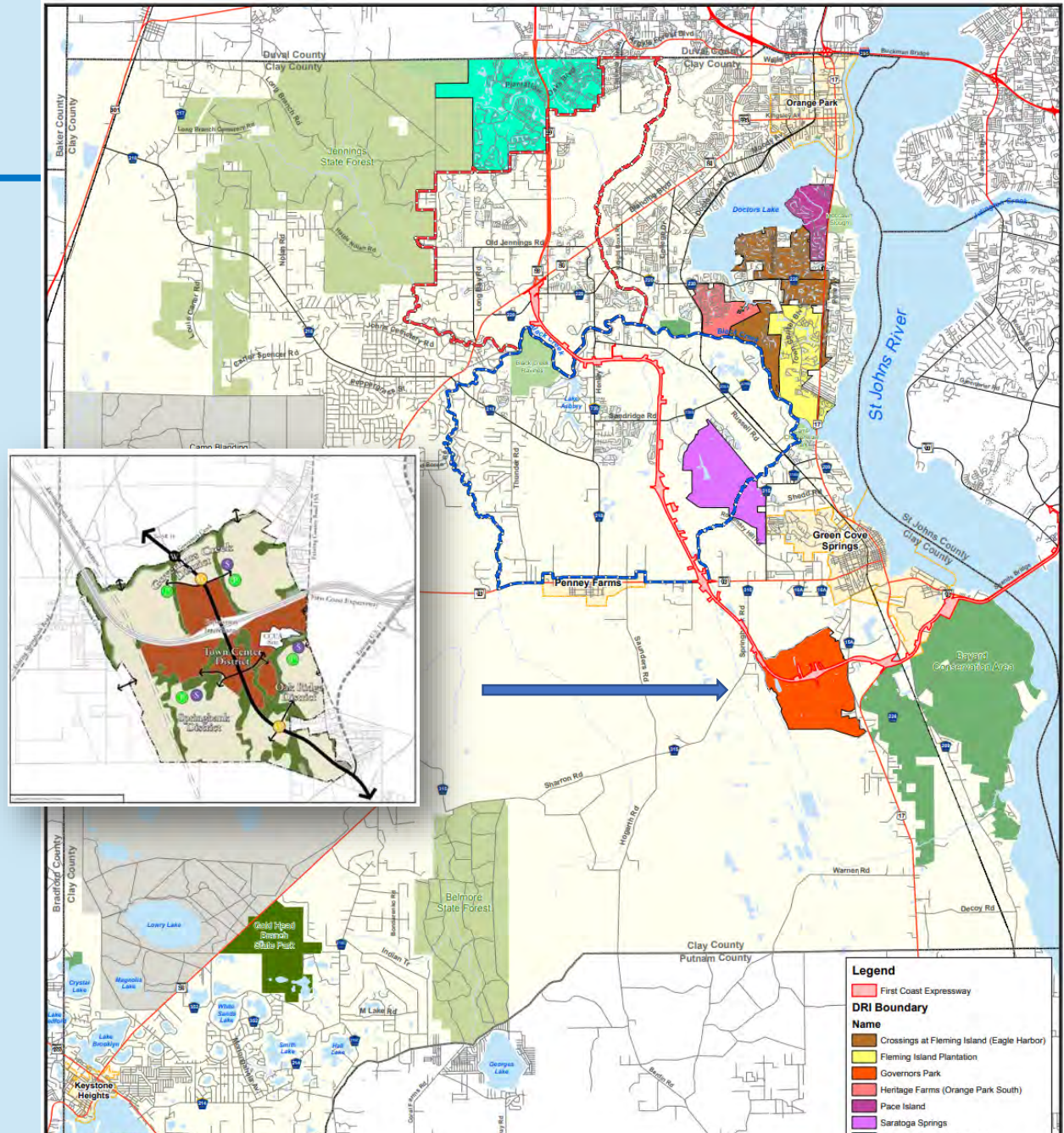
BLACK & VEATCH

BARTRAM TRAIL SURVEYING

May 10, 2022

Project Understanding

- **Growth**
  - First Coast Expressway
  - Bonded Transportation Program
  - Saratoga Springs
  - Governors Park
- **Retain Character**
- **Legacy Issues**
- **FEMA**
- **Resiliency**
- **CIPs**
- **Funding**



Team - Unparalleled Northeast Florida Experience

JonesEdmunds

RELEVANT SERVICES:

1. Data Collection
2. H&H Modeling
3. CIP Recommendations
4. Coordination and Meetings
5. Stormwater Master Plan
6. NFIP – Community Rating System

		1	2	3	4	5	6
Town of Orange Park	Stormwater Master Plan	X	X	X	X	X	
City of Atlantic Beach	Stormwater Master Plan	X	X	X	X	X	
City of Gainesville	Tumblin Creek Watershed Management Plan	X	X	X	X		X
City of Gainesville	Sweetwater Branch Watershed Management Plan	X	X	X	X		X
City of Jax Beach	Stormwater Master Plan	X	X	X	X	X	
Hillsborough County	Little Manatee WMP	X	X		X	X	X
St. Johns County	Mill Creek Regional Model WMP	X	X	X	X	X	X
St. Johns County	West Augustine Regional Model WMP	X	X	X	X	X	X
St. Johns County	Southwest Regional Model WMP	X	X	X	X	X	X
St. Johns County	Southeast Regional Model WMP	X	X	X	X	X	X
St. Johns County	Northwest Regional Model WMP	X	X	X	X	X	X
St. Johns County	West Central Regional Model WMP	X	X	X	X	X	X
St. Johns County	Moultrie and Moses Creeks Regional Model WMP	X	X	X	X	X	X
St. Johns County	Ponte Vedra Regional Model WMP	X	X	X	X	X	X

Team – Expertise and Depth

JonesEdmunds

JonesEdmunds

ORGANIZATIONAL CHART

* Subconsultant

GREEN – WGI

BLUE – Janicki Environmental

BROWN – Black & Veatch

ORANGE – Drummond Carpenter

RED – Bartram Trails

SUBCONSULTANTS

DRUMMOND CARPENTER engineering + research

Janicki Environmental, Inc.

BLACK & VEATCH

BARTRAM TRAIL SURVEYING

WGI

PROJECT MANAGEMENT
Justin Gregory, PE

CLIENT SERVICES
Alan Altman

PRINCIPAL IN CHARGE AND QA/QC
Brett Cunningham, PE, ENV SP
Mark Nelson, PE

PROJECT ENGINEER
Jarrod Hirneise, PE

DATA COLLECTION
Ryan Kett, PSM
Jeremiah Slaymaker, PSM
Steve Adams, PLS
Jeremy Reynolds

H & H MODELING (incl LOS, future conditions, & DFIRM)
Jarrod Hirneise, PE
Austin Wood, PE
Courtnay Cardozo, EI
Thy Do, PE, CFM
Michelle Hays, PG
Elizabeth Tuke, PE
Sam Miller, PE

STORMWATER MASTER PLAN (compilation of Modeling, CIP, CRS and Support Services)
Jarrod Hirneise, PE
Amy Goodden, PE
Jason Icerman, PE, ENV SP
Tracy Dayton, PE, CFM, ENV SP
Courtnay Cardozo, EI

CAPITAL IMPROVEMENT PLANNING
Alan Foley, PE
Amy Goodden, PE
Bruce Myhre, PhD, PE
Jeff Crowley, PE, CCM
Lee Mullon, PE, CFM, D.WRE, PMP
Jon Dinges, PE

NFIP - COMMUNITY RATING SYSTEM
Khan Boupha, PE, GISP
Thy Do, PE, CFM
Karen Liang, PE, CFM

GIS
Tom Blush
Alex Buchans
Jeremy Reynolds
Liz Ciesla
Jaden Erickson

SUPPORT SERVICES

PUBLIC OUTREACH	FINANCIAL ANALYSIS	WATER QUALITY	SURVEY
Mark Nelson, PE Jamie Bell, PE, CFM Walt Reigner, PE, CPESC	Brett Cunningham, PE, ENV SP Jarrod Hirneise, PE	Tony Janicki, PhD Mike Wessel, MSPH Ray Pribble, PhD	WGI Bartram Trails Surveying

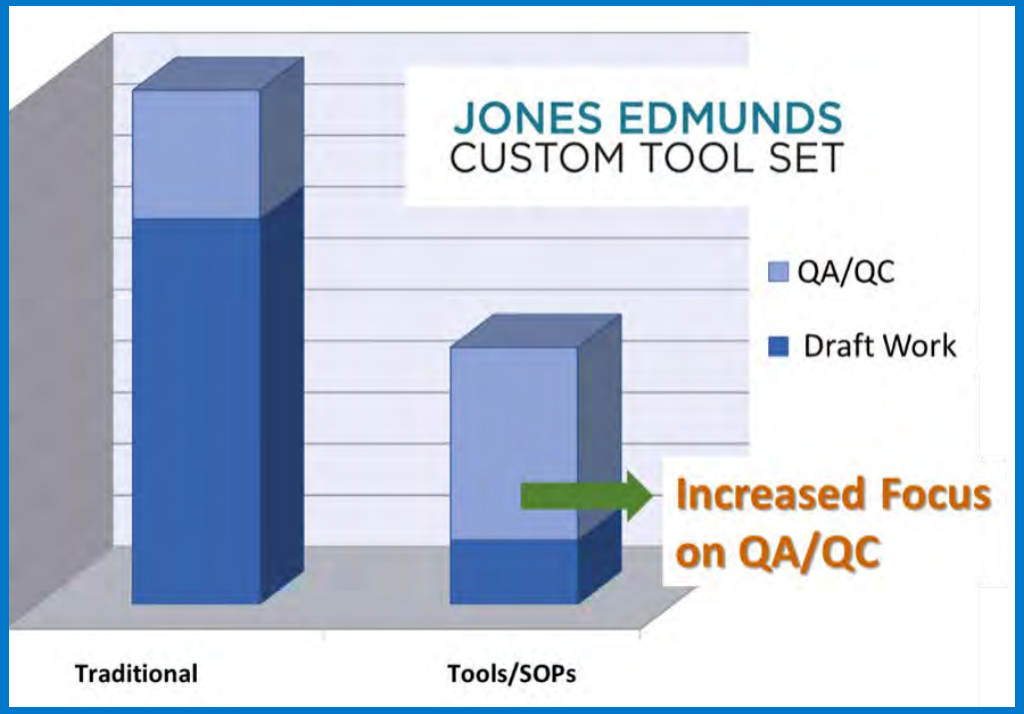
"Jones Edmunds has proven their sincere desire to support our best interest in providing the highest quality services."

Greg Caldwell
St. Johns County Public Works Director

Stormwater Modeling Approach

JonesEdmunds

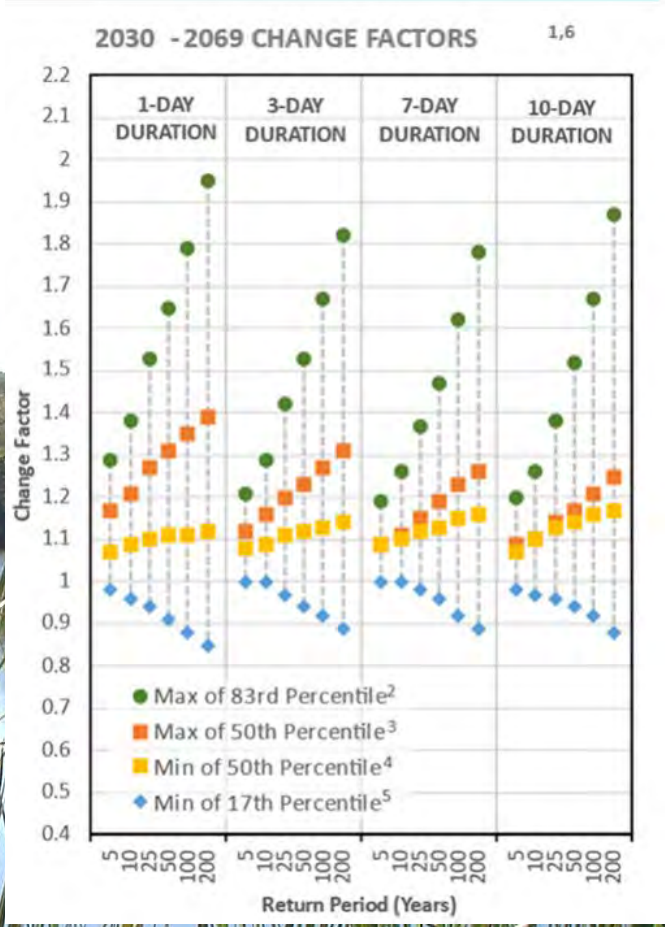
- Automation
- Local Experience
- Quality
- Schedule



Resilient Florida Grant

JonesEdmunds

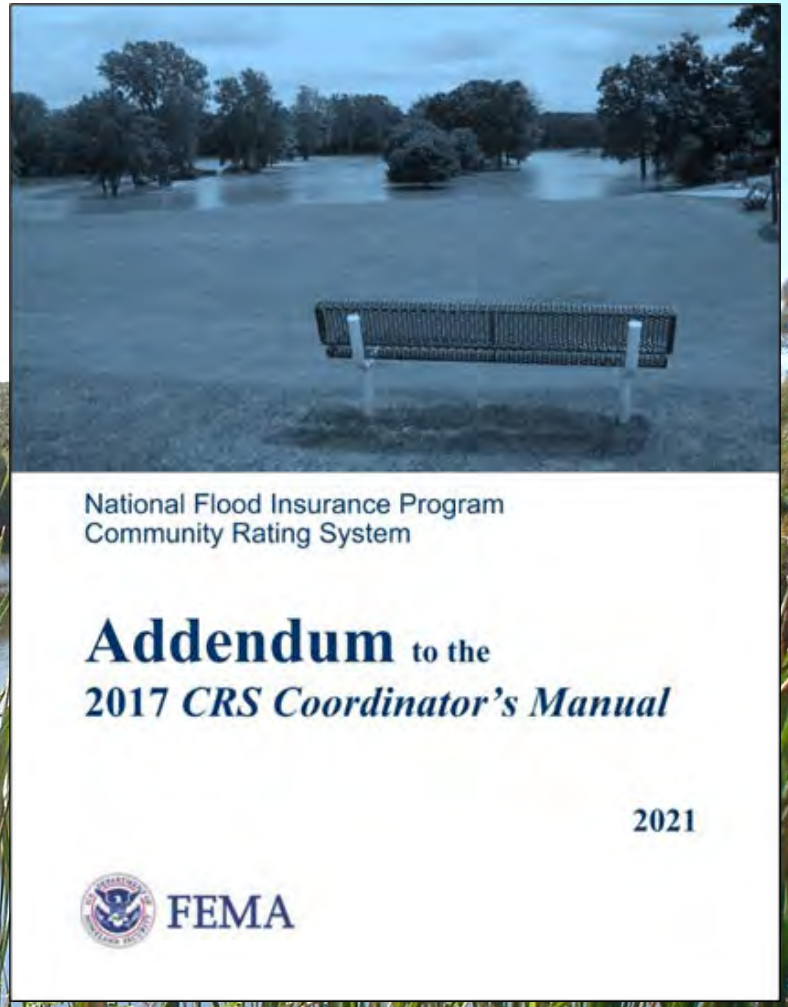
- Grant Funding
- Vulnerability Analysis
- Plan for Future Flood Scenarios
- Master Plan Overlap



National Flood Insurance Program Community Rating System

JonesEdmunds

- Current CRS Class - 7
- Stormwater Masterplan can help improve CRS Class
- Example:
  - Pinellas County 7 → 3
  - Saving Residents $10 Million Annually



Grant Funding Success

JonesEdmunds

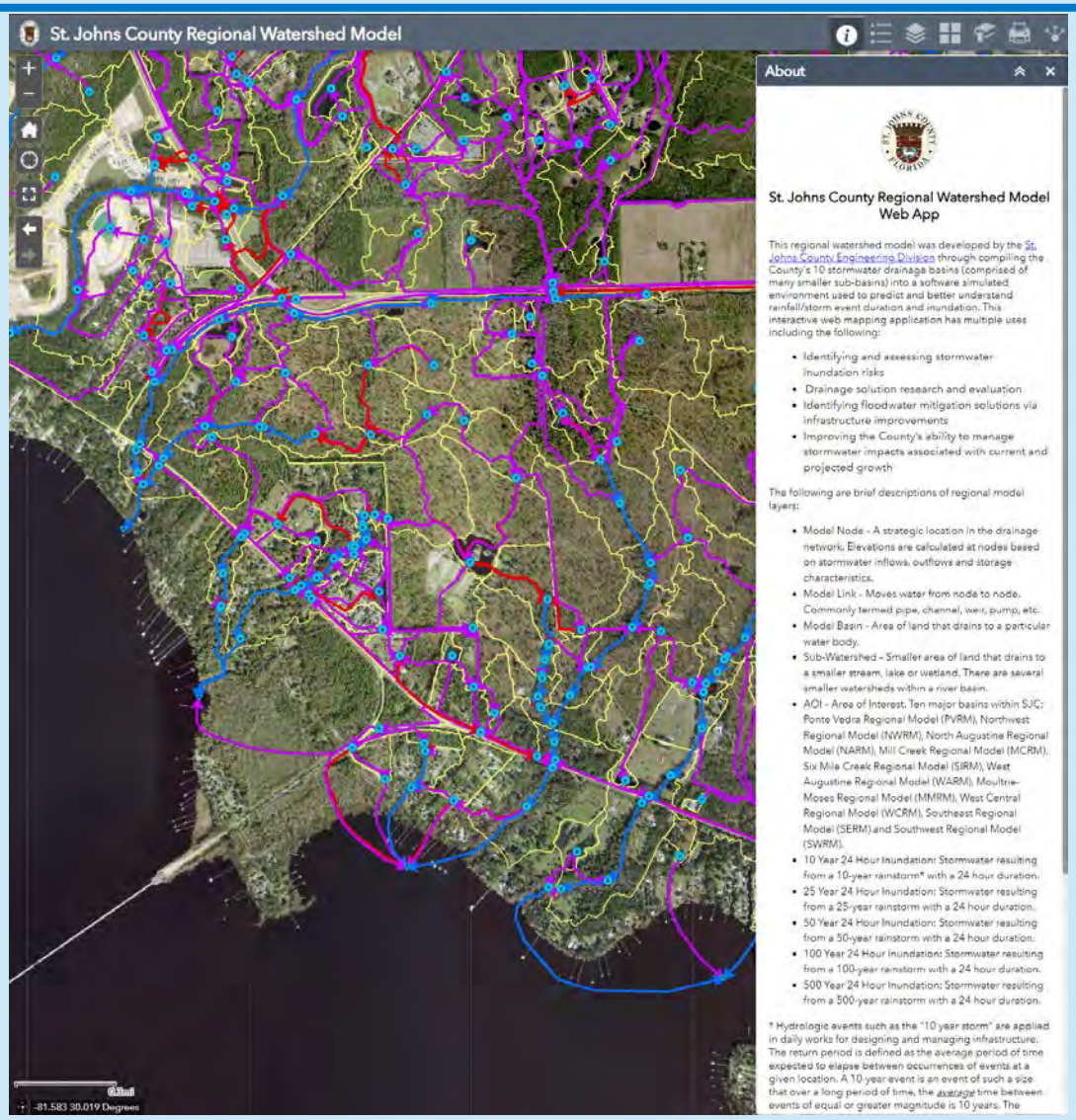
Outstanding Track Record for Grant Funding Assistance

One of our commitments will be developing capital improvement projects that will help you obtain future funding.

Program-Building Success

JonesEdmunds

- Watershed models
- Water quality monitoring, analysis, and planning
- Stormwater design
- Capital Improvement Plans
- TMDL/BMAP strategies
- Permitting
- FEMA Maps
- Community Rating System
- Stormwater reviews
- Asset management
- Integrated WR planning
- Funding



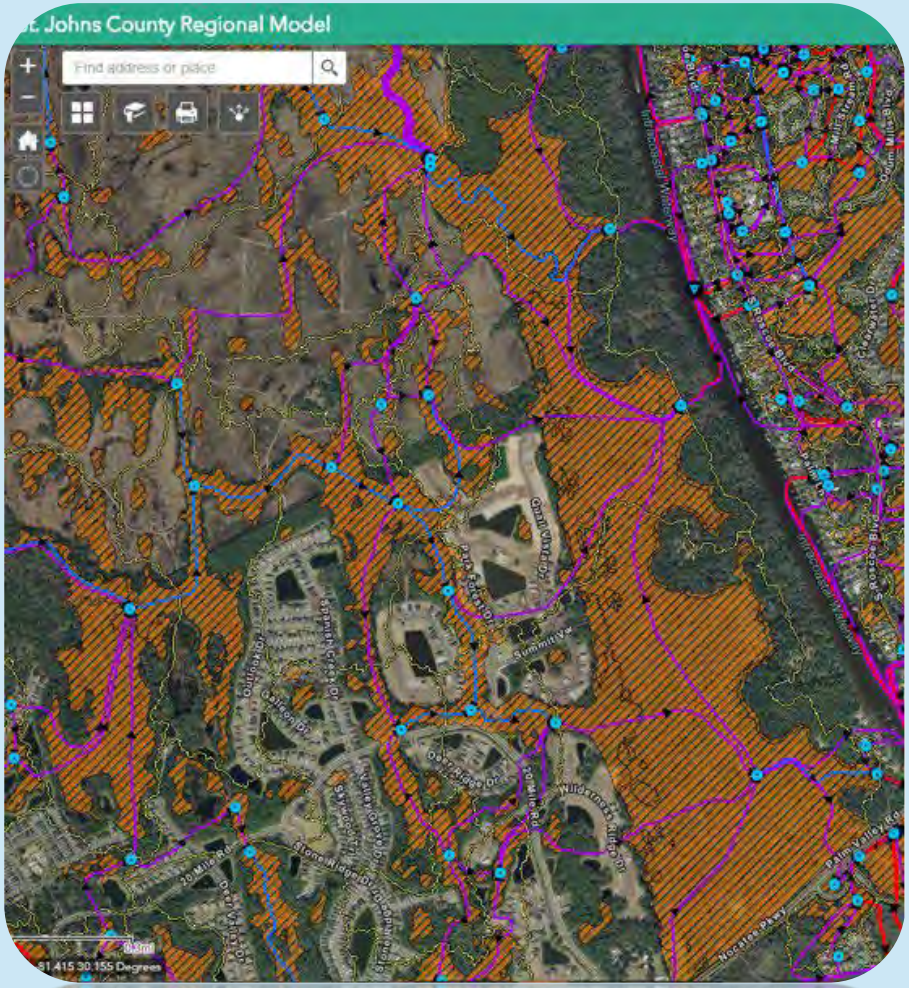
Questions?

Clay County Stormwater Modeling

JonesEdmunds

Recognize Additional Benefits

JonesEdmunds



Attachment
“F”
Stinghofen Presentation

Presentation of Qualifications

Singhofen & Associates, Inc.

Stormwater Management and
Civil Engineering

May 10, 2022

RFQ # 21/22-17

Professional Engineering Services for Stormwater Modeling

Our Team Leads

Robert Gaylord, PE
President

Principal-in-Charge
Chief Design Engineer

Kent Boulicault, PE
Vice President

Contract Manager
Project Manager

Mark Troilo, PE, CFM
Vice President

Sr. Engineer
Chief Modeler

Matthew Deal, GISP

Deputy Project Manager
Sr. GIS Specialist

14 yrs experience
14 yrs at SAI

Our Firm

- Established in 1983
- Intentionally maintained a narrow focus in stormwater management
- Continuity of staff (most key staff have been with SAI for over 10 years)
- Long-term client relationships (some for over 30 years)

Our Team

Shayne Wood, PE
(FEMA Joint Venture)

Robert Dvorak, PE
Derek Doughty, PE

Eric Lanning, PE
(Mentor / Protégé)

Pete Singhofen, PE

Stephen Weaver, PE

Our Team has a strong local presence – offices in Clay County & Jacksonville

We have a vested interest in the success of this stormwater master plan

Our Experience

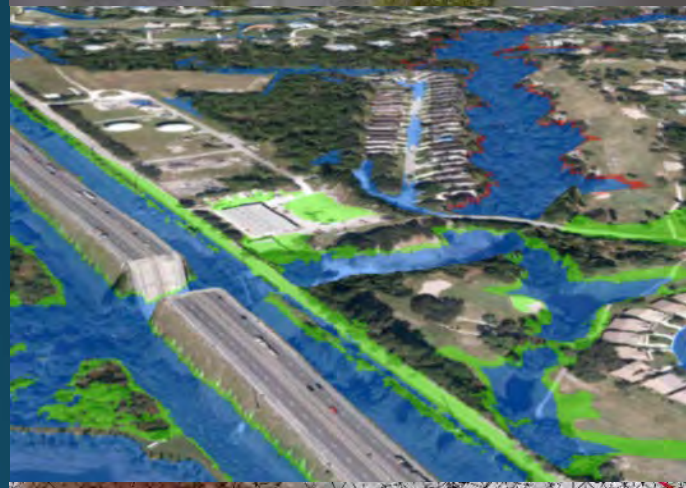
Watershed Modeling and Master Plan Development

- Clay County Loch Rane/Bel Med Stormwater Master Plan
- City of Jacksonville Resiliency Study
- Jacksonville Beach SRA1A Flood Mitigation
- City of Palm Coast Stormwater Management Master Plan
- North Merritt Island Watershed Model
- Palm City Farms Stormwater Master Plan Model
- Pinellas County county-wide Stormwater Model
- Mill Creek Watershed Management Plan and DFIRM Development

Each of the above examples are coastal and/or tidally influenced communities

Watershed Model Standards Development

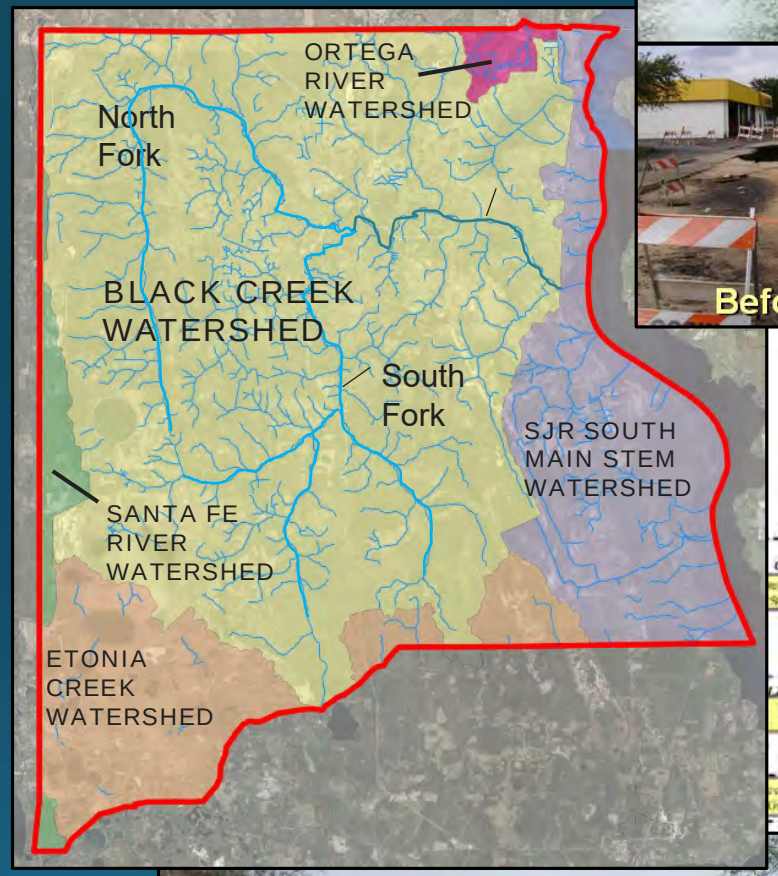
Our clients have repeatedly turned to us to help them standardize their watershed modeling programs

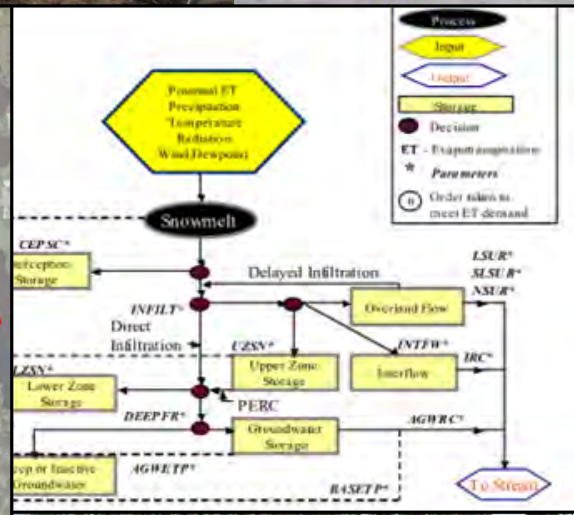


Our Local Knowledge

Significant Work Within Clay County

- Clay County Loch Rane/Bel Med SMP
- Black Creek Water Resource
- Development Project
- Continuing General Engineer Consultant
- Sandridge Rd. Box Culvert Replacement
- Owner's Rep - Bonded Transportation Program
- FEMA Grant Applications
- Jacksonville Harbor Corrective Action Plan
  - **Lower St. Johns River, Etonia Creek, Black Creek**





Our Local Knowledge

An Understanding of Known Issues

- Orange Park
- Doctors Lake
- Indigo Branch
- Bel Med Ditch
- Lake Asbury Area
- Keystone Heights
- Tanglewood
- Cedar Road
- Ridge Crest
- Twin Lakes

Flooding in Orange Park in 2009

Our Schedule

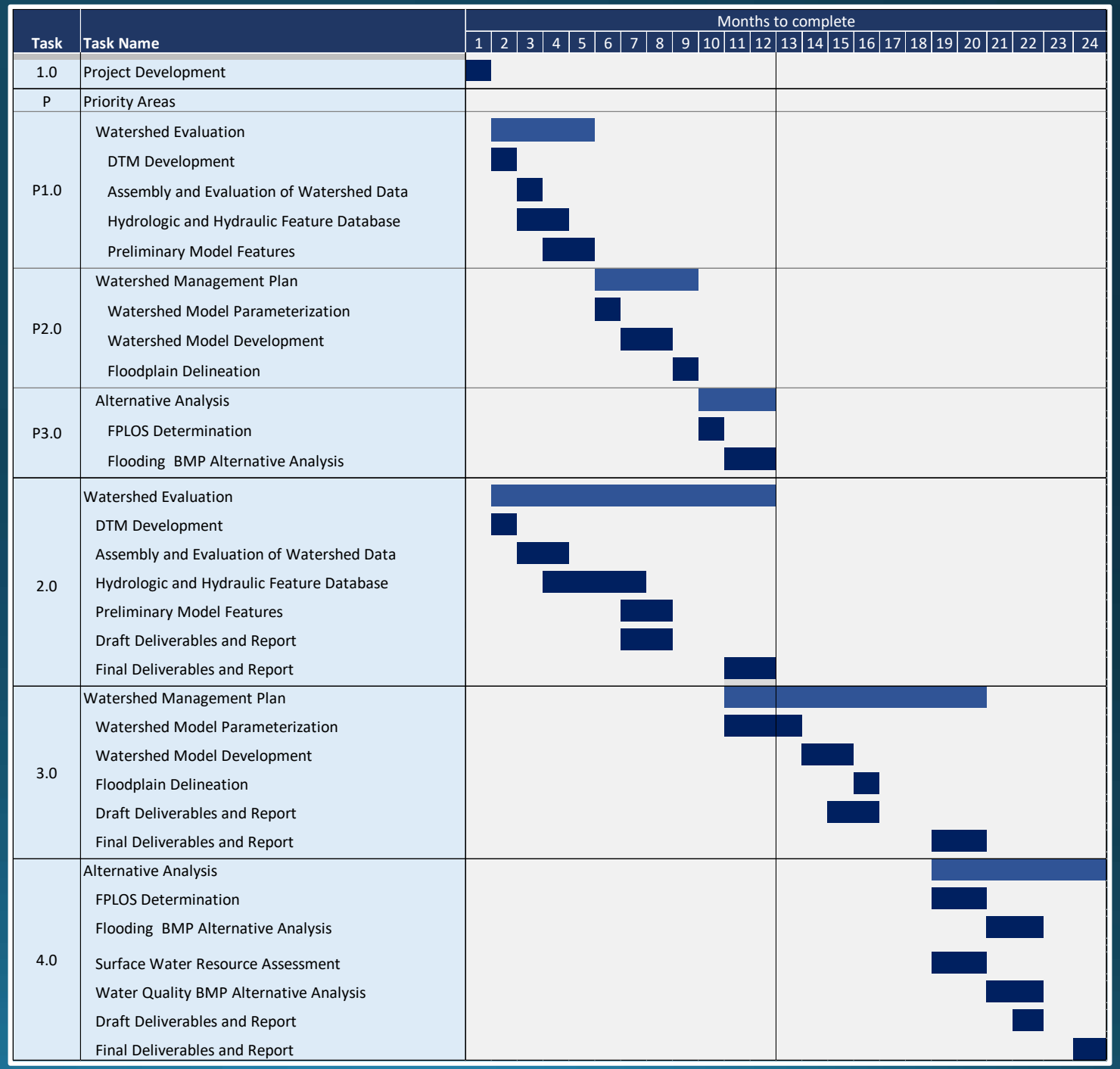
Project Completion with 24 months

Accelerated Focus Area

- Completion in 12 months
- Conceptual Design Alternatives

Availability of Personnel

Sharing of Resources with Teaming Partners



Our Innovation

Additional Elements

Integrated Water Resources

- Our Team members are currently working with Clay County Utility Authority to:
  - **Finalize an integrated water resources plan**
  - **Improve water supply, flood control, and water quality**

Funding Support

- Our team as assisted our clients in securing more than $3.5B in grants and SRF loans
- Current / recent funding applications include FEMA HMGP & ARPA
- SAI Team also reviews FEMA HMGP grants under FEMA contract

Development Review Support

- Conducting reviews of permit applications on behalf of the County

Our Innovation

Real Time Flood Forecasting

Resilience planning tool that is becoming the future of floodplain management

- **Prepare** – Anticipate flooding before it happens
- **Mitigate** – Take advance mitigation measures to minimize risks and damages
- **Recover** – Put recovery measures in place earlier to accelerate recovery

Orlo Vista Flooding due to Hurricane Irma

(Left) Orlo Vista Area flood forecast 3 days prior to Hurricane Irma in 2017

Presentation of Qualifications

Singhofen & Associates, Inc.

Stormwater Management and
Civil Engineering

May 10, 2022

RFQ # 21/22-17

Professional Engineering Services for Stormwater Modeling

Attachment
“G”
LDC-2022-03

Amendment to Section 12-6(11) of the code to amend the powers and duties of the Board of Adjustment

Applicant – Clay County

Board of County Commissioners
May 10, 2022

Purpose of the Proposed Amendment

- The purpose of the amendment is to clarify the powers and duties of the Board of Adjustment
- The proposed language clarifies that decisions that affect land use are not subject to the granting of variances.
- Land use decisions are solely the responsibility of the Board of County Commissioners

Proposed Language

(11) Powers and Duties – The Board of Adjustment shall have the following powers and duties:

(a) Appeals – To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this code adopted pursuant to Chapter 163, Florida Statutes;

(b) Interpretation – To interpret these regulations in this code at the request of the zoning enforcement officials; and,

(c) Granting of Variances – To receive and consider appeals for the granting of variances from the terms of ~~this ordinance~~ this code and to grant such variances pursuant to the provisions established above, provided that no such variance may be granted which allows a use of the property contrary to this code.

Recommendation

- Staff recommends approval of the proposed amendments of the Code to Section 12-6(11).

Attachment
“H”
LDC-2022-02

BOARD OF COUNTY COMMISSIONERS

Code Change LDC-22-02

1st Public Hearing

May 10, 2022

APPLICATION INFORMATION

Applicant: Frank Miller, Gunster Law Firm

Request: Amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code to allow specified drive-thru uses in the Lake Asbury Village Center zoning district.

Planning Commission on May 3, 2022 voted 3-3 on a motion to recommend approval.

OVERVIEW

The Lake Asbury Village Center zoning district prohibits drive-thru uses.

The intent of the Lake Asbury Village Center zoning district was for commercial uses to be “in a compact, walkable form accessible by sidewalk”.

Within LAMPA drive-thru uses are only allowed in the Lake Asbury Activity Center zoning district.

The applicant has requested an amendment to the Lake Asbury Village Center zoning district to allow drive-thru for delicatessens & sit down fast food, pharmacies, laundry and dry cleaning, and banks.

PROPOSED TEXT CHANGES

Permitted uses:

i. Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (~~without~~ with drive-thru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or carwash facilities; tobacco and related shops; private clubs; libraries and museums; retail outlets for the sale of food, toiletries, sundries, notions and drugs including pharmacies with drive-thru; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and dry cleaning (with drive-thru but pickup station only); telephone sales and repair; government/public offices; printing/copying/mailing outlets; books, magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (~~without~~ with drive~~-through~~ thru), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000 square feet.

RECOMMENDATION

The application is a request to amend the Land Development Code to allow specific drive-thru uses in the Lake Asbury Village Center zoning district.

Lake Asbury CAC will meet on May 12th

Staff has reviewed the proposed changes and recommends approval of the proposed changes as set forth above.

Planning Commission voted 3-3 on a motion to recommend approval of the proposed LDC change.

QUESTIONS

Attachment
“I”
Business Tax

Business Tax

BCC Meeting 10 May 2022

Local Business Tax

- Enacted by Ordinance
- Most counties collect through the Tax Collector (20% admin fee)
- Exemptions are allowed per Statute (various businesses)
- Not a Revenue Generator
- Benefits
  - Allows analysis of businesses in the county
  - Allows Public Safety to have an accurate list of all businesses

Requirements

- Beginning October 1, 1995, a county or municipality that has not adopted a business tax ordinance or resolution may adopt a business tax ordinance.

- The business tax rate structure and classifications in the adopted ordinance must be reasonable and based upon the rate structure and classifications prescribed in ordinances adopted by adjacent local governments that have implemented s. 205.0535.

- If no adjacent local government has implemented s. 205.0535, or if the governing body of the county or municipality finds that the rate structures or classifications of adjacent local governments are unreasonable, the rate structure or classifications prescribed in its ordinance may be based upon those prescribed in ordinances adopted by local governments that have implemented s. 205.0535 in counties or municipalities that have a comparable population.

Comparable Counties

	Clay (Proposed)	Charlotte	Martin	Indian River	Duval
Population	218,245	188,910	161,258	159,923	995,567
Fee:					
•Retail Store ($250,000 Inventory)	$25 or $40	$35 or $25	$25	$40	$817.55
•Contractor (10 Employees)	$25 or $40	$35 or $25	$25	$40	$87.50
•Boat Storage (100 spaces, 5 Employee)	$25 or $40	$35 or $25	$25	$40	$138.75
•Hobby Show (Per Show)	$25 or $40	$35 or $25	$25	$40	$50.00
		Study	Study	Study	Not compatible as is a consolidated city\county Only adjacent local government that we have been able to determine has implemented .0535

Note: Although Alachua, Leon, Hernando and Bay County could be considered comparable counties, they do not have a Business Tax. Escambia County does however, it exceeds Clay County's population by over 100,000 so it would not be comparable.

Questions from Last Meeting

- Reached out to St Johns, Indian River, and Duval for process
- None actively look for violators however, will:
  - Send letters if they fail to register after previously registering
- Zoning
  - Self attestation is most common
- If complaint is filed, the action is then:
  - Send a letter or send to code enforcement for action
- Exempt Businesses:
  - If not required to have one by statute, then they are not listed (these are very limited)
  - If exempt from paying, then a $0 tax receipt is issued (same information is still collected)

Exemptions per Florida Statute

The following are entitled to an exemption from a business tax receipt fee:

- A veteran of the United States Armed Forces who was honorably discharged upon separation from service, or the spouse or unremarried surviving spouse of such a veteran
- The spouse of an active duty military service member who has relocated to the county or municipality pursuant to a permanent change of station order
- A person who is receiving public assistance as defined in Florida Statute §409.2554
- A person whose household income is below 130% of the federal poverty level based on the current year's federal poverty guidelines as determined by the U.S. Department of Health & Human Services
- A person who is 65 years of age or older who uses less than $1,000 of their capital investment and does not have any more than one employee or helper in connection with the business or occupation
- A person who is physically incapable of manual labor, who uses less than $1,000 of their capital investment, and does not have more than one employee or helper in connection with the business or occupation
- A person who is a widow/widower with minor dependents(s), uses less than $1,000 of their capital investment, and does not have more than one employee or helper in connection with the business or occupation

The following are not required to have a business tax receipt:

- Business owners engaged in selling of farm, aqua cultural, grove, horticultural, floricultural, tropical piscicultural or tropical fish farm products, or products manufactured from them when such products were grown or produced by the business owner
- Persons practicing religious tenets of any church
- Any charitable, religious, fraternal, youth, civic, service, or other such organization when the organization makes occasional sales or engages in fundraising projects when the projects are performed exclusively by the members and the proceeds derived from the activities are used exclusively in the charitable, religious, fraternal, youth civic and service activities of the organization.
- College and high school students who have been given approval from the athletic association or authority of their school to sell pennants, badges, insignia and novelties of their school
- Fishermen who have a fresh or salt water fish dealer's license and are selling or disposing of fish caught or acquired by them. The dealer must be selling directly to the consumer from vehicles within the county in which the fish were caught or acquired by the dealer

Fee Generated

Revenue is considered general revenue and is unrestricted

** Note once Clay County sets the fee it cannot be increased but can be decreased

Assumptions:		
Business Count	10000	10000
Percentage Compliance	70%	70%
Fee Charged	$ 25.00	$ 40.00
Total Collected		
Business Tax	**$ 175,000.00**	**$ 280,000.00**
Expenses:		
Tax Collector (20%)	$ 35,000.00	$ 56,000.00
Orange Park (4.16%)	$ 5,824.00	$ 9,318.40
Green Cove Springs (4.50%)	$ 6,300.00	$ 10,080.00
Penny Farms (.37%)	$ 518.00	$ 828.80
Keystone (.66%)	$ 924.00	$ 1,478.40
Review Code Cases (paying tax)	$ 66,800.00	$ 66,800.00
Total Revenue	**$ 59,634.00**	**$ 135,494.40**

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Finance and Audit Meeting Minutes, May 17, 2022	Backup Material	5/17/2022	Finance_and_Audit_Meeting_Minutes_May_17__2022ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	5/18/2022 - 1:44 PM	Item Pushed to Agenda

FINANCE AND AUDIT COMMITTEE
MEETING MINUTES
May 17, 2022
Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
1:00 PM

PUBLIC COMMENTS

Chairman James Renninger called the meeting to order at 1:02 pm.

Chairman James Renninger opened the floor for the public comment at 1:03 pm.

Hearing no comments, Chairman James Renninger closed the public hearing at 1:03 pm.

BUSINESS

1. Award of Bid No. 21/22-36, Right-Of-Way Mowing (North) (RE-BID) and Accompanying Agreement (T.Gardner)

   1) Approval to post notice of intent and award Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

   2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

   Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

   After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

2. Award of Bid No. 21/22-37, Right-Of-Way Mowing (South) (RE-BID) and Approval of Accompanying Agreement (T.Gardner)

1) Approval to post notice of intent and award Bid No. 21/22-37, Right-of-Way Mowing (South) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

3. Rejection of bid submittals for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project (K. Smith)

   Approval to reject the two bids received for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project due to budget concerns. Both bids received are over budget. This project is funded by a Local Agency Program Agreement with FDOT. The project will be re-bid allowing for additional time to secure construction materials and complete the project.

   After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

4. First Renewal to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds (K.Smith/J.Pierce)

   Approval of first renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.

   After discussion, Chairman James Renninger recommended the Board

place this agenda item on its May 24, 2022, consent agenda. Vice-Chairman Kristen Burke seconded the recommendation, which carried 2-0.

5. Memorandum of Understanding with Jacksonville Transportation Authority Re: Transit Study (T.Nagle)

   Approval of Memorandum of Understanding with Jacksonville Transportation Authority (JTA) agreeing to enter into a cooperative relationship to conduct a Clay County Transit Study to better understand the needs of commuters in the study area. The County will reimburse JTA once the Study is completed. The County and JTA agree to split the cost of the Study equally 50/50. In no event shall the County's nor JTA's portion of the cost exceed $100,000. JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023. Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure

   After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

6. Budget Resolutions for Grant Awards (M. Mosley)

   Approval of the following two (2) budget resolutions for grant awards under $50,000:

   1. Humanities Grant for Libraries-ARPA: $10,000 awarded by the American Libraries Association (National Endowment for the Humanities) to support humanities public programming. Funding Source: General Fund Grant Revenue / Federal Grants - Culture and Recreation
   2. FDOT Local Agency Program Agreement #G1R36: $35,000 awarded by the Florida Department of Transportation Local Agency Program to be used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road. Funding Source: Capital Improvement Plan (CIP) Projects Fund Grant Revenue / FDOT Safety - LAP Grants

   After discussion, Chairman James Renninger recommended the Board place this agenda item on its May 24, 2022, consent agenda. Vice-Chairman Kristen Burke seconded the recommendation, which carried 2-0.

7. TDC Event Grant Requests (K. Morgan)

Approval of the Tourist Development Council's (TDC) recommendations of the following grants:

1.) May 28-29, 2022 Girls Lacrosse Showcase - Sports Grant (600 athletes, coaches, families and collegiate scouts) - Recommended Grant Award will be $12,000 with the contingency that if the County can purchase required lacrosse equipment, there will be no need for an equipment rental expense. Tournament must also be a Stay-to-Play tournament with no other rebates.

2.) August 20-21, 2022 Girls Lacrosse Showcase - Sports Grant (Originally scheduled for May 20-21 but moved to August 20-21 - 70 teams with approximately 18 players per team, coaches, families and collegiate scouts) - Recommended Grant Award will be $10,000 with the contingency that if the County can purchase additional required lacrosse equipment within a budget of $15,000. Tournament must also be a Stay-to-Play tournament with no rebates.

3.) Bella Notte, A Night of Art Under the Stars - Special Event Marketing Grant (September 15) - Recommended Grant Award of $3,500 reimbursable marketing grant.

4.) Rock the Box 2 - Special Event Marketing Grant (August 13) - Recommended Grant Award of $3,000 reimbursable marketing grant.

Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

8. FY21/22 Budget Adjustments Within Non Capital Improvement Element (R.Kantor)

Approval of budget adjustment within the Capital Improvement Plan (CIP) Projects Fund (Non Capital Improvement Element CC1232) in the amount of $81,265 to align budgets with bids for the Kingsley Lake and Thunderbolt Elementary to Calming Waters Sidewalk Projects. The

CR218 Beyond Taylor Road Sidewalk Project will be deferred to FY22/23. Funding Source: Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

COUNTY MANAGER

Howard Wanamaker, County Manager, said he had no discussion items pending questions from the Committee.

Hearing no other business, Chairman James Renninger adjourned the meeting at 1:22 pm.

Attest:

_____	_____
Committee Chairman	Recording Deputy Clerk

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Richard Smith, Director of Engineering

SUBJECT:

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The applicant is requesting that the Board accept for recording the final plat of Rolling Hills Unit 2A. The plat consist of 24 single family homes and is located off of Sandridge Road.

ATTACHMENTS:

Description	Type	Upload Date	File Name
Plat of Rolling Hills 2A	Backup Material	5/20/2022	Rolling_Hills_2A_Final_Plat.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Plots	Streeper, Lisa	Approved	5/18/2022 - 1:44 PM	Item Pushed to Agenda

Rolling Hills Unit Two-A

Section 27, Township 5 South, Range 25 East, Clay County, Florida

LAND USE	LA RF
ZONING	PUD
AREA	15.45 AC.+/-
No. LOTS	24
MINLOT SIZE	5808 Sq. Ft.

PLAT BOOK PAGE

SHEET 1 OF 7 SHEETS

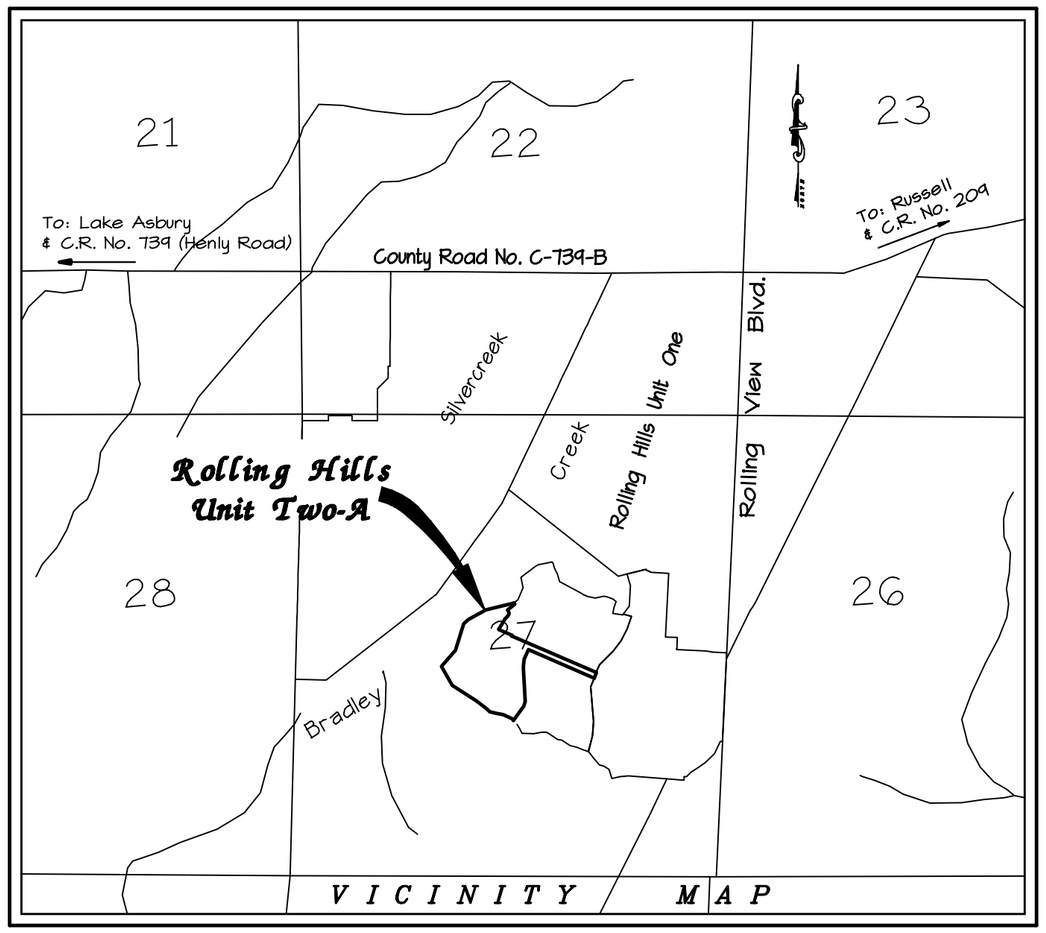
TYPE I SUBDIVISION "PUD" ZONE

OWNER	ENGINEER	SURVEYOR
Waltham Development Co.	Hadden Engineering	Eiland + Associates
1569 Royal Fern Lane	Kingsley Avenue	615 Blanding Blvd.
Fleming Island, Florida	Orange Park, FL	Orange Park, FL

CAPTION

A parcel of land situated in Section 27, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the southwest corner of Lot 48, Cedar Creek at Rolling Hills, according to plat thereof recorded in Plat Book 55, pages 44 through 52 of the public records of said county; thence on the west line of Cedar Creek at Rolling Hills, run South 20 degrees 25 minutes 21 seconds West, 20.03 feet to the point of beginning; thence continue on said west line, South 20 degrees 25 minutes 21 seconds West, 60.09 feet; thence North 66 degrees 27 minutes 47 seconds West, 726.03 feet; thence South 23 degrees 33 minutes 47 seconds West, 105.46 feet; thence South 05 degrees 46 minutes 22 seconds West, 71.73 feet; thence South 02 degrees 04 minutes 24 seconds West, 31.32 feet; thence South 03 degrees 21 minutes 42 seconds East, 327.31 feet; thence South 16 degrees 11 minutes 10 seconds West, 47.41 feet; thence South 35 degrees 55 minutes 04 seconds West, 177.51 feet; thence North 41 degrees 41 minutes 10 seconds West, 25.18 feet; thence North 65 degrees 44 minutes 42 seconds West, 94.26 feet; thence North 80 degrees 44 minutes 53 seconds West, 60.51 feet; thence North 75 degrees 39 minutes 31 seconds West, 82.24 feet; thence North 44 degrees 53 minutes 26 seconds West, 37.96 feet; thence North 52 degrees 48 minutes 19 seconds West, 136.94 feet; thence North 57 degrees 09 minutes 39 seconds West, 286.83 feet; thence North 29 degrees 38 minutes 44 seconds West, 222.93 feet; thence North 41 degrees 12 minutes 35 seconds East, 215.26 feet; thence North 17 degrees 35 minutes 09 seconds East, 278.03 feet; thence North 45 degrees 16 minutes 43 seconds East, 66.35 feet; thence North 61 degrees 07 minutes 48 seconds East, 202.01 feet; thence North 76 degrees 27 minutes 41 seconds East, 290.31 feet; thence South 40 degrees 22 minutes 38 seconds East, 14.51 feet; thence South 49 degrees 37 minutes 22 seconds West, 92.48 feet; thence southeasterly, along the arc of a curve concave southwesterly and having a radius of 40.00 feet, an arc distance of 61.43 feet, said arc being subtended by a chord bearing and distance of South 03 degrees 01 minute 56 seconds East, 55.57 feet; thence South 40 degrees 57 minutes 44 seconds West, 46.44 feet; thence southwesterly on the arc of a curve concave southeasterly and having a radius of 376.00 feet an arc distance of 114.35 feet, said arc being subtended by a chord bearing and distance of South 32 degrees 14 minutes 59 seconds West, 113.91 feet; thence South 23 degrees 32 minutes 13 seconds West, 10.53 feet; thence South 66 degrees 27 minutes 47 seconds East, 146.00 feet; thence South 23 degrees 32 minutes 13 seconds West, 6.45 feet; thence South 66 degrees 27 minutes 47 seconds East, 932.17 feet; to the point of beginning; being 15.45 acres, more or less, in area.



VICINITY MAP

ADOPTION AND DEDICATION

This is to certify that Waltham Development Co., a Florida corporation, hereinafter "Dedicator", is the lawful owner of the lands described in the caption hereon known as Rolling Hills Unit Two-A, having caused the same to be surveyed and subdivided. This plat being made in accordance with said survey is hereby adopted as a true and correct plat of those lands. All lanes, courts, trails, streets, places and easements for drainage, utilities and sewers, unobstructed easements and non-access easements as shown hereon are hereby irrevocably and without reservation dedicated to Clay County, its successors and assigns. The drainage easements through, around and over the lakes and filtration systems shown on this plat are hereby irrevocably dedicated to Clay County, its successors and assigns and are subject to the following covenants which shall run with the land.

The drainage easements hereby dedicated shall permit Clay County, its successors and assigns, to discharge into said lakes and filtration systems, which these easements traverse, all water which may fall or come upon all trails, courts, lanes and streets hereby dedicated, together with all soil, nutrients, chemicals and all other substances which may flow or pass from said trails, courts, lanes and streets, from adjacent land or from any other source of Public Waters into or through said lakes and filtration systems, without any liability whatsoever on the part of Clay County, its successors and assigns for any damage, injuries or losses to persons or property resulting from the acceptance or use of these drainage easements by Clay County, its successors and assigns.

Clay County, its successors and assigns shall not be liable nor responsible for the creation, operation, failure or destruction of water level control equipment which may be constructed or installed by the Dedicator or any other person within the area of the lands hereby platted, or of the lakes and filtration systems shown on this plat, but shall have the right to modify the existence of the lakes and filtration systems and that which retains it to effect adequate drainage, including but not limited to, the right to remove any water level control structures or any part thereof. The Dedicator, as owner of the lands described and captioned hereon, shall indemnify Clay County and save it harmless from suits, action, damages and liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of an occurrence in, upon, at or from the lakes and filtration systems described above, or any part thereof, occasioned wholly or in part by any act of omission of the Dedicator, its agents, contractors, employees, servants, licensees or concessionaires within Rolling Hills Unit Two-A. This indemnification shall run with the land and the assigns of the Dedicator and shall be subject to it.

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

Title to Tracts "A" (Retention Pond), "B" (Open Space) and "C" (Park) shown hereon are hereby retained by Dedicator; provided, however, that Dedicator reserves the right to convey title to said tracts to an entity, including without limitation, a property owners' association, Rolling Hills Community Development District, a municipal services taxing unit or other such entity that will assume all obligation of maintenance thereof.

All private drainage easements shown hereon are hereby dedicated to the Rolling Hills Homeowners Association.

The Easements described in General Notes 15, and 16 herein, shall be irrevocably dedicated as stated therein.

IN WITNESS WHEREOF, Waltham Development Co., a Florida corporation, has caused these presents to be executed on the date shown below.

Waltham Development Co., a Florida corporation

_____ witness _____ witness

By: _____
Leonard William Huck, President

STATE OF FLORIDA, COUNTY OF CLAY

The foregoing instrument was personally acknowledged before me by means of ☐ personal appearance or ☐ virtual authorization this _____ day of _____, 2022, by Leonard William Huck, as president of Waltham Development Co., a Florida corporation on behalf of the corporation.

_____
Notary Public, State of California

Electric service provided by Clay Electric Cooperative, Inc.
Water and Sewer service provided by Clay County Utility Authority.

Eiland & Associates, Inc., LB 1381
PROFESSIONAL SURVEYORS and MAPPERS
615 Blanding Blvd. Orange Park, FL
TELEPHONE (904) 272-1000

C:\Land Projects 2009\42 John\42424 Rolling Hills\dwg\Phase I Plat.dwg, 5/20/2022 2:11:55 PM, DWG To PDF.pc3

Rolling Hills Unit Two-A

Section 27, Township 5 South, Range 25 East, Clay County, Florida

LAND USE	LA RF
ZONING	PUD
AREA	15.45 AC.+/-
No. LOTS	24
MINLOT SIZE	5808 Sq. Ft.

PLAT BOOK PAGE

SHEET 2 OF 7 SHEETS

TYPE I SUBDIVISION "PUD" ZONE

OWNER
Waltham Development Co.
1569 Royal Fern Lane
Fleming Island, Florida

ENGINEER
Hadden Engineering
Kingsley Avenue
Orange Park, FL

SURVEYOR
Eiland & Associates
615 Blanding Blvd.
Orange Park, FL

COUNTY ENGINEER APPROVAL

Approved this____ day of_____ , 2022.

_____
County Engineer

BOARD OF COUNTY COMMISSIONERS' APPROVAL

Examined and approved this __ day of _____ , 2022, by the Board of County Commissioners, Clay County, Florida.

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

_____
Chairman of the Board

SUBDIVISION IMPROVEMENT GUARANTEE

As a condition precedent to the recordation of this plat in the public records of Clay County, Florida, the undersigned owner of this subdivision does hereby guarantee to each and every person, firm, copartnership or corporation, their heirs, successors and assigns, who shall purchase a lot or lots in said subdivision from said owner, that said owner shall within 12 months of the date of acceptance of the street and drainage improvements by the Board of County Commissioners thereof fully comply with each and every regulation of the Board of County Commissioners of Clay County, Florida, covering subdivisions in effect at the time of the filing of this final plat insofar as the same affects a lot or lots sold.

Time of such performance being of the essence, said guarantee shall be part of each deed of conveyance or contract of sale covering lots in said subdivision, executed by said owner to the same extent and purpose as if said guarantee were incorporated verbatim in each said conveyance or contract of sale.

Waltham Development Co.
a Florida corporation

_____ _____ By:_____
_____, Witness _____, Witness Leonard William Huck, President

STATE OF FLORIDA, COUNTY OF CLAY

The foregoing instrument was personally acknowledged before me by means of ☐ personal appearance or ☐ virtual authorization this _____ day of _____, 2022, by Leonard William Huck, as president of Waltham Development Co., a Florida corporation on behalf of the corporation.

_____
Notary Public, State of Florida

CLERK'S CERTIFICATE

I certify that this plat was filed for recording on this ___ day of _____, 2022, in Plat Book__, Pages __ through __ of the public records of Clay County, Florida.

_____
Clerk of the Circuit Court

DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICES APPROVAL

Approved this____ day of_____ , 2022.

_____
Director of Economic and Development Services

SURVEYOR'S CERTIFICATE OF REVIEW

The undersigned surveyor hereby certifies that he has reviewed this plat on behalf of Clay County , Florida, in accordance with the requirements of Section 177.081(1), Florida Statutes (1998), and has determined that said plat conforms with the requirements of Chapter 177, Florida Statutes. The undersigned did not prepare this plat. This certificate is made as of this ___ day of _____ ,2022.

_____
John M. McLaren
Florida Registration No 5979
6431 Connie Jean Road
Jacksonville, Florida 32222

SURVEYOR'S CERTIFICATE

This is to certify that this plat is a correct representation of the lands surveyed, platted and described hereon, that Permanent Reference Monuments have been placed as shown on said plat in accordance with Chapter 177, Florida Statutes, as amended, and that Permanent Control Points will be set as shown in accordance with said laws, that said survey was made under my responsible direction and supervision and that the survey data shown on said plat complies with all the requirements of said chapter. Signed this ___ day_____ of , 2022.

_____
Harold T. Eiland
Florida Cert. No. 2518
Eiland and Associates, Inc., LB 1381
615 Blanding Boulevard
Orange Park, Florida
904-272-1000

C:\Land Projects 2005\42 John\42424 Rolling Hills\dwg\Phase I Plat.dwg, 5/19/2022 11:28:23 AM, DWG To PDF.pc3

Rolling Hills Unit Two-A

Section 27, Township 5 South, Range 25 East, Clay County, Florida

LAND USE	LA RF
ZONING	PUD
AREA	15.45 AC.+/-
No. LOTS	24
MINLOT SIZE	5808 Sq. Ft.

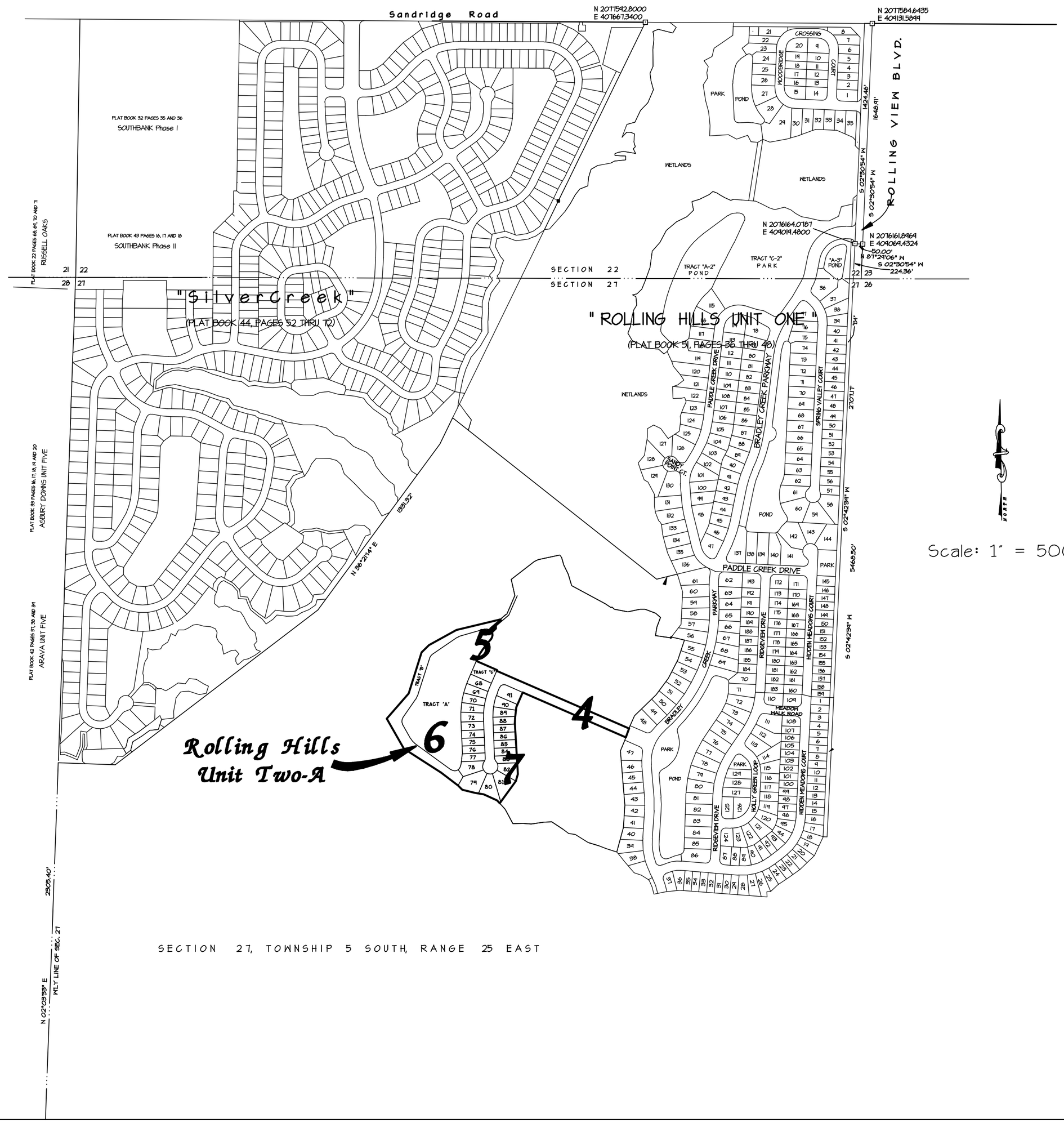
PLAT BOOK	PAGE
SHEET 3 OF 7 SHEETS	

TYPE I SUBDIVISION "PUD" ZONE

OWNER	ENGINEER	SURVEYOR
Waltham Development Co.	Madden Engineering	Eiland + Associates
1569 Royal Fern Lane	Kingsley Avenue	615 Blanding Blvd.
Fleming Island, Florida	Orange Park, FL	Orange Park, FL

NOTICE: This plat as recorded in its graphic form is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of this plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

Electric service provided by Clay Electric Cooperative, Inc.
Water and Sewer service provided by Clay County Utility Authority.



Scale: 1" = 500'

AREAS LEGEND

TRACT "A"	RETENTION POND
TRACT "B"	OPEN SPACE
TRACT "C"	PARK

GENERAL NOTES

1) Permanent Control Point shown thus: ●
2) Permanent Reference Monument shown thus: o
3) Tabulated Curve Number shown thus: C1
4) Radial Lot Lines shown thus: (Rad.)
5) Building Restriction Lines shall be as follows:
   minimum front setback = 20 feet
   minimum rear setback = 15 feet
   minimum side setback abutting lot = 5 feet
   minimum side setback abutting street = 20 feet
6) Bearings shown hereon are based on S 89°40'51" E for the right-of-way line of Sandridge Road (County Road 739-B).
7) All return radii are 30 feet unless noted otherwise.
8) According to Federal Emergency Management Agency Flood Insurance Rate Map dated March 17, 2014, the property shown herein is situated in ZONE X.
9) All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, or operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages.
10) CCUA Denotes Clay County Utility Authority
11) CEC Denotes Clay Electric Cooperative
12) Whether depicted on the plat or not, the Dedicator/Owner hereby grants Clay Electric Cooperative, Inc., and Clay County Utility Authority, a ten foot (10') wide perpetual easement for utility services over, under, upon and across all lands lying adjacent to, parallel with, and outside of the areas shown on the plat as roads, streets, or other rights-of-way.
13) Where a Clay Electric Cooperative, Inc. easement crosses an easement or right-of-way granted to Clay County Utility Authority, Clay Electric Cooperative, Inc. shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. Clay County Utility Authority shall use, occupy, and locate facilities in these joint use areas so as to reasonably accommodate Clay Electric Cooperative, Inc.'s facilities.
14) Where a Clay County Utility Authority easement crosses an easement or right-of-way granted to Clay Electric Cooperative, Inc., Clay County Utility Authority shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. Clay Electric Cooperative, Inc. shall use, occupy, and locate facilities in these joint use areas so as to reasonably accommodate Clay County Utility Authority's facilities.
15) All easements for water and sewer systems marked C.C.U.A. and shown on plat are hereby irrevocably and without reservation dedicated to Clay County Utility Authority (CCUA), its successors and assigns.
16) All easements for the underground electrical distribution system marked C.E.C. and shown on plat are hereby irrevocably and without reservation dedicated to Clay Electric Cooperative, Inc. (CEC)
17) P.C. Denotes Point of Curvature
    P.T. Denotes Point of Tangency
    P.R.C. Denotes Point of Reverse Curvature
    R.P. Denotes Radius Point
18) CDD Denotes Community Development District

Eiland & Associates, Inc., LB 1381
PROFESSIONAL SURVEYORS and MAPPERS
615 Blanding Blvd. Orange Park, FL
TELEPHONE (904) 272-1000

C:\Land Projects 2000\42 John\42424 Rolling Hills\dwg\Phase I Plat.dwg, 5/19/2022 11:30:59 AM, DWG To PDF.pc3

Rolling Hills Unit Two-A

Section 27, Township 5 South, Range 25 East, Clay County, Florida

LAND USE	LA RF
ZONING	PUD
AREA	15.45 AC.+/-
No. LOTS	24
MINLOT SIZE	5808 Sq. Ft.

PLAT BOOK PAGE

SHEET 4 OF 7 SHEETS

TYPE I SUBDIVISION "PUD" ZONE

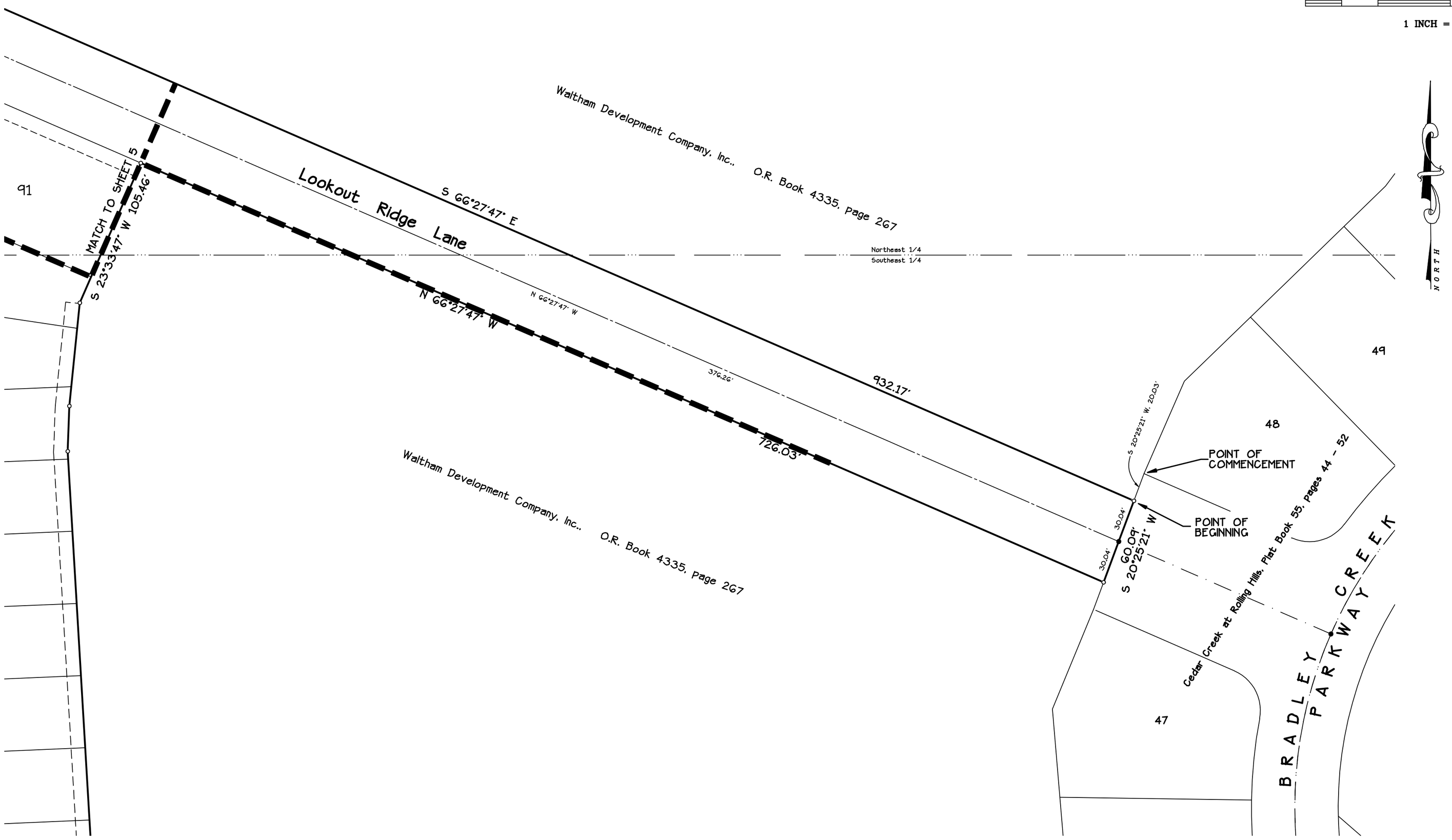
OWNER	ENGINEER	SURVEYOR
Waltham Development Co.	Hadden Engineering	Eiland + Associates
15669 Royal Fern Lane	Kingsley Avenue	615 Blanding Blvd.
Fleming Island, Florida	Orange Park, FL	Orange Park, FL

NOTICE: This plat as recorded in its graphic form is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

Electric service provided by Clay Electric Cooperative
Water and Sewer service provided by Clay County Utility AUthority

50 25 0 50 100 150

1 INCH = 50 FT.



Eiland & Associates, Inc., LB 1381
PROFESSIONAL SURVEYORS and MAPPERS
615 Blanding Blvd. Orange Park, FL
TELEPHONE (904) 272-1000

C:\Land Projects 2008\K2 Jobs\5424 Rolling Hills\dwg\Phase I Plat.dwg, 5/19/2022 11:52:48 AM, DWG To PDF.pc3

Rolling Hills Unit Two-A

Section 27, Township 5 South, Range 25 East, Clay County, Florida

LAND USE	LA RF
ZONING	PUD
AREA	15.45 AC.+/-
No. LOTS	24
MIN.LOT SIZE	5808 Sq. Ft.

PLAT BOOK PAGE

SHEET 5 OF 7 SHEETS

TYPE I SUBDIVISION "PUD" ZONE

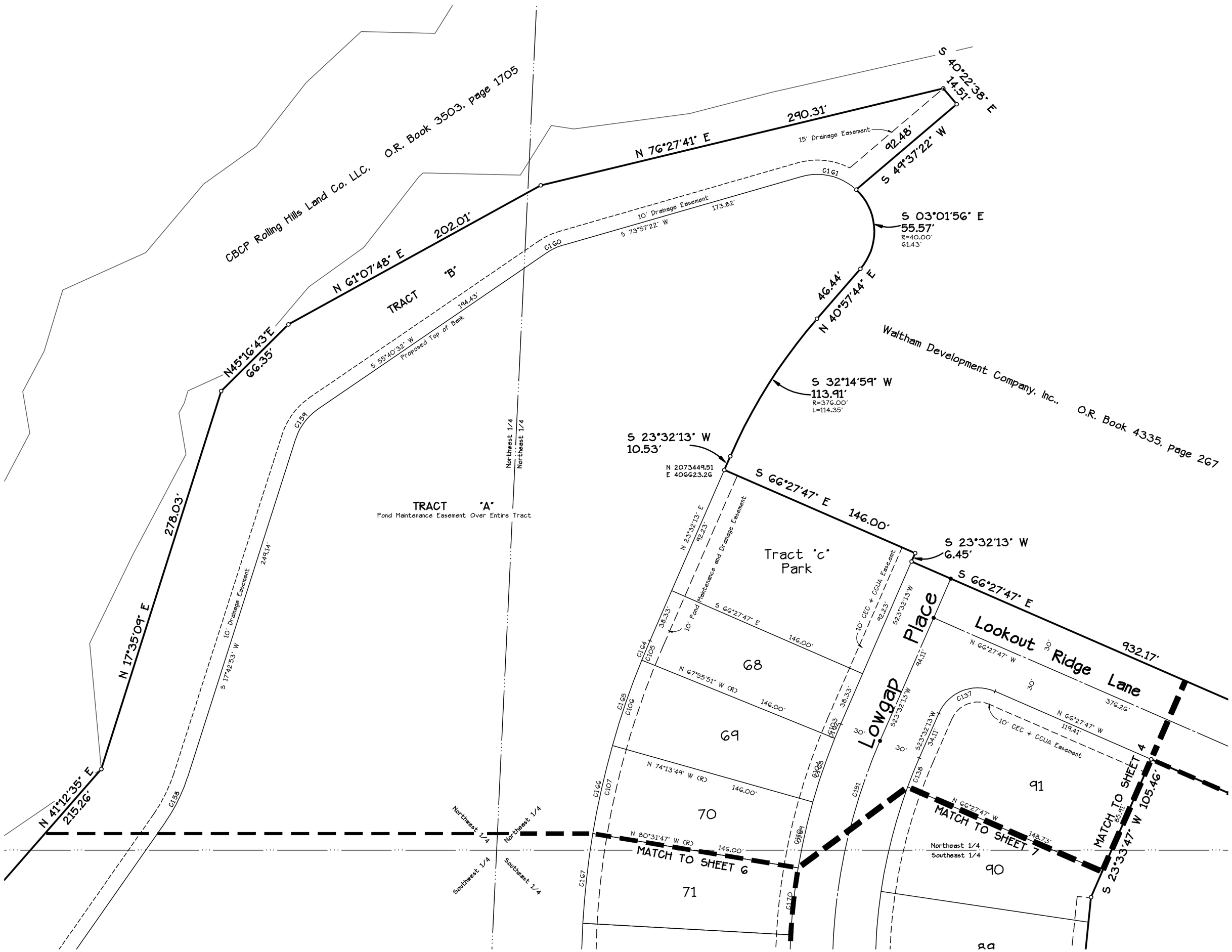
OWNER	ENGINEER	SURVEYOR
Waltham Development Co.	Hadden Engineering	Eiland + Associates
1569 Royal Fern Lane	Kingsley Avenue	615 Blanding Blvd.
Fleming Island, Florida	Orange Park, FL	Orange Park, FL

NOTICE: This plat as recorded in its graphic form is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

Electric service provided by Clay Electric Cooperative
Water and Sewer service provided by Clay County Utility AUthority

50 25 0 50 100 150

1 INCH = 50 FT.



CURVE TABLE

CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C103	11.02	430.00	S22°46'11"W	11.02	1°28'05"
C104	47.28	430.00	S18°55'10"W	47.25	6°17'56"
C105	14.76	576.00	S22°46'11"W	14.76	1°28'05"
C106	63.33	576.00	S18°55'10"W	63.30	6°17'56"
C107	63.33	576.00	S12°37'12"W	63.30	6°17'56"
C110	47.28	430.00	S12°37'12"W	47.25	6°17'56"
C137	47.12	30.00	S68°32'13"W	42.43	90°00'00"
C138	21.81	370.00	S21°50'54"W	21.81	3°22'39"
C151	181.24	400.00	S10°33'10"W	179.75	25°58'07"
C158	35.22	117.00	N26°20'16"E	35.08	17°14'46"
C159	26.50	40.00	S36°41'43"W	26.02	37°57'39"
C160	12.76	40.00	S64°48'57"W	12.71	18°16'50"
C161	41.20	40.00	N76°32'07"W	39.40	59°01'00"

Eiland & Associates, Inc., LB 1381
PROFESSIONAL SURVEYORS and MAPPERS
615 Blanding Blvd. Orange Park, FL
TELEPHONE (904) 272-1000

C:\AandProjects 2009\V42 Jobs\X2424 Rolling Hills\dwg\Phase I Plat.dwg, 5/20/2022 8:05:50 AM, DWG To PDF.pc3

Rolling Hills Unit Two-A

Section 27, Township 5 South, Range 25 East, Clay County, Florida

LAND USE	LA RF
ZONING	PUD
AREA	15.45 AC.+/-
No. LOTS	24
MINLOT SIZE	5808 Sq. Ft.

PLAT BOOK PAGE

SHEET 6 OF 7 SHEETS

TYPE I SUBDIVISION "PUD" ZONE

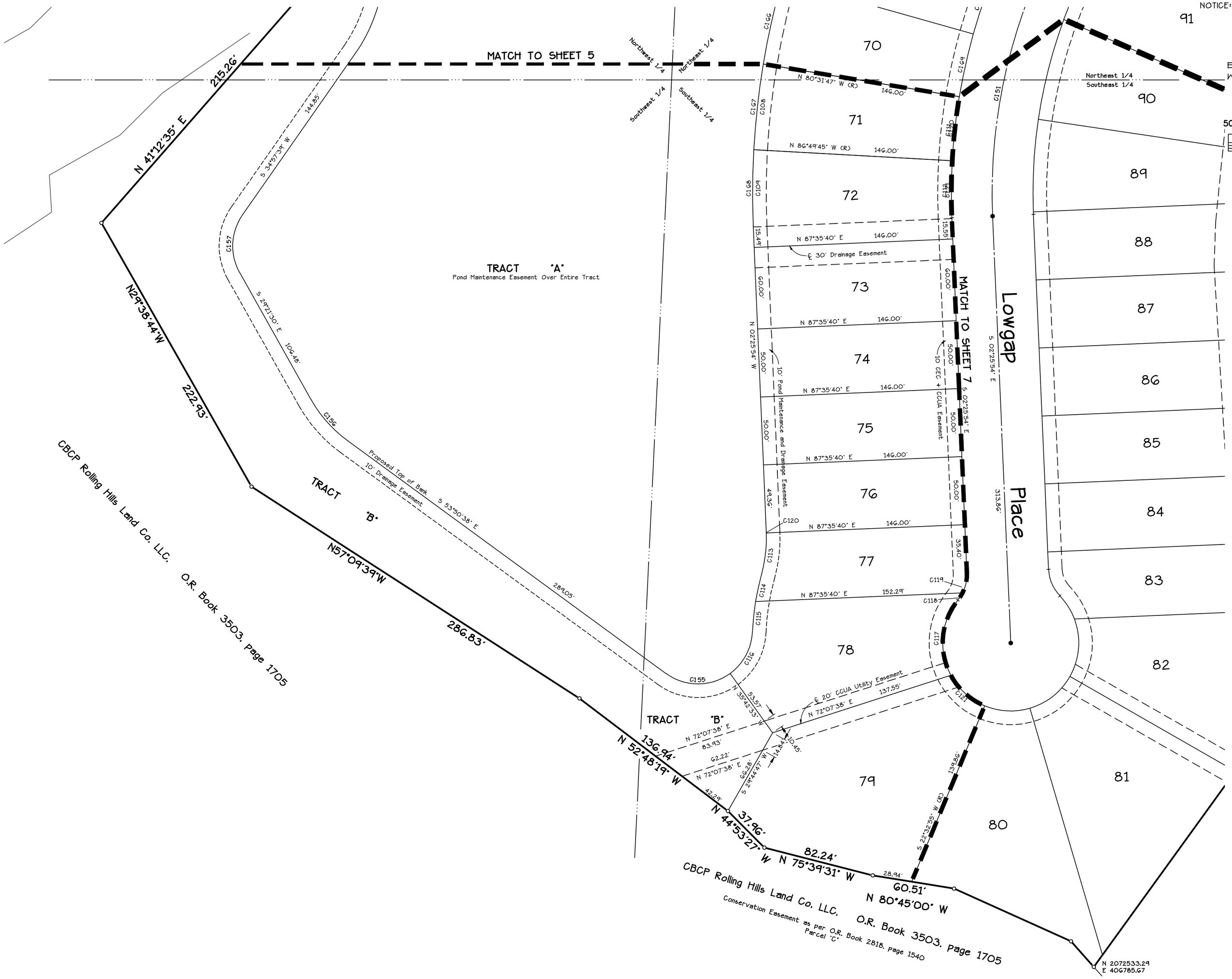
OWNER
Waltham Development Co.
1569 Royal Fern Lane
Fleming Island, Florida

ENGINEER
Hadden Engineering
Kingsley Avenue
Orange Park, FL

SURVEYOR
Eiland + Associates
615 Blanding Blvd.
Orange Park, FL

NOTICE: This plat as recorded in its graphic form is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

Electric service provided by Clay Electric Cooperative
Water and Sewer service provided by Clay County Utility AUthority



CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C108	63.33	576.00	S06°19'14"W	63.30	6°17'58"
C109	56.32	576.00	N00°22'11"E	56.30	5°36'09"
C111	47.28	430.00	S06°19'14"W	47.25	6°17'58"
C112	42.05	430.00	N00°22'11"E	42.03	5°36'09"
C113	30.56	100.00	N06°41'23"E	30.44	17°30'33"
C114	20.63	190.00	S12°20'01"W	20.62	6°13'17"
C115	22.38	190.00	S05°50'54"W	22.37	6°44'58"
C116	35.90	40.00	N28°11'18"E	34.71	51°25'46"
C117	58.68	50.00	S05°21'23"W	55.37	67°14'37"
C118	6.43	30.00	N32°50'12"E	6.42	12°16'58"
C119	15.25	30.00	N12°07'55"E	15.09	29°07'37"
C120	0.64	100.00	N02°14'54"W	0.64	0°21'59"
C121	34.20	50.00	S47°51'31"E	33.53	39°11'09"
C151	181.29	400.00	S10°33'10"W	179.75	25°58'07"
C155	50.44	40.00	S6°58'38"E	47.17	72°19'11"
C156	41.68	98.00	S41°36'04"E	41.36	24°29'09"
C157	44.90	40.00	S02°48'05"W	42.58	64°19'09"

Eiland & Associates, Inc., LB 1381
PROFESSIONAL SURVEYORS and MAPPERS
615 Blanding Blvd. Orange Park, FL
TELEPHONE (904) 272-1000

C:\Land Projects 2009\42 John\42424 Rolling Hills\dwg\Phase I Plat.dwg, 5/20/2022 9:13:56 AM, DWG To PDF.pc3

Rolling Hills Unit Two-A

Section 27, Township 5 South, Range 25 East, Clay County, Florida

LAND USE	LA RF
ZONING	PUD
AREA	15.45 AC.+/-
No. LOTS	24
MIN.LOT SIZE	5808 Sq. Ft.

PLAT BOOK PAGE

SHEET 7 OF 7 SHEETS

TYPE I SUBDIVISION "PUD" ZONE

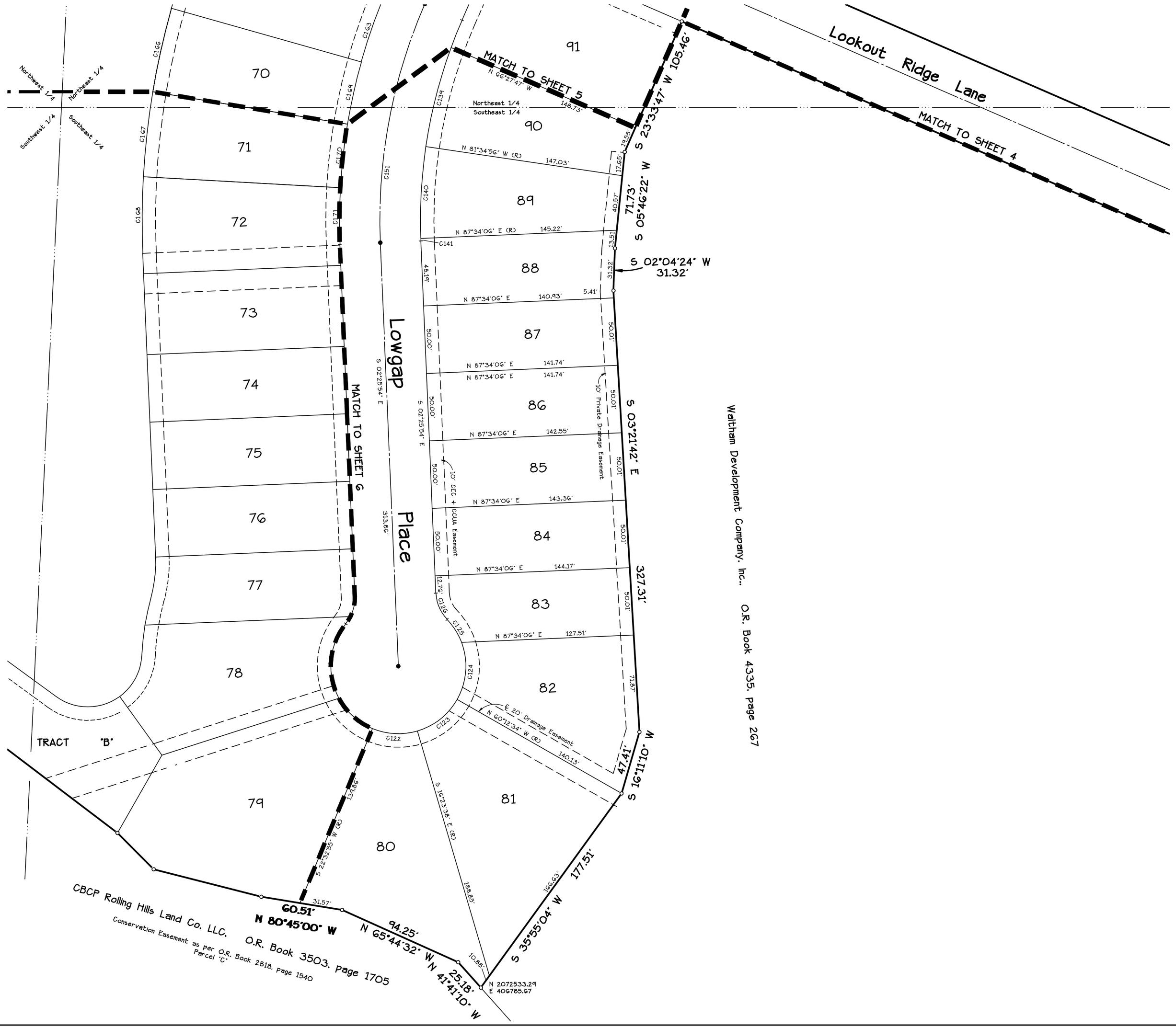
OWNER	ENGINEER	SURVEYOR
Waltham Development Co.	Hadden Engineering	Eiland + Associates
1569 Royal Fern Lane	Kingsley Avenue	615 Blanding Blvd.
Fleming Island, Florida	Orange Park, FL	Orange Park, FL

NOTICE: This plat as recorded in its graphic form is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

Electric service provided by Clay Electric Cooperative
Water and Sewer service provided by Clay County Utility AUthority

50 25 0 50 100 150

1 INCH = 50 FT.



CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C122	33.48	50.00	S86°55'22"E	33.33	38°56'33"
C123	38.55	50.00	N51°31'15"E	37.60	44°10'14"
C124	43.76	50.00	N04°21'53"E	42.37	50°08'31"
C125	20.19	50.00	N52°16'25"W	20.19	23°08'06"
C126	21.68	30.00	N23°06'11"W	21.21	41°24'35"
C134	75.62	370.00	S14°17'19"W	75.49	11°44'30"
C140	68.25	370.00	S03°08'01"W	68.15	10°34'09"
C141	1.81	370.00	S02°17'28"E	1.81	0°16'52"
C151	181.24	400.00	S10°33'10"W	179.75	25°56'07"

Eiland & Associates, Inc., LB 1381
PROFESSIONAL SURVEYORS and MAPPERS
615 Blanding Blvd. Orange Park, FL
TELEPHONE (904) 272-1000

C:\Land Projects 2008\K42 Jobs\K2424 Rolling Hills\dwg\Phase 1 Plat.dwg, 5/20/2022 9:14:02 AM, DWG To PDF.pc3

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: The Clerks Office

SUBJECT: The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1) FL Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Finance Business	Cover Memo	5/17/2022	Finance_Summary_5.24.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	5/18/2022 - 11:51 AM	Item Pushed to Agenda

FINANCE DEPARTMENT BUSINESS

For Board Meeting Date of : May 24, 2022

1. *DOCUMENTS FILED FOR THE RECORD/INFORMATION, IN THE FINANCE DEPARTMENT AND APPROVAL OF EQUIPMENT DISPOSAL, TRANSFER AND ACCEPTANCE*

a. *Inventory - CCSO - Surplus*

Request the Board's acceptance of the CCSO vehicles listed on the attached and it is requested that the vehicles be stored as surplus property subject to transfer or public auction.

b. *Inventory - Parks & Recreation - Surplus*

The County property listed on the attached has some cash value and it is requested that it be stored as surplus property subject to transfer, public auction or trade-in.

c. *Inventory - IT - Recycling*

The County IT equipment listed on the attached has served its useful life and will be sent to recycling.

2. *APPROVAL OF PAYMENTS*

a. *Ratification of Payments*

a. Ratification of Payments
1) Ratification of Check Register dated from May 7 - May 20, 2022
2) Ratification of Procurement Card Payment
May 12 $10,392.93

2) Ratification of AD HOC Payments from May 4 - May 13, 2022
a) May 6 $61,050.00 Retirees Opt Out Payments
$6,435.86 Workers Compensation
b)Mary 12 $138,437.47 School Board Impact Fee
$16,151.40 Workers Compensation
$324.63 TDC Tax

3. *OTHER, APPROVAL FOR REQUEST(S), FOR REFUND(S) AND FINANCIAL REQUEST(S)*

a. *Other Approvals*

Pay Period Ending:May 10, 2022
Direct Deposits in the amount of: $924,070.38
Payroll related expenditures in the amount of: $294,704.13

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator by mail at Post Office Box 1366, Green Cove Springs, FL 32043, or by telephone at number (904) 269-6347 no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice), or 1-800-955-8771 (TDD).

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Karen Smith
Administrative and Contractual Services

SUBJECT:

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

1. Award of Bid No. 21/22-36, Right-Of-Way Mowing (North) (RE-BID) and Accompanying Agreement (T.Gardner)

   1) Approval to post notice of intent and award Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

   2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

   Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

2. Award of Bid No. 21/22-37, Right-Of-Way Mowing (South) (RE-BID) and Approval of Accompanying Agreement (T.Gardner)

   1) Approval to post notice of intent and award Bid No. 21/22-37, Right-of-Way Mowing (South) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

   2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

   Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

3. Rejection of bid submittals for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project (K. Smith)

   Approval to reject the two bids received for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project due to budget concerns. Both bids received are over budget. This project is funded by a Local Agency Program Agreement with FDOT. The project will be re-bid allowing for additional time to secure construction materials and complete the project.

complete the project.

4. First Renewal to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds (K.Smith/J.Pierce)

   Approval of first renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.

5. Memorandum of Understanding with Jacksonville Transportation Authority Re: Transit Study (T.Nagle)

   Approval of Memorandum of Understanding with Jacksonville Transportation Authority (JTA) agreeing to enter into a cooperative relationship to conduct a Clay County Transit Study to better understand the needs of commuters in the study area.The County will reimburse JTA once the Study is completed. The Countyand JTA agree to split the cost of the Study equally 50/50. In no event shall the County's nor JTA's portion of the cost exceed $100,000.JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023. Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure

6. Budget Resolutions for Grant Awards (M. Mosley)

   Approval of the following two (2) budget resolutions for grant awards under $50,000:
   1. Humanities Grant for Libraries-ARPA: $10,000 awarded by the American Libraries Association (National Endowment for the Humanities) to support humanities public programming. Funding Source: General Fund Grant Revenue / Federal Grants - Culture and Recreation
   2. FDOT Local Agency Program Agreement #G1R36: $35,000 awarded by the Florida Department of Transportation Local Agency Program tobe used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road. Funding Source: Capital Improvement Plan (CIP) Projects Fund Grant Revenue / FDOT Safety - LAP Grants

7. TDC Event Grant Requests (K. Morgan)

   Approval of the Tourist Development Council's (TDC) recommendations of the following grants:

   1.) May 28-29, 2022Girls Lacrosse Showcase - Sports Grant (600 athletes, coaches, families and collegiate scouts) - Recommended Grant Award will be $12,000 with the contingency that if the County can purchase required lacrosse equipment, there will be no need for an equipment rental expense. Tournament must also be a Stay-to-Play tournament with no other rebates.

   2.) August 20-21, 2022Girls Lacrosse Showcase - Sports Grant (Originally scheduled for May 20-21 but moved to August 20-21 - 70 teams with approximately 18 players per team,

   coaches, families and collegiate scouts) - Recommended Grant Award will be $10,000 with the contingency that if the County can purchase additional required lacrosse equipment within a budget of $15,000. Tournament must also be a Stay-to-Play tournament with no rebates.

   3.) Bella Notte, A Night of Art Under the Stars - Special Event Marketing Grant (September 15) - Recommended Grant Award of $3,500 reimbursable marketing grant.

   4.) Rock the Box 2 - Special Event Marketing Grant (August 13) - Recommended Grant Award of $3,000 reimbursable marketing grant.

   Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants

8. FY21/22 Budget Adjustments Within Non Capital Improvement Element (R.Kantor)

   Approval of budget adjustment within the Capital Improvement Plan (CIP) Projects Fund

Approval of budget adjustment within the Capital Improvement Plan (CIP) Projects Fund (Non Capital Improvement Element CC1232) in the amount of $81,265 to align budgets with bids for the Kingsley Lake and Thunderbolt Elementary to Calming Waters Sidewalk Projects. The CR218 Beyond Taylor Road Sidewalk Project will be deferred to FY22/23. Funding Source: Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road

https://claycounty.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=1737&MinutesMeetingID=1121&doctype=Agenda

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	5/18/2022 - 11:51 AM	Item Pushed to Agenda

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County Commissioners

DATE: 5/12/2022

FROM: Courtney Grimm

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Email from Eric Romano dated 05-11-22	Cover Memo	5/16/2022	Romano_Email_dated_05-11-22ADA.pdf
Walgreens Settlement Participation Form	Agreement/Contract	5/16/2022	Walgreens_Settlement_Participation_Agreement_FormADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Grimm, Courtney K.	Approved	5/17/2022 - 12:30 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/17/2022 - 5:36 PM	AnswerNotes

From: Eric Romano <eric@romanolawgroup.com>
Sent: Wednesday, May 11, 2022 5:15 PM
To: Courtney Grimm <Courtney.Grimm@claycountygov.com>; Daphne Roberts <Daphne.Roberts@claycountygov.com>
Cc: Jamey Szerdi <jamey@romanolawgroup.com>; Michael Kahn <michael@michaelkahnpa.com>; Douglas Beam (doug@dougbeam.com) <doug@dougbeam.com>
Subject: Important Opioid Litigation Update - ACTION REQUIRED BY JUNE 3RD

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

Courtney,

As you may have already heard, Florida recently reached a $683 million settlement with Walgreens in the opioid litigation on behalf of the state and all counties and municipalities. You can read the settlement agreement at Walgreens Settlement Agreement. These settlement funds will be paid over the next 18 years and will be allocated between the State and local subdivisions pursuant to the existing statewide allocation agreement (aka the MOU), using the same allocation model applied to prior settlements. As with the prior settlements, we recommend that your city/county join this settlement by signing the attached Participation Agreement. By joining this settlement, you will also consent to dismissing your claims against Walgreens once the settlement is finalized and approved.

ACTION REQUIRED BY JUNE 3, 2022:

ACTION ITEM #1:

Please sign the attached Participation Agreement and submit it as soon as possible. This settlement has an accelerated timeline. To qualify for expedited payment of the initial funds, you must submit your signed Participation Agreement by **June 3, 2022**.

Please e-mail your executed Participation Agreement to FLOpioidParticipation@myfloridalegal.com with a copy to eric@RomanoLawGroup.com. The subject line should say **"[Name of city/county], FL Participation Form - Walgreens".**

ACTION ITEM #2:

Settlement funds will be wired to you, with initial payments beginning in the near future. Please provide us with your W9 and the wiring instructions for the account where the settlement funds should be sent. *You will not receive your settlement funds until you provide this information.* To provide this information to us securely, please upload your signed W9 form and wiring instructions to the secure Dropbox folder we have created at Opioid Client Documents. You can provide your wiring instructions

either in a Word or PDF document. If you prefer an added layer of security, you may password-protect the document before uploading it, and you can email the password to me at eric@RomanoLawGroup.com.

As always, we appreciate your continued assistance throughout this process. If you have any questions related to the information contained within this correspondence or any other questions regarding the opioid litigation, please do not hesitate to contact me.

Thank you.

Eric

Eric Romano
Board Certified by the Florida Bar and the National Board of Trial Advocacy in Criminal Trial Law

ROMANO LAW GROUP
801 Spencer Drive
West Palm Beach, FL 33409
(561) 533-6700
romanolawgroup.com

EXHIBIT D

SUBDIVISION SETTLEMENT PARTICIPATION FORM

(Walgreens Settlement)

Governmental Entity: Clay County	State: Florida
Authorized Official: Wayne Bolla, Chairman	
Address 1: 477 Houston Street	
Address 2: P.O. Box 1366	
City, State, Zip: Green Cove Springs, FL 32043	
Phone: (904) 269-6303	
Email: Courtney.Grimm@claycountygov.com	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement and Release dated May 4, 2022 ("*Walgreens Settlement*"),[1] and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form, voluntarily dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and expressly agreeing to the Releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement.

---

[1] The defined terms in the Walgreens Settlement shall have the same meaning in this Subdivision Settlement Participation Form.

7. The Governmental Entity has the right to enforce those rights given to it in the Walgreens Settlement.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to any Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Walgreens Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens Settlement, the Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

    As a Releasor, the Governmental Entity may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entity's decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision

Settlement Participation Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Wayne Bolla

Title: Chairman

Date: May 24, 2022
(the "Execution Date of this Subdivision Settlement Participation Form")

ATTEST:

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

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County Commissioners

DATE: 5/13/2022

FROM: Milton Towns, Interim Director, Environmental Services Dept.

SUBJECT:

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

A comprehensive nine-month study of the County's solid waste management system and development of a 20-year Solid Waste Management Plan (SWMP) was completed in May, 2022. The results of the study, the 20-year SWMP and recommendations were presented before the Board of County Commissioners at a Solid Waste Management Workshop on May 10, 2022. This brief is a follow-up to that solid waste management discussion to provide additional information.

Planning Requirements:
Public Hearing Required (Yes\No):
No

Hearing Type:

Initiated By:

n/a

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Outline	Backup Material	5/17/2022	Agenda_Item-BCC-5.24.pdf

SW Mgmt Brief	Backup Material	5/18/2022	Solid_Waste_Management_Brief_(1)ada.pdf
Service Update	Backup Material	5/18/2022	Clay_County_Service_Update_5.24.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Environmental Services	Streeper, Lisa	Approved	5/18/2022 - 1:45 PM	Item Pushed to Agenda

Agenda Item: Solid Waste Management Brief

Agenda Type: BCC – 5/24/22

Agenda Category: Old Business

Subject: Solid Waste Management Brief

Background Information:

A comprehensive nine-month study of the County's solid waste management system and development of a 20-year Solid Waste Management Plan (SWMP) was completed in May, 2022. The result of the study, the 20-year SWMP and recommendations were presented before the Board of County Commissioners at a solid Waste Management Workshop on May 10, 2022. This brief is a follow-up to that solid waste management discussion to provide additional information.

Suggested Motion/Recommendation/Action:

That the Board approve staff recommendations for the County's solid waste system, specifically:

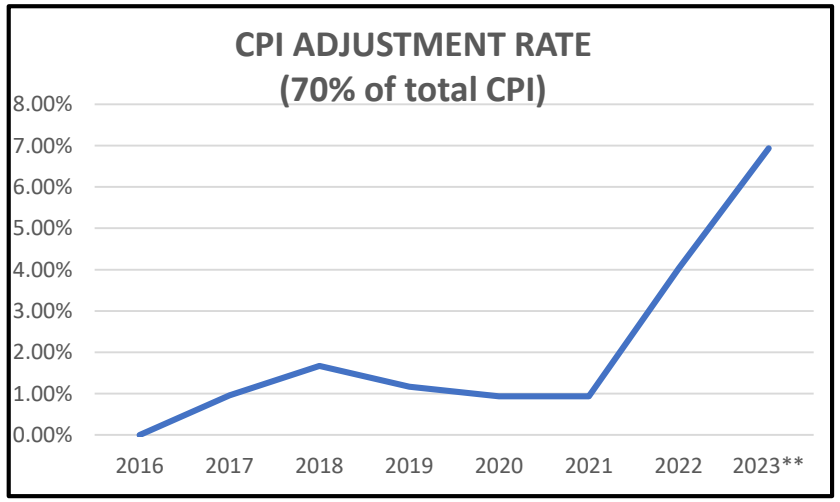
- Collection Assessment Rate
- Capital Improvement Plan
- Recycling Collection Option
- Residential Disposal Allowance

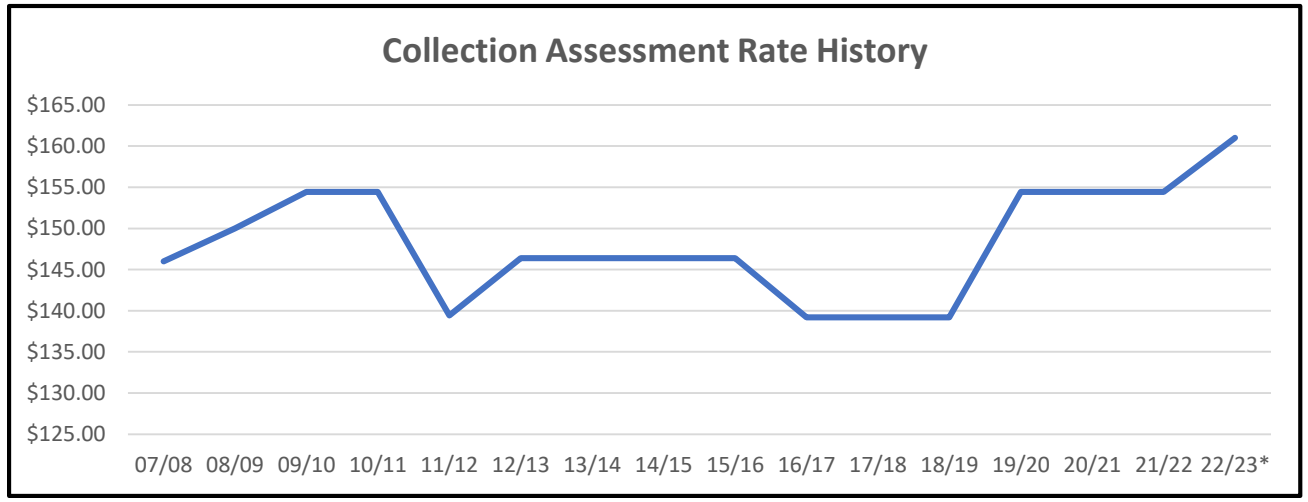
Agenda

1. Enterprise Funds Cost and Revenue Projections
    a. Collection (Fund 402)
        i. Collection Assessment Rate
    b. Disposal Fund (401)
        i. Capital Improvement Plan & Tipping Fees
2. Recycling Collection Options
3. Residential Disposal Allowance
4. In-house Curbside Collection Services
    a. Cost to provide collection services with County staff

Solid Waste Collection Assessment

- Adopted October, 2006
- Only source of funds for Solid Waste Collection (Contract and Operating Expenses)
- Current Assessment Rate $12.87/month, $154.44/year
- Rate is adjusted January 1 each year using the Consumer Price Index from the U.S. Bureau of Labor Statistics





Collection Assessment Fund Current Condition

	Fiscal Year 2021/2022
Current Fund Balance	1,462,000
Projected Revenue	10,136,000
Subtotal	11,598,000
Projected Expenses	10,042,000
Ending Fund Balance	1,556,000

WM Service Option Rates

- Current Contract Rate per household - $12.22/month

- Option #2 - $9.81/month **Staff recommendation*

- Option #1 - $10.31/month
- Option #3a - $11.97/month

WM Options – Effects on Fund Balance

WM Option #1 $10.31/mo

FY 2023

Beginning Fund Balance	1,556,000
(13.42*/mo) Revenues	9,127,000
Subtotal	10,683,000
Expenses	9,663,000
Change In Reserves	(536,000)
Ending Fund Balance	1,020,000

*11.52 after rebate

FY 2024

Beginning Fund Balance	1,020,000
(16.10/mo) Revenues	12,749,100
Subtotal	13,769,100
Expenses	10,507,000
Change In Reserves	2,242,100
Ending Fund Balance	3,262,100

FY 2025

Beginning Fund Balance	2,510,000
(19.85/mo) Revenues	16,292,900
Subtotal	18,802,900
Expenses	17,234,300
From Reserves	(941,400)
Ending Fund Balance	**1,568,600**

WM Option #2 $9.81/mo

FY 2023

Beginning Fund Balance	1,556,000
(13.42*/mo) Revenues	9,127,000
Subtotal	10,683,000
Expenses	9,215,000
Change In Reserves	(88,000)
Ending Fund Balance	1,468,000

*11.52 after rebate

FY 2024

Beginning Fund Balance	1,468,000
(16.10/mo) Revenues	12,749,100
Subtotal	14,217,100
Expenses	10,024,000
Change In Reserves	2,725,100
Ending Fund Balance	4,193,100

FY 2025

Beginning Fund Balance	4,193,100
(19.85/mo) Revenues	16,292,900
Subtotal	20,486,000
Expenses	17,234,300
From Reserves	(941,400)
Ending Fund Balance	**3,251,700**

WM Option #3a $11.97/mo

FY 2023

Beginning Fund Balance	1,556,000
(13.42*/mo) Revenues	9,127,000
Subtotal	10,683,000
Expenses	11,200,800
Change In Reserves	(2,073,800)
Ending Fund Balance	(517,800)

*11.52 after rebate

FY 2024

Beginning Fund Balance	(517,800)
(16.10/mo) Revenues	12,749,100
Subtotal	12,231,300
Expenses	12,515,100
Change In Reserves	234,000
Ending Fund Balance	(283,800)

FY 2025

Beginning Fund Balance	(283,800)
(19.85/mo) Revenues	16,292,900
Subtotal	16,009,100
Expenses	17,234,300
From Reserves	(941,400)
Ending Fund Balance	**(1,225,200)**

Collection Assessment Base Rate Step Increase

- Enter into new contract October 1, 2024
- Estimated new contract rate $18.00/household/month

	YEARLY	MONTHLY	
Current Rate	$154.44	$12.87	
October 1, 2022	$161.00	$13.42	$11.52 after rebate
October 1, 2023	$193.20	$16.10	
October 1, 2024	$238.20	$19.85	New Contract year

- Surrounding Counties Subscription Service Rates
  - Marion - $20/month, trash only, once per week
  - Bradford - $27/month, trash only, once per week
  - Alachua - $24/month, trash & recycle, once each per week

The Cost of Recycling

Current Dual Stream Recycling Program					
TONS		**REVENUE**	**TONS**		**REVENUE**
FY2021	6273	**$ 83,900**	FY2022 to date	1131	**$ 61,700**
Cost of County Material Recycling Facility (MRF) Operations related to curbside recycling = $70,000 (does not include administrative expense or equipment replacement costs)					

Cost of Single Stream Recycling at Current Rates					
TONS		**COST**	**TONS**		**COST**
FY2021	6273	**$ 784,125**	FY2022 to date	1131	**$ 141,375**
Current Single Stream Recycling Rates (Republic Services)					
$115/ton Processing Fee + ERF & FRF					
ERF - Environmental Regulation Fee			$125/ton cost to County (est)		
FRF - Fuel Recovery Fee			NO REBATE GIVEN		

Cost to Landfill					
TONS		**COST**	**TONS**		**COST**
FY2021	6273	**$ 223,832**	FY2022 to date	1131	**$ 41,904**
Disposal Cost per Ton					
Oct 20 - Sep 21 - $35.82					
Oct 21 - Sep 22 - $37.22					

Solid Waste Disposal Fund

- Main sources of Disposal Fund revenue - Residential Disposal Assessment Fees, Tipping Fees at Rosemary Hill Facility, and Franchise Hauler Fees.
- Residential Disposal Assessment adopted in 1993 at $84.00 per household/year. Rate held for 22 years until lowered to $72.00 in FY16/17.
- Tipping Fees at Rosemary Hill remained steady until lowered in FY 16/17.
- Franchise Hauler Fees have experienced no change.

Capital Improvement Effects on Fund

- Chart below shows the capital improvement plans projected effect on current reserves and future revenues

Revenue	Est. Actuals FY21-22 Totals	Requested FY22-23 Budget	Projected FY23-24	Projected FY24-25	Projected FY25-26	Projected FY26-27
TOTAL PROJECTED REVENUE	12,834,100	12,872,560	13,516,188	14,191,997	14,901,597	15,646,677
Beginning Balance in Reserves	31,913,956	21,374,194	17,900,392	14,860,600	6,056,318	(627,178)
LESS Operating Expenses	(12,669,657)	(14,028,734)	(14,730,171)	(15,466,679)	(16,240,013)	(17,052,014)
LESS Planned Capital Improvements	(62,500)	(1,674,000)	(1,150,000)	(6,820,000)	(4,600,000)	(5,400,000)
LESS Disaster Contingency	(10,000,000)					
Ending Balance in Reserves	**21,374,194**	**17,900,392**	**14,860,600**	**6,056,318**	**(627,178)**	**(8,214,848)**

Disposal Fund - Staff Recommendations

- New Transfer & Disposal Contract begins October 1, 2023.
- Staff recommends no changes to current Disposal Assessment rate or Franchise Hauler fees. Will re-evaluate when new T&D rates are known.
- Staff recommends changes to Tipping Fees at Rosemary Hill

Landfill Tipping Fees	Current Tipping Fee	Current Disposal Rate	Proposed Tipping Fee
Class I - Franchise	$ 40.00	*$ 37.22*	$ 47.00
Class I - Non-Franchise*	$ 50.00		$ 57.00
C&D - Franchise	$ 30.00	*$ 30.33*	$ 37.00
C&D - Non Franchise*	$ 40.00		$ 47.00
Yard Waste - Franchise	$ 30.00	*$ 22.91*	$ 37.00
Yard Waste - Non-Franchise	$ 40.00		$ 47.00
Tires, Passenger	$ 210.00	*$ 190.00*	$ 240.00
**rate paid by residents after the 500 pounds free*			

In-House Curbside Collection Services

- Cost to provide collection with County equipment and County staff

	Garbage	Recycling	Yard Waste
Type	ASL	ASL	Rel
# Trucks	24	13	10
Cost Trucks	$12M	$6.5M	$5M
# Drivers	22	11	9
Cost Drivers year 1	$2.3M	$1.05M	$857K
Containers	$6.5M	$6.5M	$0
Annual Subtotal by Line of Business	$20.8M	$14.05M	$5.85M
Grand total (year 1)			**$40.7M**

Does not include Disposal (currently $9.24M/yr), Truck general operating expenses (fuel, oil, repairs), supervisory, mechanics or new building for truck shop. Also, 2021 Legislation requires municipalities to provide 3 years notice AND 18 months receipts for any hauler displaced by municipalities starting their own garbage service.

WASTE MANAGEMENT

Clay County Update

May 24, 2022

Summary of Events

- Labor shortage became prevalent in spring of 2021 following state and federal government's enhanced unemployment and COVID related stimulus offerings
- WM increased wages over 21% in a 6 month period in early 2021 in an efforts to combat this and began to offer at $10K new hire bonus to all new drivers, spending $54K/month
- WM struggled to maintain services levels for Clay County throughout the summer
- WM mobilized outside help and employed 3rd party companies to collect yard waste, spending over $1.1M attempting to catch up
- WM presented options to Clay County in July and the county voted to suspend curbside recycling and move to a citizens drop off model effective 8/16/21 at which time we were 10 drivers short.
    - This allowed WM to catch up on yardwaste collections withing two week and we have kept on scheduled with all garbage and yardwaste services since
    - WM and Clay county agreed to reduce the monthly bill by $128K/month reduction
        - This is now $133K/month reduction due to CPI increase effective January 2022
    - WM also agreed to perform all rolloff hauls for the citizen drop-off center for no charge
        - We are averaging 154 hauls/month at a cost of $32K/month
- WM has increased wages another 15.5% effective Feb 2022 in an effort to combat the rising inflation, costing $45K/month
- WM Increased wages another 20% effective April 2022 to further the efforts to recruit and offset the continued rising inflation.
    - Current starting Pay is $24/hour. At 65 hours/week that is $97K/year
    - 1 year ago, starting pay was $16/hour. At 65 hours/week that was $64K/year
- WM remains on scheduled with all garbage and yardwaste collections weekly as well as all citizen dropoff sites

WASTE MANAGEMENT

Staffing Data

- Needed 40 Residential Drivers in August 2021
- When we suspended Recycling we had 30
- In January 2022 we added 2 garbage routes (to accommodate growth) taking our need to 42
- Currently we have 29 Residential Drivers that are fully trained
- Currently we have 6 drivers in training
  - Last week we offered 5 drivers, 1 withdrew, 1 no showed on first day
  - Last week we terminated 1 driver for safety and 1 new hire quit after 3 days of training
  - Since August WM has hired 21 and lost 17
  - Even at $24/hour we continue to see low applicant flow of CDL drivers applying in Clay County, due to physical nature of the work and low population of CDL holders in and around Clay county

WASTE MANAGEMENT

Options Moving Forward

1. **Maintain the course of citizens drop-off centers while we continue to hire**

   Requires 42 Drivers and 42 Helpers

   - WM is currently not charging the county $133K/month, nor charging for the hauls from the citizen drop-off centers

2. **Move to a citizens drop-off model for the remainder of the contract**

   WM has the drivers Currently

   - WM would add 2 more citizens drop-off centers for additional convenience (1 has already been added and the other would be WE Varnes Park)
   - WM is willing to offer an additional $35K/month to the current $133K credit

3A. Move to Every Other Week Recycle

Requires 39 Drivers & 39 Helpers

- Full re-route would be required to rebalance garbage, set new zones/days for recycle and yardwaste.
- Annual calendar would be needed for EOW schedule communication
- This would be confusing for the residents: one day for garbage, another for yardwaste and a different day Every Other Week for Recycling
- This would require significant new service limits of 2 bins only
  - Enforcement would be difficult
  - Will cause resident confusion/frustration
  - Dropoff Centers would be removed
- WM would still need to hire and retain 4 more drivers and 8 more helpers to implement
- WM would reinstitute the full rate (+$133K/month) and offer a -$17,500/month rate reduction given the lesser recycling curbside service

WASTE MANAGEMENT

Service Options Chart

		OPTION 1	OPTION 2	OPTION 3A
SERVICE LEVELS				
	Garbage	Weekly All Rear Load	Weekly All Rear Load	Weekly All Rear Load
	Yard Waste	Weekly All Rear Load	Weekly All Rear Load	Weekly All Rear Load
	Recycle	Drop Off Untill Staffed	Drop Off Untill End of Contract	EOW All Rear Load (Bins)
	Citizen Drop Off	6 Sites	7 Sites	None
SERVICE LIMITS				
	Garbage	Current Contract Limitations	Current Contract Limitations	Current Contract Limitations
	Yard Waste	Current Contract Limitations	Current Contract Limitations	Current Contract Limitations
	Recycle	None	None	2 Bin Limit
	Citizen Drop Off	Recycle	Recycle	None
			*WE Varnes Park	
PERSONNEL NEEDS (TOTAL)				
	DRIVERS	42	31	39
	HELPERS	42	31	39
RATES				
	Monthly Total	**$ 721,700**	**$ 686,700**	**$ 837,900**
	Full Service Total	**$ 855,400**		

WASTE MANAGEMENT

Questions & Discussion

WM WASTE MANAGEMENT

Appendix

Options Moving Forward

3B. Move to Every Other Week Recycle and Every Other Week Yard Waste

Requires 37 Drivers & 37 Helpers

- Full re-route would be required to rebalance garbage, set new zones/days for recycle and yardwaste. Yardwaste and Recycle zones would continue to match
- Annual calendar would be needed for EOW schedule communication
- This would require significant new service limits
  - Yardwaste – Cut and bundled, 4” & 50 lbs, 3-yard limit of bundles and 3-yard limit of bags
  - Recycling 2 Bin Limit
  - Enforcement would be difficult
  - Will cause resident confusion/frustration
- WM would still need to hire 2 more drivers and 6 more helpers to implement
- $53K/month rate reduction

3C. Move to Every Other Week Recycle and Week Yard Waste with Enhanced Limits

Requires 38 Drivers & 38 Helpers

- Full re-route would be required to rebalance garbage, set new zones/days for recycle.
- Yardwaste and Recycle zones would continue to match
- Annual calendar would be needed for EOW schedule communication
- This would require significant new service limits
  - Yardwaste – Cut and bundled, 4” & 50 lbs, 3-yard limit of bundles and 3-yard limit of bags
  - Recycling 2 Bin Limit
  - Enforcement would be difficult
  - Will cause resident confusion/frustration
- WM would still need to hire 3 more drivers and 9 more helpers to implement
- $35K/month rate reduction

WASTE MANAGEMENT

Options Moving Forward

5. Pilot – 70% of the County Moves to ASL for Weekly Garbage, Service in 96-Gallon Carts, All of the County moves to Every Other Week Recycle (Still in Bins), Every Other Week Yardwaste with limits

Requires 34 Drivers & 20 Helpers

- WM could provide 10 ASL beginning in late July, and rent 2 additional
- Clay County would provide the carts, timeline TBD
- Limit Yardwaste – Every Other Week Cut and bundled, 4” & 50 lbs, 3-yard limit of bundles and 3-yard limit of bags
- Curbside Recycling would return to all Homes, in existing bins, but Every Other Week
  - Modify Acceptable Materials – No Glass, review acceptable plastics
  - Dropoff Centers Removed
- ASL Truck would have Smart Truck Technology; GPS, Video, Participation & Contamination Monitoring
- This would help test ASLs for the upcoming RFP and future contract
- Rate: Full Service Rate $855K
- Re-route the entire County
- Mailers with Map and Calendar – Recycle and yardwaste would be on the same day
- 2nd cart option - $5/month, resident specific, county would have to bill specifically
- Bulk
  - For the ASL Garbage Area – Every Other Week same day as Recycle and yardwaste
  - For the Rearload Area – weekly service, same day as garbage

6. Pilot - 70% of the County Moves to ASL for Weekly Garbage, Service in 96-Gallon Carts, The rest of the County stays with Rearloaders Weekly, Recycle Moves Permanently to Citizens Drop Model, Yardwaste Weekly with Limits

Requires 29 Drivers & 15 Helpers

- WM could provide 10 ASL beginning in late July, and rent 2 additional
- Clay County would provide the carts, timeline TBD
- Limit Yardwaste –Weekly Cut and bundled, 4” & 50 lbs, 3-yard limit of bundles and 3-yard limit of bags
- Rate: $133K/month rate reduction
- Re-route the entire County

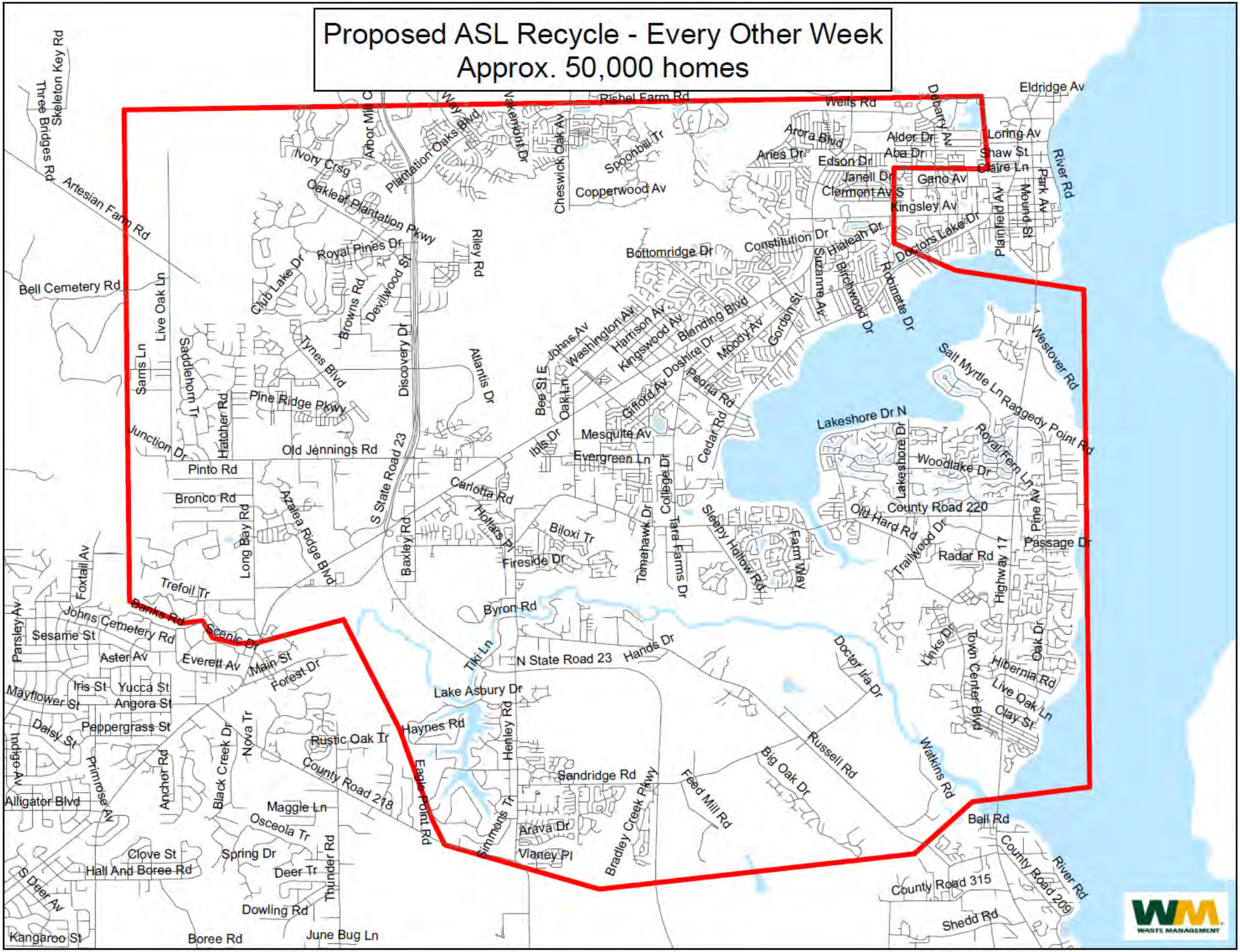
WASTE MANAGEMENT

Alternate Service Options Chart

	OPTION 3B	OPTION 3C	OPTION 5 **	OPTION 6 **
SERVICE LEVELS				
Garbage	Weekly All Rear Load	Weekly All Rear Load	Weekly 70% Auto Side Load 30% Rear Load	Weekly 70% Auto Side Load 30% Rear Load
Yard Waste	EOW All Rear Load	Weekly All Rear Load	EOW All Rear Load	Weekly All Rear Load
Recycle	EOW All Rear Load (Bins)	EOW All Rear Load (Bins)	EOW All Rear Load (Bins)	None
Citizen Drop Off	None	None	None	7 Sites
SERVICE LIMITS				
Garbage	Current Contract Limitations	Current Contract Limitations	**Side Load**: Cart only w/ EOW Bulk Routes added **Rear Load**: Current Contract Limitations	**Side Load**: Cart only w/ EOW Bulk Routes added **Rear Load**: Current Contract Limitations
Yard Waste	Bundles & Bags, 15 bags or 3 yards	Bundles & Bags, 15 bags or 3 yards	Bundles & Bags, 3 YD Limit	Bundles & Bags, 3 YD Limit
Recycle	2 Bin Limit	2 Bin Limit	No Glass, review plastics	None
Citizen Drop Off	None	None	None	Recycle
PERSONNEL NEEDS (TOTAL)				
DRIVERS	37	38	34	29
HELPERS	37	38	20	15
RATES				
Monthly Total	**$ 802,900**	**$ 820,400**	**$ 855,400**	**$ 721,700**
Full Service Total				
Second Cart (Optional)			$ 5.00	$ 5.00

WASTE MANAGEMENT

Automated Side Load vs Rearload Map for ASL Options



Other Regional Municipalities That Have Stopped or Suspended Recycling

- St. Augustine Beach, FL
- City of Jacksonville, FL
- Polk County, FL
- Davie, FL
- Deerfield Beach, FL
- Margate, FL
- Pembroke Pines, FL
- Wildwood, FL
- Valdosta, GA
- New Orleans, LA
- Shreveport, LA
- Jackson, MS
- Starkville, MS
- St. Louis, MO
- Orangeburg, SC
- Lexington, VA

Summary of Incurred Costs (August 2021 – March 2022)

• 3rd Party Collection Vendor Costs	$881,631
• Increased Wages impact from March through August	$322,756
• Waste Management help from outside of Clay County	$227,376
• Suspend Recycling Postcard Notifications (67,423 units)	$ 39,105
• No charge for rolloff hauls from Citizens Dropoff Centers	$ 6,000

TOTAL: $1,476,869

WASTE MANAGEMENT

3rd Party Collection Expense

3rd Party Companies

- Utilized **Green Cove Springs** trucks and County staff. April – May. Cost **$106,948.93**
- Utilized **Grubbs Tree Services.** June. Cost **$165,410.00**
- Utilized **Extreme Property Services.** May – July. Cost **$77,774.00**
- Utilized **Whitener's Tractor Service.** March – April. Cost **$25,200.00**
- Utilized **Gaston Tree Debris**. July - August. Cost **$506,300.00**

TOTAL $881,632.93

Waste Management Help from Outside of Clay County

Account Description	Amount
Travel - Airlines Total	1,280.89
Travel - Auto Total	1,270.20
Area Drivers - Lodging Total	31,053.74
Travel - Meals Total	380.83
Corp Green Team Lodging	193,390.56
*Grand Total	227,376.22
*Does not include any August expense	

COMBINED TOTAL= $1,109,009.15

WASTE MANAGEMENT

3rd Party Company Expenditures Breakdown

Gaston Tree Debris, Green Cove Springs, Grubbs Emergency Services, Whiteners Tractor Service, Xtreme Property Services

Rec Type	Unit	Year	Period	Account Description	Journal ID	Date	Reference	Amount	Line Descr	Inv/Tran ID	Vendor/Supplier
2 DETAIL	04031	2021	7	Subcontractor - Operations	PC14208082	7/26/2021	2021-07-12	62,100.00	CARTAGENA ESTEBANIA	2021-07-12	Gaston Tree Debris Recycling L
2 DETAIL	04031	2021	7	Subcontractor - Operations	PC14208082	7/26/2021	2021-07-22	62,500.00	CARTAGENA ESTEBANIA	2021-07-22	Gaston Tree Debris Recycling L
2 DETAIL	04031	2021	8	Subcontractor - Operations	APA4238421	8/11/2021	USP2P:C1193204:1	64,000.00	Service Vehicle Rental - Clay	70971	Gaston Tree Debris Recycling L
2 DETAIL	04031	2021	8	Subcontractor - Operations	APA4253629	8/17/2021	USP2P:C1229254:3	2,250.00	ADDITIONAL $200 PER HOUR CHARG	70749	Gaston Tree Debris Recycling L
2 DETAIL	04031	2021	8	Subcontractor - Operations	APA4253629	8/17/2021	USP2P:C1229254:1	58,000.00	COLLECT BULK ITEMS IN CALY COU	70749	Gaston Tree Debris Recycling L
2 DETAIL	04031	2021	8	Subcontractor - Operations	APA4253629	8/17/2021	USP2P:C1229256:1	60,000.00	COLLECT BULK ITEMS IN CLAY COU	70839	Gaston Tree Debris Recycling L
2 DETAIL	04031	2021	8	Subcontractor - Operations	APA4253629	8/17/2021	USP2P:C1229256:2	4,800.00	SUPPORT $200 PER HOUR CHARGE F	70839	Gaston Tree Debris Recycling L
2 DETAIL	04031	2021	8	Subcontractor - Operations	APA4253629	8/17/2021	USP2P:C1229254:2	5,000.00	SUPPORT PERSONNEL FOR EACH TRU	70749	Gaston Tree Debris Recycling L
2 DETAIL	04031	2021	8	Subcontractor - Operations	APA4255016	8/18/2021	USP2P:C1235647:1	53,800.00	Service Vehicle Rental - Clay	71089	Gaston Tree Debris Recycling L
2 DETAIL	04031	2021	8	Subcontractor - Operations	APA4272767	8/25/2021	USP2P:C1275158:1	51,800.00	Service Vehicle Rental - Clay	71181	Gaston Tree Debris Recycling L
								82,050.00	Estimate, not yet paid		Gaston Tree Debris Recycling L
								506,300.00			**Gaston Tree Debris Recycling L Total**
2 DETAIL	04031	2021	7	Subcontractor - Operations	4031KA095X	7/31/2021	APR	40,585.18	GCS YW HELP - APR	APR	Green Cove Springs
2 DETAIL	04031	2021	7	Subcontractor - Operations	4031KA095X	7/31/2021	JUN	33,227.33	GCS YW HELP - JUN	JUN	Green Cove Springs
2 DETAIL	04031	2021	7	Subcontractor - Operations	4031KA095X	7/31/2021	MAY	10,348.01	GCS YW HELP - MAY	MAY	Green Cove Springs
								22,788.41	Actual, to be booked in August	JUL	Green Cove Springs
								106,948.93			**Green Cove Springs Total**
2 DETAIL	04031	2021	6	Subcontractor - Operations	APA4080957	6/14/2021	USP2P:C0878094:1	165,410.00	Service Vehicle Rental - Clay	1002	Grubbs Emergency Services LLC
								165,410.00			**Grubbs Emergency Services LLC Total**
2 DETAIL	04031	2021	4	Subcontractor - Operations	AP01870751	4/30/2021	18-APR-2021	5,600.00	AP Vouchers	12367	WHITENERS TRACTOR SERVICE INC
2 DETAIL	04031	2021	4	Subcontractor - Operations	AP01870751	4/30/2021	29-MAR-2021	7,000.00	AP Vouchers	12317	WHITENERS TRACTOR SERVICE INC
2 DETAIL	04031	2021	4	Subcontractor - Operations	AP01870751	4/30/2021	19-APR-2021	7,000.00	AP Vouchers	12442	WHITENERS TRACTOR SERVICE INC
2 DETAIL	04031	2021	5	Subcontractor - Operations	AP01875528	5/31/2021	23-APR-2021	5,600.00	AP Vouchers	12489	WHITENERS TRACTOR SERVICE INC
								25,200.00			**WHITENERS TRACTOR SERVICE INC Total**
2 DETAIL	04031	2021	5	Subcontractor - Operations	4030KA095A	5/31/2021	31678	6,410.00	Service Vehicle Rental - Clay	31678	Xtreme Property Services Inc
2 DETAIL	04031	2021	5	Subcontractor - Operations	4030KA095A	5/31/2021	31680	8,000.00	Service Vehicle Rental - Clay	31680	Xtreme Property Services Inc
2 DETAIL	04031	2021	5	Subcontractor - Operations	4030KA095A	5/31/2021	31683	8,000.00	Service Vehicle Rental - Clay	31683	Xtreme Property Services Inc
2 DETAIL	04031	2021	5	Subcontractor - Operations	4030KA095A	5/31/2021	31685	8,000.00	Service Vehicle Rental - Clay	31685	Xtreme Property Services Inc
2 DETAIL	04031	2021	6	Subcontractor - Operations	APA4086556	6/16/2021	USP2P:C0890718:1	8,000.00	Service Vehicle Rental - Clay	31692	Xtreme Property Services Inc
2 DETAIL	04031	2021	6	Subcontractor - Operations	APA4110867	6/25/2021	USP2P:C0946407:1	8,000.00	Service Vehicle Rental - Clay	31697	Xtreme Property Services Inc
2 DETAIL	04031	2021	6	Subcontractor - Operations	4030KA095A	6/30/2021		8,000.00	RCLS XTREME INV 31689	31689	Xtreme Property Services Inc
2 DETAIL	04031	2021	6	Subcontractor - Operations	APA4128171	6/30/2021	USP2P:C0975482:1	5,774.00	Service Vehicle Rental - Clay	31699	Xtreme Property Services Inc
2 DETAIL	04031	2021	7	Subcontractor - Operations	APA4151422	7/9/2021	USP2P:C1014319:1	9,590.00	Service Vehicle Rental - Clay	31701	Xtreme Property Services Inc
2 DETAIL	04031	2021	7	Subcontractor - Operations	APA4177266	7/20/2021	USP2P:C1073019:1	8,000.00	Service Vehicle Rental - Clay	31695	Xtreme Property Services Inc
								77,774.00			**Xtreme Property Services Inc Total**
							Grand Total	**881,632.93**			

WASTE MANAGEMENT

Smart Truck Technology

- Video, GPS and Real Time Data Received From Trucks
- Artificial Intelligence recognized overfilled carts & recycling contamination allowing WM or the Municipality to Bill for these extra costs
- Customer Can receive Real Time notification regarding issues (overloads, contaminated recycling, blocked carts)
- Customer can access videos/photos of issues
- Service Issue videos available (container not out on time) to help minimize “go backs”

WM Smart Truck℠ Program

More power in each pickup. Less materials in landfills. Cleaner, greener, safer neighborhoods. It starts with learning more about what you toss into your carts. The WM Smart Truck℠ program gives you the notifications and insights you need to make it all possible.

How It Works

1 **Your Materials**
With the help of mounted cameras, WM Smart Truck℠ technology captures footage of your carts as they are tipped into the truck during service.

2 **Your Service**
A dedicated team of technicians reviews the footage associated with your address to make sure your materials were thrown into the correct cart and were collected successfully.

3 **Your Notifications**
If a cart associated with your address is overloaded or non-acceptable material is found, we’ll send you a notification via email, text or both. Log in to **My WM** to set your communication preferences.

NOTE: After one initial warning, all notifications will be sent digitally. Please ensure your contact information and preferences are updated at wm.com/mywm.

Following the educational period, you’ll be charged $X when you overfill a trash cart or $X when you contaminate your recycling.

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: DATE:

FROM:

SUBJECT:
1. Approval of naming of First Coast Connector - Cathedral Oak Parkway
2. Approval of Plat of Cathedral Oak Parkway (Reinhold Corporation)
3. Approval of Plat of Cathedral Oak Parkway (Peters Creek Investment LLP)
4. Approval of Willow Springs Phase 2 Tract A Replat (Peters Creek Investment LLP)

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
memo	Cover Memo	5/16/2022	Cathedral_Oak_Pkwy_memoADA.pdf
Map	Backup Material	5/16/2022	Cathedral_Oak_Pkwy_Map_8ADA.pdf
Agreement	Agreement/Contract	5/16/2022	1718-69ADA.pdf
Plat of Cathedral Oak Pkwy - Reinhold	Backup Material	5/20/2022	Plat-Cathedral_Oak_Pkwy-Reinhold.pdf
Plat for Cathedral Oak Pkwy - Peters Creek	Backup Material	5/20/2022	Plat-Cathedral_Oak_Pkwy-Peters-Creek.pdf
Replat Willow Springs Phase2 - Peters-Creek	Backup Material	5/20/2022	Replat-Willow-Springs-Phase2-Peters-Creek.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	5/18/2022 - 1:45 PM	Item Pushed to Agenda

MIS Division
E911 Addressing

2519 SR 16 West
P.O. Box 1366:
Green Cove Springs, FL
32043

Phone: 904-278-3781
Fax: 904-541-5806

County Manager
Howard Wanamaker

Commissioners:

Mike Cella
District 1

Wayne Bolla
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke
District 5

www.claycountygov.com

MEMORANDUM

To: Clay County Board of County Commissioners

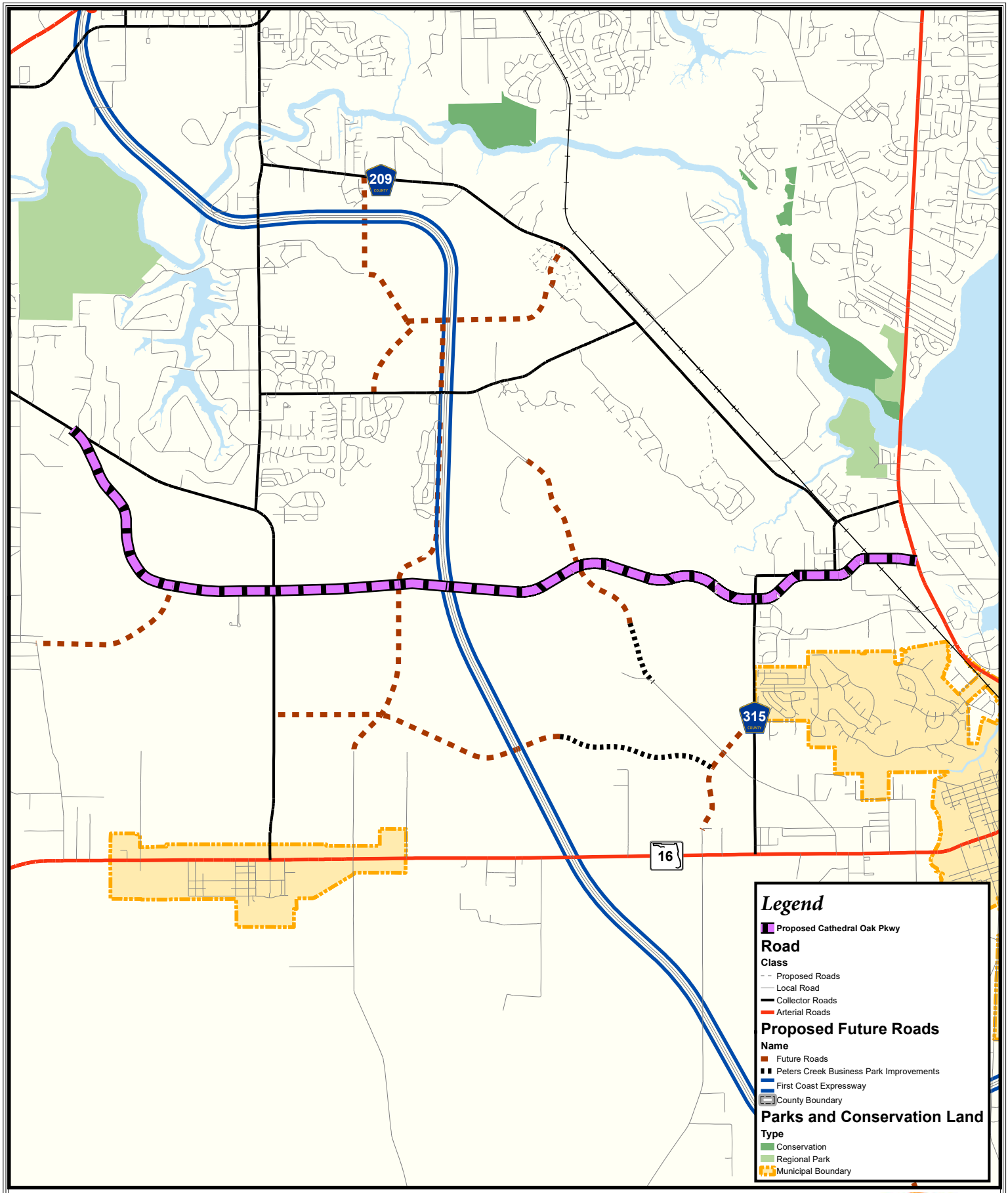
From: Troy Nagle, Assistant County Manager

Re: Road Name

As agreed upon in 2017 on agreement/contract # 2017/2018-69, Reinhold Corporation was given the opportunity to name a new road that will ultimately connect Highway 17 to County Road 218. This road has previously been referred to as County Road 218 Extension and/or First Coast Connector. A copy of the agreement is included.

Mr. Egan has worked with the E911 Addressing staff to select an appropriate name for approval. He has chosen **Cathedral Oak Parkway**. This name has been approved by staff and has been reserved for this project.

Thank you.



0 0.2 0.4 0.8 1.2 1.6 2 Miles

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

File Name: Cathedral_Oak_Pkwy_Map_8.5x11

Proposed Road Name: Cathedral Oak Pkwy

Created By:GIS Department
Map Prepared: 5/11/2022

CLAY COUNTY
AGREEMENT/CONTRACT #2017/2018-69

FUNDING AGREEMENT BETWEEN CLAY COUNTY, FLORIDA, AND REINHOLD CORPORATION, FOR THE CONSTRUCTION OF THE COUNTY ROAD 218 EXTENSION

THIS FUNDING AGREEMENT (the "Agreement") is made effective and entered into as of this 27th day of March, 2018, by and between CLAY COUNTY, FLORIDA (the "County"), and REINHOLD CORPORATION, a Florida corporation ("Reinhold"), as follows:

Recitals

WHEREAS, Reinhold is currently the owner of approximately 27,000 acres of real property in the County (the "Reinhold Property"); and

WHEREAS, Reinhold proposes to construct or cause to be constructed approximately 1.50 miles of roadway extending County Road 218 through the Reinhold Property, as generally depicted on Composite Exhibit "A" attached hereto and referred to in this Agreement as the "CR 218 Extension"; and

WHEREAS, the CR 218 Extension is proposed as a minimum two (2) lane suburban section of a four (4) lane suburban section road, along with stormwater facilities, environmental mitigation, and other improvements or activities required solely for the CR 218 Extension, that will connect CR 218 in the vicinity of Shadowlawn Elementary School with a proposed interchange at the First Coast Expressway, a roadway to be constructed by the Florida Department of Transportation ("FDOT"); and

WHEREAS, the CR 218 Extension is listed in the Five Year Capital Improvements Plan in the Capital Improvements Element of the County's Comprehensive Plan; and,

WHEREAS, the right-of-way required for the CR 218 Extension lies entirely within the Reinhold Property; and

WHEREAS, Reinhold will construct the CR 218 Extension and then dedicate the CR 218 Extension to the County as a publicly dedicated roadway; and

WHEREAS, Reinhold will secure a letter of credit for Seven Million and 00/100 Dollars ($7,000,000) and, if necessary, secure additional security to ensure availability of funds for the construction of the CR 218 Extension; and

WHEREAS, Reinhold will direct its contractor(s) to procure a payment bond and a performance bond for the construction of the CR 218 Extension and cause the County to be named as an intended beneficiary; and

WHEREAS, following completion of construction of the CR 218 Extension, inspection of the CR 218 Extension by the County, receipt of cost certification showing the total CR 218 Extension cost of $7,000,000 or more, receipt of a warranty or maintenance bond for the CR 218 Extension, and the dedication and acceptance of the CR 218 Extension as a public road, the County will pay up to Two Million and 00/100 Dollars ($2,000,000) to Reinhold as partial reimbursement for the construction of the CR 218 Extension (the "County's Reimbursement"); and

WHEREAS, the County's Reimbursement will consist of discretionary sales surtax funds collected pursuant to Section 212.055(2), Florida Statutes, and the County has determined that its use as contemplated in this Agreement serves a public purpose as a means for the County to meet the County's infrastructure needs; and

WHEREAS, it is in the best interest of the County and its citizens that the County reimburse Reinhold, in part, for the construction of the CR 218 Extension.

WITNESSETH

IN CONSIDERATION OF the foregoing Recitals, the mutual covenants and promises herein set forth, and for other good and valuable consideration, including the sum of ten dollars ($10.00) in hand paid, the receipt of which is hereby acknowledged, and all objections to the sufficiency and adequacy of which are hereby waived, the parties hereby agree as follows:

1. **Recitals.** The matters set forth in the Recitals are true and correct as of the date hereof and are incorporated herein by reference.

2. **Purpose.** The purpose of this Agreement is to provide for the construction of the CR 218 Extension by Reinhold, the dedication of the completed CR 218 Extension to the County, and the reimbursement by the County of a portion of Reinhold's construction expenses up to $2,000,000.

3. **Roadway Construction.** Reinhold shall be responsible for designing, seeking and obtaining permits, constructing, bonding, and dedicating to the County the CR 218 Extension. Reinhold shall obtain all necessary federal, state, and local development permits for the CR 218 Extension. Reinhold shall comply with all submittal, review and approval processes which are required by the Clay County Land Development Code from design through construction and acceptance of the completed road. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to the CR 218 Extension shall not relieve Reinhold of the necessity of complying with federal, state, and local permitting requirements, conditions, terms or restrictions as may be applicable.

4. **Construction Timeline.** Reinhold shall commence physical construction of the CR 218 Extension on or before December 31, 2022 (the "Commencement Date"). Commence physical construction means when Reinhold issues a notice to proceed (i.e., instructions to

commence) to a Florida licensed contractor(s) to commence construction of the CR 218 Extension in accordance with a duly executed contract by and between Reinhold and the contractor(s) (the "Construction Contract"). Reinhold shall complete construction of the CR 218 Extension on or before December 31, 2024 (the "Completion Date"). As used herein, "completion" of the CR 218 Extension is the dedication and acceptance of the CR 218 Extension as provided in Section 6 below, except in the event of a default by Reinhold, completion of the CR 218 Extension is the completion of the construction by the County. The parties, acting reasonably, may modify this Agreement as provided in Section 12(j) below to extend the Commencement Date or the Completion Date. Notwithstanding any other provision in this Agreement to the contrary, the Commencement Date shall not be extended beyond December 31, 2023, without the prior express written consent of FDOT's District 2 Secretary which may be withheld in the sole discretion of the District 2 Secretary. The parties recognize that delay in obtaining required permits from local, state and/or federal agencies or delay in the inspection, dedication, or acceptance of the CR 218 Extension, after reasonable good faith effort by Reinhold, constitutes reasonable grounds for such an amendment and extension of the Commencement Date and/or the Completion Date.

5. **Capital Improvements Plan and Other Provisions.** The County shall consider annually an ordinance for the amendment and/or adoption of its Five Year Capital Improvements Plan which will maintain the CR 218 Extension as a listed improvement therein through the 2024-2025 fiscal year, or until the County's Reimbursement is paid, whichever is later. The CR 218 Extension shall be designated as a "developer funded" project and such designation shall include the County's Reimbursement and identify the source of funding for the County's Reimbursement. Subject to appropriation annually therefor, the County shall provide for the

County's Reimbursement in its budget beginning in the 2020-2021 fiscal year and continuing through the 2024-2025 fiscal year, or until the County's Reimbursement is paid, whichever is later.

6. **Dedication and Acceptance; Naming.** Upon completion of the construction of the CR 218 Extension, Reinhold shall dedicate the CR 218 Extension, including applicable right of way and stormwater facilities required for the CR 218 Extension, to the County, by recording the plat thereof in the public records of Clay County, Florida, and, subject to inspection, the County shall accept the plat and dedication of the CR 218 Extension, right-of-way and stormwater facilities prior to opening the roadway for use by the public. Reinhold shall have the right to name the CR 218 Extension subject to the County's Uniform Addressing System and standards for the naming of public roads.

7. **County Reimbursement of Reinhold.**

(a) Following the County's acceptance of the CR 218 Extension, Reinhold shall submit to the County a certification by the project civil engineer (the "Cost Certification") of the total of any and all costs incurred by Reinhold in the design, permitting, and construction of the CR 218 Extension ("Total CR 218 Extension Cost"), as described in Subsection 7(b) below. If the Total CR 218 Extension Cost is equal to or more than $9,000,000, then the County's Reimbursement shall be $2,000,000. If the Total CR 218 Extension Cost is less than $9,000,000 but more than $7,000,000, then the County's Reimbursement of $2,000,000 shall be reduced by the difference between the Total CR 218 Extension Cost and $9,000,000. For example, if the total CR 218 Extension Cost is $8,500,000, then the County's reimbursement shall be $1,500,000. Regardless of the amount of the County's Reimbursement, Reinhold shall apply the County's Reimbursement only toward reimbursement for payment of the costs incurred

for the construction of the CR 218 Extension under the Construction Contract ("Construction Contract Cost").

(b) The Total CR 218 Extension Cost includes but is not limited to: the Construction Contract Cost, actual associated improvement costs, including design, permitting, bid, payment bond, performance bond, warranty or maintenance bond, letter of credit, administration (up to two percent of the Construction Contract Cost), platting, inspections, civil engineering, geotechnical engineering, landscape design services, surveying, construction engineering and inspection, and environmental permitting (to the extent such costs are not included in the Construction Contract Cost); and any other actual costs, such as landscaping and environmental mitigation. All costs listed in this subsection shall be limited to that required solely for the construction of the CR 218 Extension.

(c) Prior to payment by the County, Reinhold shall submit final releases from its contractors and any subcontractors and any other evidence necessary to confirm that all costs of design and construction of the CR 218 Extension, specifically including all costs set forth in section 7(b) above, have been paid, as well as post a warranty or maintenance bond against faulty workmanship, in the same form and manner as is required by the County's Land Development Code. The County shall pay to Reinhold the County's Reimbursement within forty-five (45) days after Reinhold submits to the County: the recorded plat; releases; warranty or maintenance bond; and the Cost Certification, along with statements and supporting documentation which demonstrate the eligibility of the costs therein as defined in Section 7(b) above and which are sufficient to allow the Clerk of the Board to perform her pre-audit functions as required by law. Payment shall be made in accord with the Local Government Prompt Payment Act.

8. **Mutual Indemnity.**

(a) Reinhold agrees to relieve, indemnify and defend the County and hold the County harmless from any and all injury to the persons or property of others, and against all suits and costs and all damages, including reasonable attorneys' fees, to which the County may be put to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Reinhold or its employees, officers, and agents in connection with the design, construction, and dedication of the CR 218 Extension or any other act taken by Reinhold under this Agreement. The indemnification requirements in this Section 8(a) ("Indemnities to County") specifically do not encompass indemnifying the County for the County's negligence, intentional or wrongful acts, or omissions. Any provisions of this Agreement to the contrary notwithstanding, none of the Indemnities to County shall apply or extend to the FDOT in the event FDOT undertakes to assert any of its rights under Subsection 12(p) below, nor shall the FDOT assert or claim any subrogation rights to any claims, defenses, avoidances, causes, actions or remedies to which the County may entitled under the Indemnities to County. The assertion by the FDOT of any of its rights under Subsection 12(p) below shall be deemed to be, and shall operate as, the affirmative and complete release, waiver, and abandonment of any such subrogation rights.

(b) Subject to and within the limitations of Section 768.28, Florida Statutes, the County agrees to relieve, indemnify and defend Reinhold and hold Reinhold harmless from any and all injury to the persons or property of others, and against all suits and costs and all damages, including reasonable attorneys' fees, to which Reinhold may be put to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the County or its employees, officers, and agents in connection with any act taken by the County under this

Agreement. The indemnification requirements in this Section 8(b) specifically do not encompass indemnifying Reinhold for its negligence, intentional or wrongful acts, or omissions.

(c) The County, upon written reasonable notice, shall have the right to audit and inspect any records of Reinhold or its contractor(s) relating to the design, construction and dedication of the CR 218 Extension to ensure compliance with the terms of this Agreement.

9. **Letter of Credit, Additional Security, and Payment and Performance Bonds.**

(a) Prior to the Commencement Date, Reinhold shall provide an irrevocable Letter of Credit in a form acceptable to the County, payable in accord with its terms and which is drawn on and payable from a national or state chartered financial institution (the "Issuer"). The Letter of Credit shall be in the amount of $7,000,000 naming the County as beneficiary and will provide the County with the right to draw upon the Letter of Credit in the event of default by Reinhold (which default is not cured within applicable periods set forth in Section 10 below) for prompt payment of all costs incurred in the design, permitting, and construction of the CR 218 Extension. The duration of the Letter of Credit, if there is no default by Reinhold, shall continue until the satisfactory completion of the design and construction of the CR 218 Extension and dedication thereof by Reinhold to the County, and shall terminate upon the dedication and acceptance of the CR 218 Extension.

(b) Additionally, prior to the Commencement Date, Reinhold shall provide the County with an estimate of the Total CR 218 Extension Cost prepared by the project civil engineer ("Total CR 218 Extension Cost Estimate"). If the Total CR 218 Extension Cost Estimate exceeds $7,000,000, then, prior to the Commencement Date, Reinhold shall provide additional security to the County in the form of an increase in the Letter of Credit, or other security mutually acceptable to Reinhold and the County, for the amount by which the Total CR

218 Extension Cost Estimate exceeds $7,000,000 ("the Additional Security"). If the Total CR 218 Extension Cost Estimate is less than $7,000,000, then the amount of the Letter of Credit under Section 9(a) above shall be reduced to the amount of the Total CR 218 Extension Cost Estimate. If at any time after the Commencement Date through the date of the completion, dedication and acceptance of the CR 218 Extension, any change order, supplemental agreement, or any other contract for any costs becomes required for additional work for the completion, dedication and acceptance of the CR 218 Extension, then

i. the Total CR 218 Extension Cost Estimate shall be increased by the amount of such cost for additional work; and

ii. Reinhold shall, prior to said work being performed, provide security to the County for such amount in the form of an increase in the Additional Security.

In the event of an assignment under Section 12(e), if an assignee is unable to fund an increase in the Additional Security, then, the original contracting party, Reinhold Corporation, shall make available to said assignee a working capital line of credit to be used by said assignee, prior to the work being performed, to fund any required increases in the Additional Security arising from any change order, supplemental agreement, or any other contract for any costs which become required for additional work for the completion, dedication and acceptance of the CR 218 Extension.

(c) The Letter of Credit and any Additional Security shall provide that once each quarter, beginning three (3) months after the Commencement Date, Reinhold shall have the right to cause the aggregate outstanding amount of the Letter of Credit and any Additional

Security to be reduced by the amount of payments made by Reinhold toward the Total CR 218 Extension Cost in the preceding quarter. Reinhold shall have sole discretion to designate that such reduction shall be made to the face amount of the Letter of Credit or the Additional Security, or any combination thereof. In the event Reinhold shall elect to cause such reduction in any quarter, Reinhold shall deliver a written demand (a "Reduction Demand") to the County (with a copy to the Issuer) requesting such reduction and, accompanying the Reduction Demand, shall provide a Cost Certification, along with statements and supporting documentation which demonstrate the eligibility of the costs therein, as defined in Section 7(b) above, of payments made by Reinhold toward the Total CR 218 Extension Cost during the preceding quarter (or for the initial Reduction Demand, of payments made prior to the date of the initial Reduction Demand.) The Letter of Credit and any Additional Security also shall provide that within thirty (30) days after Reinhold delivers to the County any Reduction Demand and accompanying Cost Certification and supporting documentation (the "Review Period"), the County shall deliver written approval or disapproval of the reduction to Reinhold (with a copy to the Issuer). If the County fails to deliver timely approval or disapproval of any Reduction Demand, then such failure shall be deemed by the Issuer to be an approval by the County of the reduction set forth in the Reduction Demand, and the Issuer, with no further action by the County or Reinhold, shall reduce (effective as of the end of the applicable Review Period) the aggregate outstanding amount of the Letter of Credit and any Additional Security by the amount set forth in the Reduction Demand. In the event the County delivers a written disapproval to Reinhold (with a copy to the Issuer), then within thirty (30) days after the County delivers its disapproval Reinhold shall take the necessary actions required for approval of its Reduction Demand, accompanying Cost Certification, and/or supporting documentation. In the event Reinhold

cannot take the necessary actions required for approval within the time frame provided, then there shall be no reduction for the applicable quarter. Either the County or Reinhold, upon written notice to the other (with a copy to the Issuer) within the applicable thirty (30) day period specified above, may extend the applicable thirty (30) day period to forty five (45) days.

(d) In the event that Reinhold fails to commence physical construction of the CR 218 Extension by the Commencement Date or fails to construct the CR 218 Extension by the Completion Date, the County shall have the right, subject to the provisions of Section 10(c) below, to access the Reinhold Property for the sole purpose of constructing or completing construction of the CR 218 Extension and shall be entitled to draw upon the Letter of Credit and any Additional Security (with a copy of each draw request provided to Reinhold) for the sole purpose of, and only in amounts required for, such completion of the construction. In the event Reinhold fails to construct the CR 218 Extension by the Completion Date (as it may be modified in accordance with Section 4 above), then within 90 days of demand therefor (which time shall run concurrently with the default notice and time to cure provisions in Section 10), Reinhold shall dedicate by plat the right-of-way necessary for the dedication and acceptance of the CR 218 Extension to the County including stormwater facilities required for the CR 218 Extension, and assign all permits, design and engineering plans and specifications, the Construction Contract, any associated agreements, the payment bond, the performance bond, and the warranty or maintenance bond, whether the project is complete or in progress, to the County. Upon the completion of the CR 218 Extension by the County under this subsection, the Letter of Credit and any Additional Security shall terminate.

(e) Prior to the Commencement Date, Reinhold shall direct its contractor(s) for the construction of the CR 218 Extension to procure and deliver to Reinhold a payment bond

and a performance bond, each in the amount of the total contract price, securing the performance of the contractor for such construction and the payment of the contractor's subcontractors, suppliers, laborers, and materialmen. The Construction Contract, the payment bond, and the performance bond must name the County as an intended beneficiary thereof. Reinhold shall provide a copy of the Construction Contract, the payment bond, and the performance bond to the County.

10. Defaults and Remedies.

(a) County is Enforcement Agency. The County shall be the governmental entity with the authority and responsibility to monitor compliance with this Agreement and enforce this Agreement, and the County Manager is the County official with the authority and responsibility to monitor compliance with this Agreement and enforce this Agreement.

(b) County/Defaults. If the County defaults in the performance of any obligation required to be performed by it under this Agreement, then Reinhold may deliver written notice of such default to the County. The County shall commence to cure such default within thirty (30) days after the delivery of such notice of default and shall diligently pursue such cure to completion within sixty (60) days after delivery of such notice as to any default. If the County does not cure a default within the time periods provided, Reinhold may pursue any available remedies in law or equity.

(c) Reinhold/Defaults. If Reinhold defaults in the performance of any obligation required to be performed by it under this Agreement, then the County may deliver written notice of such default to Reinhold. Reinhold shall commence to cure such default within thirty (30) days after the delivery of such notice of default and shall diligently pursue such cure to completion within sixty (60) days after delivery of such notice as to any default. If Reinhold

does not cure such default within the time periods provided, then the County may pursue any available remedies in law or equity; provided, however, that:

i. With regard to Reinhold's obligation to construct and dedicate the CR 218 Extension as provided in Sections 3, 4, and 6 above, if Reinhold defaults upon such obligation, then the County's sole and exclusive remedy against Reinhold for such default shall be: access to the right-of-way by the County; drawing upon the Letter of Credit and any Additional Security by the County; assignment by Reinhold to the County of all permits, design and engineering plans and specifications, the Construction Contract, any associated agreements, any payment bond and any performance bond, warranty or maintenance bond, whether the project is complete or in progress; and dedication and plat of the right-of-way, including that necessary for stormwater facilities, by Reinhold to the County; and

ii. Nothing in Paragraph 10(c)i. above eliminates the Indemnities to County set forth in Section 8(a) above; and

iii. In the event of a default by Reinhold and upon demand by the County, the original contracting party, Reinhold Corporation, shall make the working capital line of credit referred to in Section 9(b) above available to the County for the purpose of funding any required increases in the Additional Security arising from any change order, supplemental agreement, or any other contract for any costs which become required for additional work for the completion, dedication and acceptance of the CR 218 Extension; and

iv. Notwithstanding a default by Reinhold, to the extent that reductions by Reinhold (including Reduction Demands by Reinhold delivered prior to or after the time of default and subsequently approved) and/or draws by the County on the Letter of Credit and/or Additional Security exceed $7,000,000, then the County shall pay Reinhold the County's Reimbursement pursuant to the provisions of Section 7(a)-(c) above, as applicable. For example, if Reinhold has reduced the Letter of Credit by $6,000,000 and defaults, and the County in completing the CR 218 Extension, draws upon the Letter of Credit and Additional Security in the amount of $2,500,000, then the County's Reimbursement to Reinhold shall be $1,500,000. If, however, the County incurs any costs as described in Section 7(b) above in excess of the funds available in the Letter of Credit and Additional Security, the County's Reimbursement shall be reduced by said amount. For example, the $1,500,000 due as the County's Reimbursement to Reinhold in the above example would be reduced if the County were to incur additional expenses in excess of the funds available in the Letter of Credit and Additional Security.

11. **Credits.** Nothing in this Agreement shall validate or invalidate any entitlement by Reinhold to credits against impact fees under the County's Road Impact Fee Ordinance (Ordinance 2017-30), proportionate share payments under Chapter 20, Article 10, of the County's Land Development Code, and/or Adequate Public Facilities requirements under the Lake Asbury Master Plan policies and land development regulations. Any request by Reinhold for such credits shall be addressed in a separate agreement as may be authorized under the above-cited provisions.

12. Miscellaneous Provisions.

(a) Notices, Demands and Communications Between the Parties. Notices, demands and communications between the parties shall be given by depositing the same in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Notices, demands and communications to the County:

Clay County
Attn: Stephanie Kopelousos, County Manager
P. O. Box 1366
Green Cove Springs, Florida 32043

With copy to:

Clay County
Attn: Courtney Grimm, County Attorney
P. O. Box 1366
Green Cove Springs, Florida 32043

Notices, demands and communications to Reinhold:

Reinhold Corporation
Attn: George M. Egan
1845 Town Center Boulevard, Suite 105
Fleming Island, Florida 32003

With a copy to:

Rogers Tower, P.A.
Attn: T.R. Hainline, Esq.
1301 Riverplace Blvd., Suite 1500
Jacksonville, Florida 32207

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

(c) Voluntariness. The County and Reinhold have voluntarily entered into this Agreement in consideration of the benefits and the rights of the parties arising hereunder.

(d) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

(e) Assignability. Reinhold may assign any or all of its rights, obligations, and liabilities under this Agreement, specifically including but not limited to the Indemnities to County in Section 8(a) above. In the event of such assignment, the term "Reinhold" in this Agreement shall refer to such assignee(s). At least thirty (30) days prior to any such assignment, a notice of such assignment, identifying the assignee(s) and containing an acknowledgement by the assignee(s) of its assumption of any rights, obligations, and liabilities assigned to it by Reinhold under this Agreement, shall be provided to the County. In association with an assignment, the Letter of Credit and any Additional Security may be re-issued in the name of the assignee as long as such security continues to meet the requirements of Section 9 above. Upon the date of the assignment of all obligations and liabilities under this Agreement and providing notice of such assignment to the County, the original contracting party to this Agreement, the Reinhold Corporation, shall have no further obligations or liabilities under this Agreement. Specifically, any assignee or subsequent assignee(s) of the original contracting party, Reinhold Corporation, shall be bound by the Indemnities to County in Section 8(a) above; and the County acknowledges that, in the event of an assignment to a community development district, stewardship district, or other governmental district or entity, the assignee's indemnification obligation shall be subject to and within the limitations of Section 768.28, Florida Statutes.

(f) Agreement Executed in Counterparts. This Agreement may be executed in two or more counterparts, each of which is considered and shall be deemed to be an original.

(g) Merger of Agreement Terms. This Agreement constitutes the entire understanding and agreement of the parties as to the subject matter hereof, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter.

(h) Section Headings. Section headings included in this Agreement are for convenience only and shall have no effect upon the meaning or construction of this Agreement.

(i) Joint Preparation. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

(j) Amendment of Agreement. Unless otherwise provided in this Agreement, no amendment or modification of this Agreement shall be effective or binding upon any party hereto unless such amendment or modification is in writing and has been executed by all parties.

(k) Compliance with Laws. The parties shall comply with any and all applicable federal, state and local laws, ordinances, codes, rules and regulations as the same exist and may be amended from time to time.

(l) Approvals. Any reviews or approvals by the County contemplated by this Agreement, including but not limited to an extension of the Commencement Date or Completion Date, approval of the reduction of the Letter of Credit and Additional Security, inspection and acceptance of the CR 218 Extension, and payment of the County's Reimbursement, shall not be unreasonably withheld or delayed. Any disapproval by the County shall be timely issued in writing and shall state the reasons for disapproval and the specific actions required for approval. At Reinhold's election, Reinhold may address any disapproval or decision by the County unreasonably withheld or delayed as being subject to the provisions of Section 10(b) above.

(m) Cooperation and Further Assurances. The parties hereto agree to cooperate in all reasonable respects to insure the performance of their obligations pursuant to this Agreement and agree to execute such additional documents and instruments as may be reasonably required to carry out the intent of this Agreement.

(n) Applicable Law; Jurisdiction and Venue. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in Clay County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(o) Time is of the Essence. Time is of the essence with respect to this Agreement and each of its terms and provisions.

(p) FDOT status as third party beneficiary. The FDOT intends to construct an interchange at the intersection of the First Coast Expressway and the CR 218 Extension pursuant to a separate written agreement between Reinhold and the FDOT. In this context, the FDOT is a third party beneficiary to this Agreement. Any provisions of this Agreement to the contrary notwithstanding, the sole and exclusive remedy available to the FDOT as a third party beneficiary under this Agreement is to compel the County to enforce its remedy under Paragraphs 10(c)i. and 10(c)iii. above, and then only in the event of a Reinhold default triggering the County's right thereto and the County's failure to seek enforcement. In such event, the FDOT shall submit a written demand that the County seek enforcement, with a copy to Reinhold.

The County shall have a period of forty-five (45) days following receipt of the demand to respond to the FDOT, with a copy to Reinhold, setting forth enforcement actions which the County will take, if any. If the County's response identifies enforcement actions consistent with the County's rights under this Agreement, and if the County thereafter undertakes such actions within thirty (30) days of its response to the FDOT, then the FDOT shall desist from further action with respect to the matters that are the subject of the demand for so long as the County diligently pursues such actions.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

REINHOLD CORPORATION

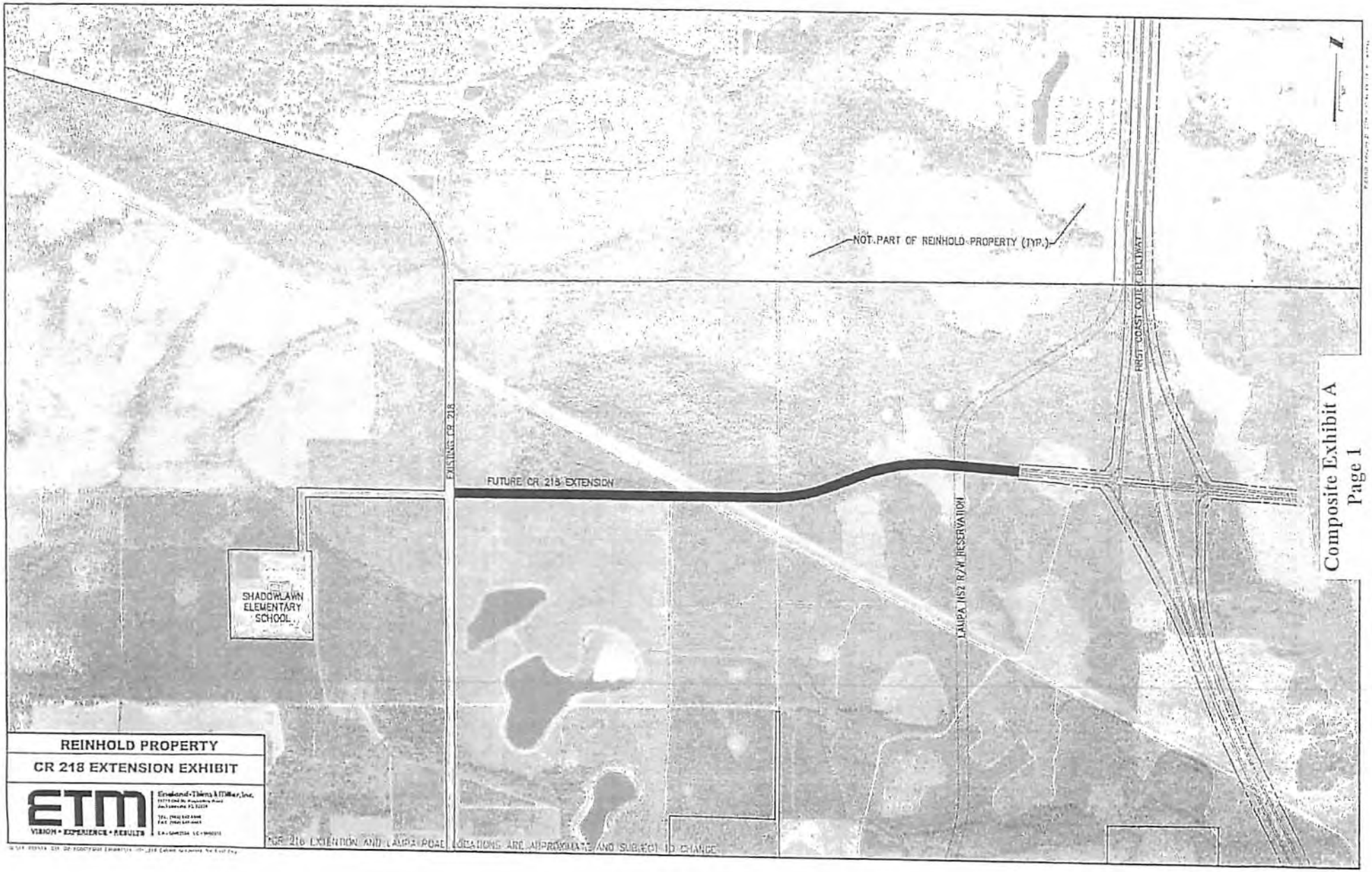
By: George M. Egan
Printed Name: GEORGE M. EGAN
Title: CEO

CLAY COUNTY, FLORIDA

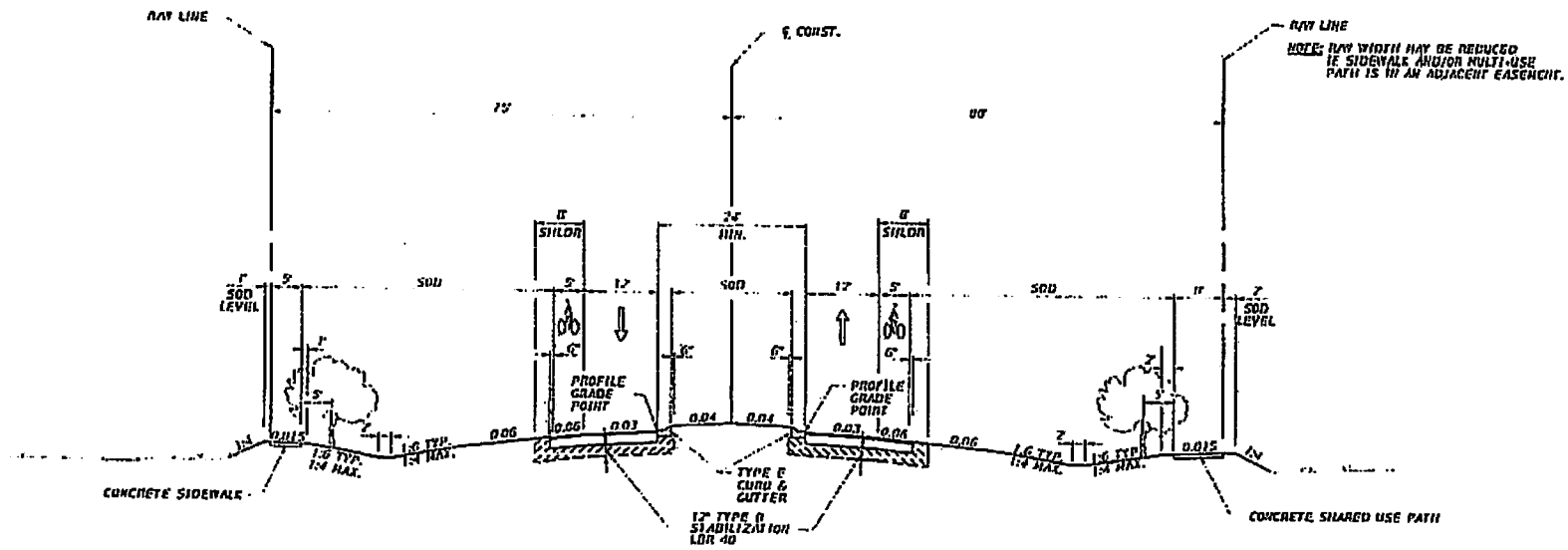
By: Gavin Rollins
Gavin Rollins, Chairman

ATTEST:

S. C. Kopelousos, County Manager and
Clerk of the Board of County Commissioners



Composite Exhibit A
Page 1



CLAY COUNTY / LAMPA
2-LANE OF FUTURE 4-LANE SUBURBAN ROADWAY
MINOR/MAJOR COLLECTOR

REFER TO CLAY COUNTY LDC
FOR PAVEMENT DESIGN

DESIGN SPEED: 50 MPH
POSTED SPEED: 45 MPH

CATHEDRAL OAK PARKWAY PHASE 2

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST

CLAY COUNTY, FLORIDA

PLAT BOOK PAGE

SHEET 1 OF 4

CAPTION

A PORTION OF PARCEL NO: 35–05–25–010146–000–00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" X 5" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 00°23'50" EAST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 2,438.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°23'50" EAST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 137.08 FEET TO A 5" X 5" CONCRETE MONUMENT BEING THE EAST 1/4 CORNER OF SAID SECTION 35; THENCE SOUTH 00°45'53" WEST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 35.16 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2380.00 FEET AND POINT A; THENCE DEPARTING THE EAST LINE OF SAID SECTION 35 AND ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 29°39'56", AN ARC DISTANCE OF 1232.28 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 79°44'28" WEST, 1218.56 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 651.10 FEET TO POINT B; THENCE CONTINUE NORTH 85°25'34" WEST A DISTANCE OF 718.11 FEET; THENCE SOUTH 04°28'57" WEST A DISTANCE OF 37.26 FEET; THENCE NORTH 85°31'03" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 04°28'57" EAST A DISTANCE OF 37.34 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 737.69 FEET TO THE EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 218 (A VARIABLE WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71493); THENCE NORTH 04°34'26" EAST ALONG EASTERN RIGHT OF WAY OF SAID COUNTY ROAD 218 A DISTANCE OF 155.00 FEET; THENCE DEPARTING EASTERN RIGHT OF WAY OF SAID COUNTY ROAD 218, SOUTH 85°25'34" EAST A DISTANCE OF 675.50 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 49.84 FEET; THENCE SOUTH 85°31'03" EAST A DISTANCE OF 50.00 FEET TO POINT C; THENCE SOUTH 04°34'26" WEST A DISTANCE OF 49.92 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 1,431.40 FEET TO A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2225 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 31°32'08", AN ARC DISTANCE OF 1224.64 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°48'22" EAST, 1209.24 FEET TO THE EAST LINE OF SAID SECTION 35 AND THE POINT OF BEGINNING.

CONTAINING 12.15 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 800

A DRAINAGE EASEMENT LYING IN PARCEL NO: 35–05–25–010146–000–00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT A (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 2); THENCE SOUTH 00°45'53" WEST ALONG THE EAST LINE OF SAID SECTION 35 A DISTANCE OF 29.96 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 00°41'29", AN ARC DISTANCE OF 29.05 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 65°33'56" WEST, 29.05 FEET TO A NON–TANGENT LINE; THENCE SOUTH 24°05'20" EAST A DISTANCE OF 17.00 FEET TO A NON–TANGENT CURVE CONCAVE OF THE NORTHWEST, HAVING A RADIUS OF 2424.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 03°58'53", AN ARC DISTANCE OF 168.44 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 67°54'07" WEST, 168.40 FEET TO A NON–TANGENT LINE; THENCE NORTH 20°06'27" WEST A DISTANCE OF 17.00 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 05°17'53", AN ARC DISTANCE OF 222.57 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 72°32'29" WEST, 222.49 FEET TO A NON–TANGENT LINE; THENCE NORTH 14°48'34" WEST A DISTANCE OF 27.00 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2380.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 10°16'55", AN ARC DISTANCE OF 421.10 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 70°02'59" EAST, 426.52 FEET TO THE EAST LINE OF SAID SECTION 35 AND THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.33 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 801

A DRAINAGE AND POND EASEMENT LYING IN PARCEL NO: 35–05–25–010146–000–00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT B (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 2); THENCE SOUTH 04°34'26" WEST A DISTANCE OF 150.89 FEET; THENCE SOUTH 69°29'30" WEST A DISTANCE OF 535.52 FEET; THENCE NORTH 10°21'14" WEST A DISTANCE OF 162.54 FEET; THENCE SOUTH 79°47'20" WEST A DISTANCE OF 106.95 FEET; THENCE NORTH 10°12'40" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 79°47'20" EAST A DISTANCE OF 106.82 FEET; THENCE NORTH 10°21'14" WEST A DISTANCE 115.02 FEET; THENCE NORTH 53°18'39" WEST A DISTANCE OF 115.49 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 667.22 FEET TO THE POINT OF BEGINNING.

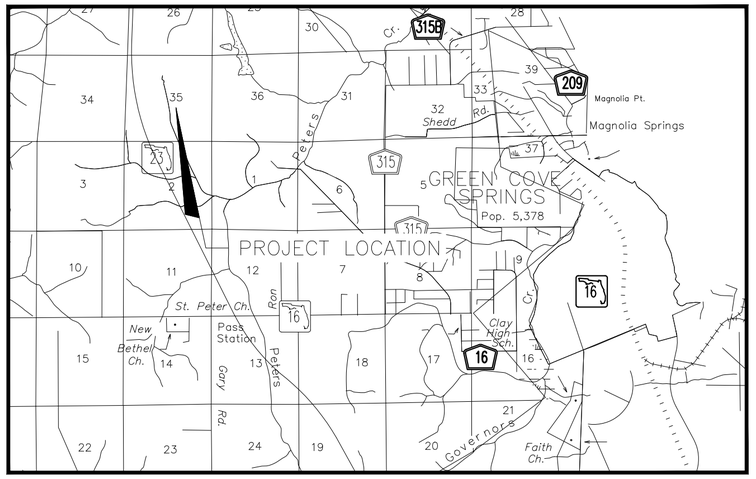
DRAINAGE AND POND EASEMENT CONTAINING 3.56 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 802

A DRAINAGE EASEMENT LYING IN PARCEL NO: 35–05–25–010146–000–00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT C (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 2); THENCE SOUTH 85°31'03" EAST A DISTANCE OF 10.74 FEET; THENCE SOUTH 77°30'52" EAST A DISTANCE OF 166.66 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 614.69 FEET; THENCE SOUTH 04°34'26" WEST A DISTANCE OF 27.00 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 790.50 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 49.92 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.54 ACRES, MORE OR LESS.



VICINITY MAP

(NOT TO SCALE)

ENGINEER AND SURVEYOR

WGI, INC.
4371 U.S. HWY 17 SOUTH, SUITE 203
FLEMING ISLAND, FL 32003

PREPARED BY:

WGI™

4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

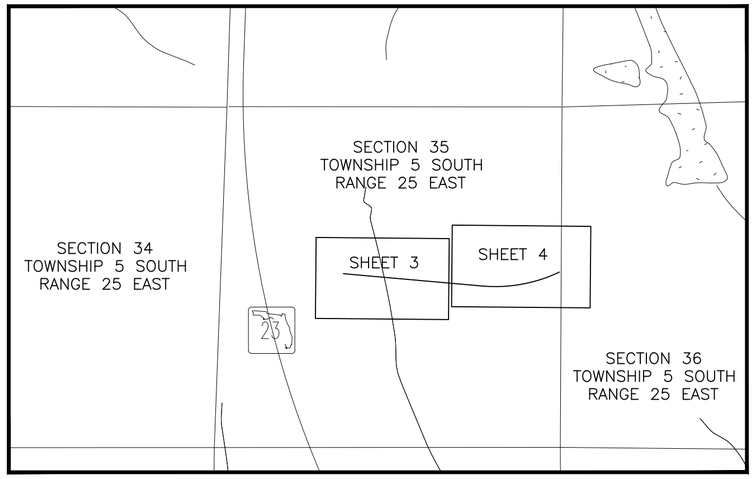
CATHEDRAL OAK PARKWAY PHASE 2

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST

CLAY COUNTY, FLORIDA

PLAT BOOK PAGE

SHEET 2 OF 4



KEY MAP

(NOT TO SCALE)

COUNTY COMMISSIONER'S APPROVAL

EXAMINED AND APPROVED THIS _____ DAY OF _____ 2022, BY THE BOARD OF COUNTY COMMISSIONERS, CLAY COUNTY, FLORIDA.

_____ _____
TARA S GREEN,
CLAY COUNTY CLERK AND COMPTROLLER,
EX OFFICIO CLERK TO THE BOARD

_____
CHAIRMAN OF THE BOARD

COUNTY ENGINEER APPROVAL

APPROVED THIS _____ DAY OF _____, 2022

_____
COUNTY ENGINEER

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND IT COMPLIES IN FORM WITH PART II OF CHAPTER 177, FLORIDA STATUTES, AND IS FILED FOR RECORD IN PLAT BOOK _____, PAGES _____ THROUGH _____, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA THIS _____ DAY OF _____, 2022.

_____
CLERK OF THE CIRCUIT COURT

DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICE APPROVAL

APPROVED THIS _____ DAY OF _____, 2022

_____
DIRECTOR

SURVEYOR AND MAPPER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.'S") AND MONUMENTS ACCORDING TO SECTION 177.091(9), FLORIDA STATUTES, HAVE BEEN PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF CLAY COUNTY, FLORIDA.

THIS _____ DAY OF _____, 2022

_____
RYAN KETT,
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 7113

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT REINHOLD CORPORATION, A FLORIDA CORPORATION UNDER THE LAWS OF THE STATE OF FLORIDA, HEREINAFTER "DEDICATOR", IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS.

ALL OF CATHEDRAL OAK PARKWAY PHASE 2, A PUBLIC RIGHT OF WAY IS HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CLAY COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS.

PERPETUAL EASEMENTS AS SHOWN ON THE PLAT, ARE HEREBY IRREVOCABLY DEDICATED TO CLAY COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS, AND ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND.

THE EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTING, DRAINING, RETAINING, DETAINING AND CONVEYING STORMWATER IN, OVER, UNDER, UPON AND THROUGH THE EASEMENT PROPERTY, TOGETHER WITH THE RIGHT TO ACCESS, OBSERVE, INSPECT, OPERATE, MAINTAIN, CONSTRUCT, IMPROVE AND REPAIR IMPROVEMENTS, I.E., DRAINAGE DITCHES, PIPES AND ASSOCIATED DRAINAGE PONDS AND STRUCTURES, MODIFYING THE ELEVATION WITH THE RIGHT TO CONSTRUCT, GRADE, EXCAVATE AND/OR ADD FILL MATERIAL (COLLECTIVELY, THE "DRAINAGE IMPROVEMENTS"), IN, OVER, UNDER, UPON AND THROUGH THE EASEMENT PROPERTY. CLAY COUNTY SHALL HAVE EXCLUSIVE USE AND CONTROL OF THE EASEMENT PROPERTY AND SHALL, AT ITS SOLE COST AND EXPENSE, CONSTRUCT, MAINTAIN, REPAIR AND OPERATE DRAINAGE IMPROVEMENTS WITHIN THE EASEMENT PROPERTY IN ACCORDANCE WITH APPLICABLE LAWS, CODES, RULES, REGULATIONS, AND PERMITS.

THE EASEMENTS SHALL PERMIT CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS, TO DISCHARGE INTO SAID PONDS AND FILTRATION SYSTEMS WHICH THESE EASEMENTS TRAVERSE, ALL WATER WHICH MAY FALL OR COME UPON THE PUBLIC RIGHT OF WAY HEREBY DEDICATED, TOGETHER WITH ALL SOIL, NUTRIENTS, CHEMICALS AND ALL OTHER SUBSTANCE WHICH MAY FLOW OR PASS FROM SAID RIGHT OF WAY, FROM ADJACENT LAND OR FROM ANY OTHER SOURCE OF PUBLIC WATERS INTO OR THROUGH SAID PONDS AND FILTRATION SYSTEMS, WITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS FOR ANY DAMAGE, INJURIES OR LOSSES TO PERSONS OR PROPERTY RESULTING FROM THE ACCEPTANCE OR USE OF THESE EASEMENTS BY CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS.

DEDICATOR SHALL HAVE THE RIGHT TO ELECT TO CONNECT TO, ALTER OR EXPAND THE SIZE AND CAPACITY OF ANY DRAINAGE IMPROVEMENTS WITHIN THE BOUNDS OF THE EASEMENT PROPERTY. IF DEDICATOR MAKES SUCH ELECTION, ALL SUCH JOINT USE STORMWATER PONDS, DRAINAGE EASEMENTS AND RELATED IMPROVEMENTS ("JOINT USE PONDS") SHALL BE DESIGNED AND CONSTRUCTED AT DEDICATOR'S SOLE EFFORT, COST AND EXPENSE, SHALL MEET THE OPERATIONAL AND MAINTENANCE NEEDS OF THE COUNTY, SHALL NOT INFRINGE UPON OR INTERFERE WITH THE COUNTY'S PERMITTED CAPACITY FOR FUTURE USE, AND SHALL BE PROCESSED WITH THE COUNTY IN ACCORDANCE WITH APPLICABLE LAWS, CODES, RULES, REGULATIONS AND PERMITS. ALL SUCH JOINT USE PONDS SHALL THEREAFTER BE OPERATED, MAINTAINED, IMPROVED AND REPAIRED AT DEDICATOR'S SOLE EFFORT, COST AND EXPENSE IN A GOOD AND WORKMANLIKE MANNER, WITH REASONABLE CARE, IN ACCORDANCE WITH APPLICABLE LAW. DEDICATOR'S OBLIGATIONS CONCERNING JOINT USE PONDS SPECIFICALLY DO NOT PREEMPT THE COUNTY'S RIGHTS WITH REGARD TO ANY SUCH PONDS. THE EASEMENTS, AS SHOWN ON THE PLAT, MAY BE RELEASED BY MUTUAL CONSENT OF THE DEDICATOR AND CLAY COUNTY WITHOUT A REQUIREMENT TO REPLAT PROVIDED SUCH RELEASE IS RECORDED IN THE PUBLIC RECORDS OF CLAY COUNTY.

CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE NOR RESPONSIBLE FOR THE CREATION, OPERATION, FAILURE OR DESTRUCTION OF WATER LEVEL CONTROL EQUIPMENT WHICH MAY BE CONSTRUCTED OR INSTALLED BY THE DEDICATOR OR ANY OTHER PERSON WITHIN THE AREA OF THE LANDS HEREBY PLATTED, OR OF THE EASEMENTS SHOWN ON THIS PLAT, BUT SHALL HAVE THE RIGHT TO MODIFY THE EXISTENCE OF DRAINAGE IMPROVEMENTS AND ANY JOINT USE PONDS AND THAT WHICH RETAINS IT TO EFFECT ADEQUATE DRAINAGE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO REMOVE ANY WATER LEVEL CONTROL STRUCTURES OR ANY PART THEREOF. THE DEDICATOR, AS OWNER OF THE LANDS DESCRIBED AND CAPTIONED HEREON, SHALL INDEMNIFY CLAY COUNTY AND SAVE IT HARMLESS FROM SUITS, ACTION, DAMAGES AND LIABILITY AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE DRAINAGE IMPROVEMENTS OR ANY JOINT USE PONDS DESCRIBED ABOVE, OR ANY PART THEREOF, OCCASIONED WHOLLY OR IN PART BY ANY ACT OF OMISSION OF THE DEDICATOR, ITS AGENTS, CONTRACTORS, EMPLOYEES, SERVANTS, LICENSEES OR CONCESSIONAIRES. THIS INDEMNIFICATION SHALL RUN WITH THE LAND AND THE ASSIGNS OF THE DEDICATOR AND SHALL BE SUBJECT TO IT.

REINHOLD CORPORATION, A FLORIDA CORPORATION

_____ WITNESS

_____ WITNESS

BY: _____
GEORGE M. EGAN

_____ PRINT NAME

_____ PRINT NAME

STATE OF FLORIDA, CLAY COUNTY

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS ___ DAY OF _____, 2022, BY GEORGE M. EGAN AS AN AUTHORIZED SIGNER OF REINHOLD CORPORATION, WHO IS [] PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES:

_____
SIGNATURE

_____
(PRINTED NAME) – NOTARY PUBLIC (SEAL)

SURVEYOR AND MAPPER'S CERTIFICATE

THE UNDERSIGNED SURVEYOR CERTIFIES THAT HAS REVIEWED THIS PLAT ON BEHALF OF CLAY COUNTY, FLORIDA IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 177.081 (1), FLORIDA STATUTES (1998), AND HAS DETERMINED THAT SAID PLAT CONFORMS WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, THE UNDERSIGNED DID NOT PREPARED THIS PLAT. THIS CERTIFICATE IS MADE AS OF THE _____ DAY OF _____, 2022.

SIGNED:_____

PRINT NAME: ROBERT BRANDT WILSON PLS

FLORIDA REGISTRATION NO.: 4690

PRINT ADDRESS: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1366
GREEN COVE SPRINGS, FL 32043

PREPARED BY:

WGI™

4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

PLAT BOOK PAGE

SHEET 3 OF 4

CATHEDRAL OAK PARKWAY PHASE 2

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST

CLAY COUNTY, FLORIDA

N

0 50 100 200

SCALE: 1" = 100'

NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING SOUTH 00°23'50" EAST

LEGEND:

▩	= Denotes Found 5"x5" C.M.
●	= Denotes PRM Iron Rod Stamped LB 7055
○	= Denotes PCP Iron Rod Stamped LB 7055
C#	= Tabulate Curve Data
CB	= Chord Bering
CD	= Chord Distance
Δ	= Delta
L#	= Tabulate Line Data
L	= Length
LB	= License Business
PC	= Point of Curvature
PCP	= Permanent Control Point
POL	= Point on Line
PRM	= Permanent Reference Monument
PT	= Point of Tangency
R	= Raudius

PARCEL 100 LINE TABLE

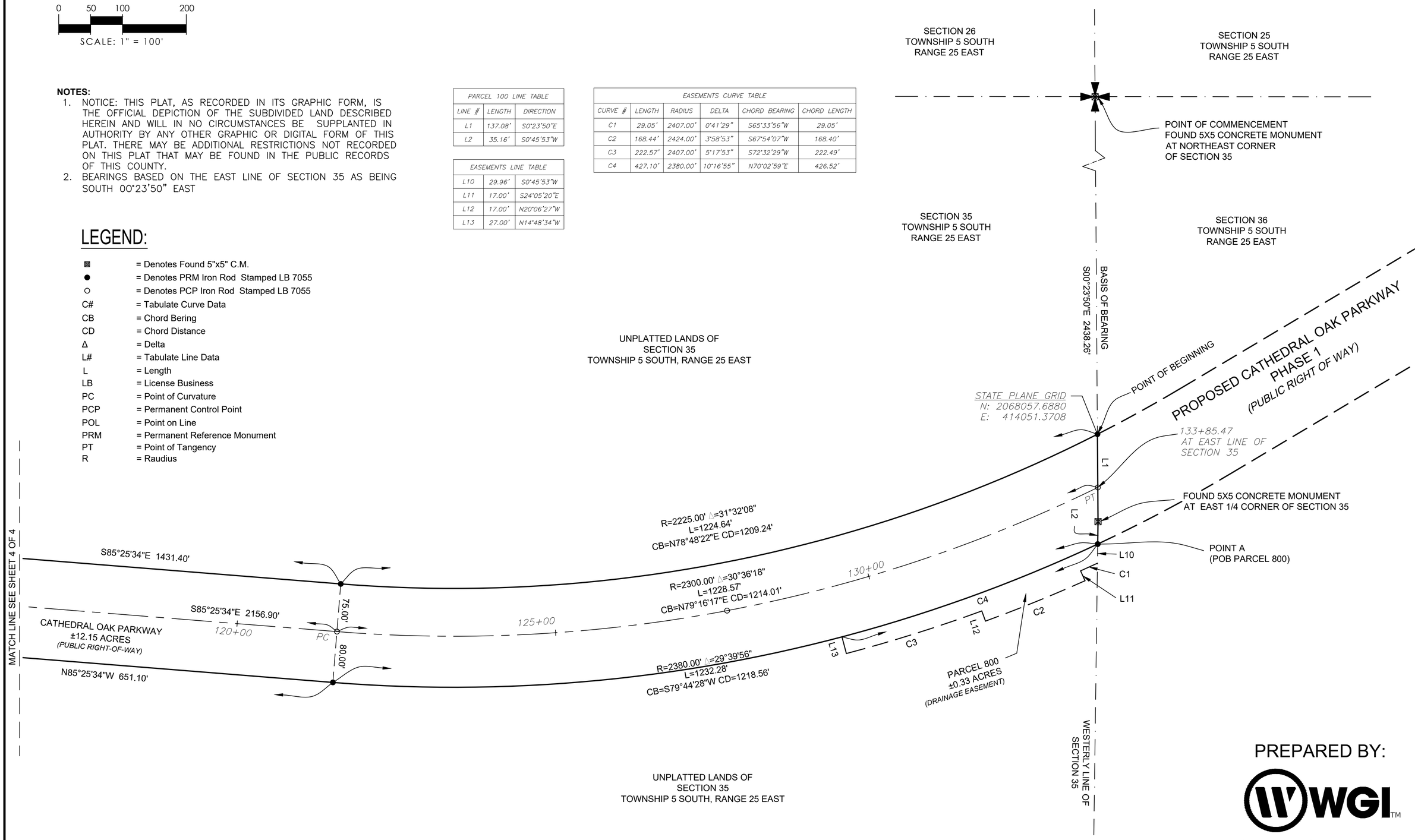
LINE #	LENGTH	DIRECTION
L1	137.08'	S0°23'50"E
L2	35.16'	S0°45'53"W

EASEMENTS LINE TABLE

L10	29.96'	S0°45'53"W
L11	17.00'	S24°05'20"E
L12	17.00'	N20°06'27"W
L13	27.00'	N14°48'34"W

EASEMENTS CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	29.05'	2407.00'	0°41'29"	S65°33'56"W	29.05'
C2	168.44'	2424.00'	3°58'53"	S67°54'07"W	168.40'
C3	222.57'	2407.00'	5°17'53"	S72°32'29"W	222.49'
C4	427.10'	2380.00'	10°16'55"	N70°02'59"E	426.52'



PREPARED BY:

WGI™

4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

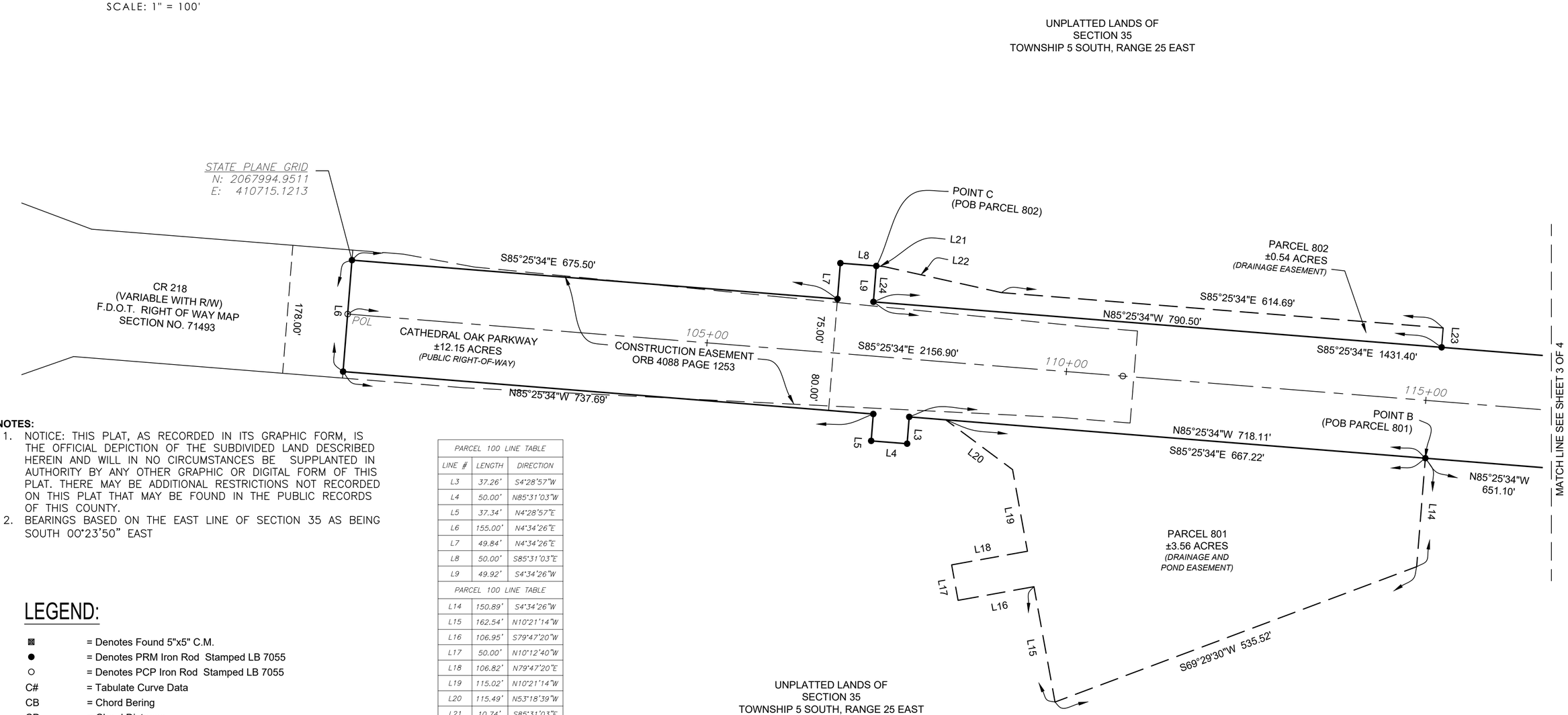
CATHEDRAL OAK PARKWAY
PHASE 2

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST
CLAY COUNTY, FLORIDA

PLAT BOOK PAGE
SHEET 4 OF 4

N

0 50 100 200
SCALE: 1" = 100'



NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING SOUTH 00°23'50" EAST

PARCEL 100 LINE TABLE		
LINE #	LENGTH	DIRECTION
L3	37.26'	S4°28'57"W
L4	50.00'	N85°31'03"W
L5	37.34'	N4°28'57"E
L6	155.00'	N4°34'26"E
L7	49.84'	N4°34'26"E
L8	50.00'	S85°31'03"E
L9	49.92'	S4°34'26"W
PARCEL 100 LINE TABLE		
L14	150.89'	S4°34'26"W
L15	162.54'	N10°21'14"W
L16	106.95'	S79°47'20"W
L17	50.00'	N10°12'40"W
L18	106.82'	N79°47'20"E
L19	115.02'	N10°21'14"W
L20	115.49'	N53°18'39"W
L21	10.74'	S85°31'03"E
L22	166.66'	S77°30'52"E
L23	27.00'	S4°34'26"W
L24	49.92'	N4°34'26"E

LEGEND:

▩	= Denotes Found 5"x5" C.M.
●	= Denotes PRM Iron Rod Stamped LB 7055
○	= Denotes PCP Iron Rod Stamped LB 7055
C#	= Tabulate Curve Data
CB	= Chord Bering
CD	= Chord Distance
Δ	= Delta
L#	= Tabulate Line Data
L	= Length
LB	= License Business
PC	= Point of Curvature
PCP	= Permanent Control Point
POL	= Point on Line
PRM	= Permanent Reference Monument
PT	= Point of Tangency
R	= Raudius

PREPARED BY:

WGI™
4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CATHEDRAL OAK PARKWAY PHASE 1

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST

CLAY COUNTY, FLORIDA

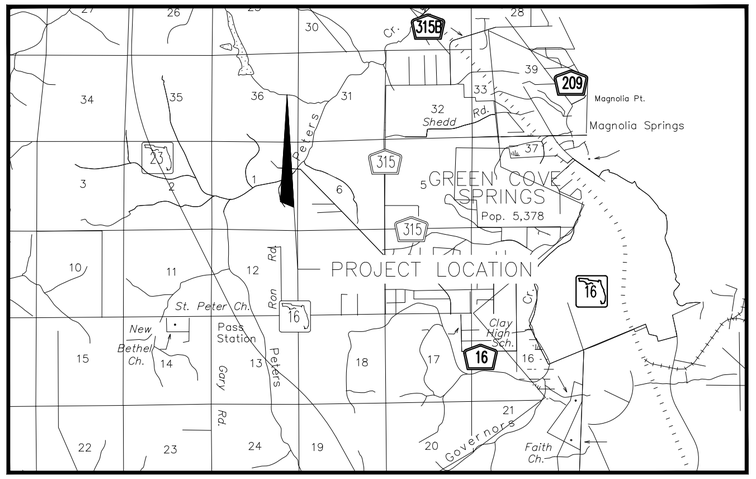
PLAT BOOK PAGE

SHEET 1 OF 9

CAPTION

A PORTION OF PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, AND SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" X 5" CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST; THENCE SOUTH 00°23'50" EAST, ALONG THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 2,438.26 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2,225.00 AND THE POINT OF BEGINNING; THENCE DEPARTING THE WEST LINE OF SAID SECTION 36 AND ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 01°30'35", AN ARC DISTANCE OF 58.63 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62°17'02" EAST, 58.63 FEET TO POINT A; THENCE CONTINUE ALONG CURVE THROUGH AN ANGLE OF 02°18'00", AN ARC DISTANCE OF 89.31 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60°22'45" EAST, 89.31 FEET; THENCE NORTH 59°13'45" EAST A DISTANCE OF 1,530.24 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2,375.00 FEET; THENCE THROUGH AN ANGLE OF 3°40'27", AN ARC DISTANCE OF 152.30 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 61°03'59" EAST, 152.28 FEET TO A NON–TANGENT LINE; THENCE NORTH 19°24'41" EAST A DISTANCE OF 38.20 FEET; THENCE NORTH 65°33'27" EAST A DISTANCE OF 166.99 FEET; THENCE SOUTH 68°19'36" EAST A DISTANCE OF 38.22 FEET TO A NON–TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2,375.00 FEET; THENCE THROUGH AN ANGLE OF 15°26'02", AN ARC DISTANCE OF 639.76 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 75°55'43" EAST, 673.83 FEET TO A NON–TANGENT LINE; THENCE NORTH 00°13'32" EAST A DISTANCE OF 137.49 FEET; THENCE SOUTH 89°46'28" EAST A DISTANCE OF 88.00 FEET TO POINT B; THENCE SOUTH 00°13'32" WEST A DISTANCE OF 129.00 FEET TO A NON–TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2,375.00 FEET; THENCE THROUGH AN ANGLE OF 22°14'08", AN ARC DISTANCE OF 921.69 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 83°06'14" EAST, 915.92 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 1,018.83 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 44.46 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 50.00 FEET TO POINT C; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 15.72 FEET; THENCE SOUTH 27°21'22" EAST A DISTANCE OF 40.92 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 857.99 FEET; THENCE NORTH 18°02'06" EAST A DISTANCE OF 57.89 FEET; THENCE SOUTH 71°57'54" EAST A DISTANCE OF 74.33 FEET TO POINT D; THENCE SOUTH 18°02'06" WEST A DISTANCE OF 57.80 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2,007.99 FEET; THENCE THROUGH AN ANGLE OF 36°00'46", AN ARC DISTANCE OF 1,262.11 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89°32'56" EAST, 1,241.43 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2,158.00 FEET; THENCE THROUGH AN ANGLE OF 13°41'49", AN ARC DISTANCE OF 515.89 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°23'28" EAST, 514.66 FEET TO A NON–TANGENT LINE; THENCE NORTH 06°40'52" EAST A DISTANCE OF 169.87 FEET; THENCE NORTH 57°00'00" EAST A DISTANCE OF 201.56 FEET; THENCE SOUTH 84°20'27" EAST A DISTANCE OF 149.27 FEET; THENCE SOUTH 33°38'55" EAST A DISTANCE OF 122.96 FEET; THENCE SOUTH 05°39'33" WEST A DISTANCE OF 65.31 FEET; THENCE SOUTH 69°50'31" EAST A DISTANCE OF 165.62 FEET; THENCE SOUTH 05°39'33" WEST A DISTANCE OF 53.99 FEET TO A NON–TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2,168.00 FEET; THENCE THROUGH AN ANGLE OF 18°21'10", AN ARC DISTANCE OF 694.45 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 70°59'41" EAST, 691.48 FEET TO A NON–TANGENT LINE; THENCE SOUTH 28°10'55" WEST A DISTANCE OF 25.00 FEET TO A NON–TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2,143.00 FEET; THENCE THROUGH AN ANGLE OF 6°57'40", AN ARC DISTANCE OF 260.36 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 58°20'15" EAST, 260.20 FEET TO POINT E; THENCE CONTINUE ALONG CURVE HAVING A RADIUS OF 2,143.00 FEET, THROUGH AN ANGLE OF 6°54'48", AN ARC DISTANCE OF 258.58 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 51°24'01" EAST, 258.42 FEET; THENCE SOUTH 47°56'37" EAST A DISTANCE OF 131.94 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,023.00 FEET; THENCE THROUGH AN ANGLE OF 16°54'12", AN ARC DISTANCE OF 596.82 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 56°23'43" EAST, 594.66 FEET TO A NON–TANGENT LINE; THENCE NORTH 26°03'34" EAST A DISTANCE OF 58.40 FEET; THENCE SOUTH 64°01'56" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 26°03'34" WEST A DISTANCE OF 57.07 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,023.00 FEET; THENCE THROUGH AN ANGLE OF 25°04'37", AN ARC DISTANCE OF 885.42 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°48'08" EAST, 878.37 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 403.70 FEET TO WESTERLY EXISTING RIGHT OF WAY OF COUTY ROAD 315 (A 80 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRASPORTATION RIGHT OF WAY MAP, SECTION NO. 71507–2601); THENCE SOUTH 01°47'05" WEST ALONG THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315 A DISTACE OF 125.19 FEET TO POINT F; THENCE DEPARTING THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315, SOUTH 88°39'34" WEST A DISTANCE OF 396.88 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,148.00 FEET; THENCE THROUGH AN ANGLE OF 26°29'04", AN ARC DISTANCE OF 992.89 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°05'54" WEST, 984.08 FEET TO A NON–TANGENT LINE; THENCE SOUTH 26°00'29" WEST A DISTANCE OF 58.10 FEET; THENCE NORTH 64°05'01" WEST A DISTANCE OF 50.00 FEET TO POINT G; THENCE NORTH 26°00'29" EAST A DISTANCE OF 58.01 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NOTHEAST, HAVING A RADIUS OF 2,148.00 FEET; THENCE THROUGH AN ANGLE OF 15°34'44", AN ARC DISTANCE OF 584.04 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 55°43'59" WEST, 582.25 FEET; THENCE NORTH 47°56'37" WEST A DISTANCE OF 131.94 FEET TO A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2,018.00 FEET; THENCE THROUGH AN ANGLE OF 13°52'28", AN ARC DISTANCE OF 488.67 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 54°52'51" WEST, 487.48 FEET TO A NON–TANGENT LINE; THENCE SOUTH 28°10'55" WEST A DISTANCE OF 20.00 FEET TO A NON–TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,998.00 FEET; THENCE THROUGH AN ANGLE OF 24°45'20", AN ARC DISTANCE OF 863.27 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 87°11'46" WEST, 856.57 FEET TO A NON–TRANGENT LINE; THENCE NORTH 03°25'34" EAST A DISTANCE OF 5.00 FEET TO A NON–TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2,003.00 FEET; THENCE THROUGH AN ANGLE OF 21°53'01", AN ARC DISTANCE OF 765.03 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 82°29'04" WEST, 760.39 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2,162.99 FEET; THENCE THROUGH AN ANGLE OF 13°20'41", AN ARC DISTANCE OF 503.79 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°12'54" WEST, 502.65 FEET TO A NON–TANGENT LINE;



VICINITY MAP

(NOT TO SCALE)

THENCE SOUTH 04°34'58" EAST A DISTANCE OF 25.95 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2188.99 FEET; THENCE THROUGH AN ANGLE OF 01°02'49", AN ARC DISTANCE OF 40.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 85°25'02" WEST, 40.00 FEET TO A NON–TANGENT LINE; THENCE NORTH 04°34'58" WEST A DISTANCE OF 25.95 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2162.99 FEET; THENCE THROUGH AN ANGLE OF 03°38'30", AN ARC DISTANCE OF 137.48 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 87°46'04" WEST, 137.46 FEET TO POINT H; THENCE CONTINUE ALONG CURVE HAVING A RADIUS OF 2162.99 FEET, THROUGH AN ANGLE OF 16°05'16", AN ARC DISTANCE OF 607.34 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 82°22'03" WEST, 605.34 FEET TO A NON–TANGENT LINE; THENCE SOUTH 15°40'35" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 73°21'50" WEST A DISTANCE OF 74.13 FEET; THENCE NORTH 17°35'45" EAST A DISTANCE OF 50.00 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,162.99 FEET; THENCE THROUGH AN ANGLE OF 00°25'04", AN ARC DISTANCE OF 15.77 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 72°11'43" WEST, 15.77 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 733.04 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 62.49 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 15.72 FEET; THENCE NORTH 27°21'22" WEST A DISTANCE OF 66.58 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 828.09 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 26.00 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 26.00 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 315.71 FEET TO A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2207.34 FEET; THENCE THROUGH AN ANGLE OF 22°40'39", AN ARC DISTANCE OF 873.65 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 83°15'35" WEST, 867.96 FEET TO A NON–TANGENT LINE; THENCE SOUTH 00°13'32" WEST A DISTANCE OF 111.07 FEET; THENCE NORTH 89°46'28" WEST A DISTANCE OF 88.00 FEET; THENCE NORTH 00°13'32" EAST A DISTANCE OF 101.97 FEET TO A NON–TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2,220 FEET; THENCE THROUGH AN ANGLE OF 5°45'07", AN ARC DISTANCE OF 222.78 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 80°18'28" WEST, 222.78 FEET TO POINT I; THENCE CONTINUE ALONG CURVE HAVING A RADIUS OF 2220.00 FEET, THROUGH AN ANGLE OF 09°09'50", AN ARC DISTANCE OF 355.06 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 72°50'59" WEST, 354.68 FEET TO A NON–TANGENT LINE; THENCE SOUTH 21°45'05" WEST A DISTANCE OF 34.61 FEET; THENCE SOUTH 24°26'33" EAST A DISTANCE OF 49.52 FEET; THENCE SOUTH 84°36'44" WEST A DISTANCE OF 33.58 FEET; THENCE SOUTH 65°33'27" WEST A DISTANCE OF 128.26 FEET; THENCE NORTH 24°26'33" WEST A DISTANCE OF 43.56 FEET; THENCE NORTH 70°36'15" WEST A DISTANCE OF 27.71 FEET TO A NON–TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2,220 FEET; THENCE THROUGH AN ANGLE OF 03°44'49", AN ARC DISTANCE OF 145.18 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 61°06'10" WEST, 145.16 FEET; THENCE SOUTH 59°13'45" WEST A DISTANCE OF 40.00 FEET TO POINT J; THENCE CONTINUE SOUTH 59°13'45" WEST A DISTANCE OF 1490.24 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2,380.00 FEET; THENCE THROUGH AN ANGLE OF 05°40'46", AN ARC DISTANCE OF 235.92 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 62°04'08" WEST, 235.82 FEET TO A NON–TANGENT LINE BEING THE WEST LINE OF SAID SECTION 36; THENCE NORTH 00°45'53" EAST ALONG THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 35.16 FEET TO A FOUND 5" X 5" CONCRETE MONUMENT BEING THE WEST ¼ CORNER OF SAID SECTION 36; THENCE NORTH 00°23'50" WEST ALONG THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 137.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 42.53 ACRES, MORE OR LESS.

ENGINEER AND SURVEYOR

WGI, INC.
4371 U.S. HWY 17 SOUTH, SUITE 203
FLEMING ISLAND, FL 32003

PREPARED BY:

WGI™

4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CATHEDRAL OAK PARKWAY PHASE 1

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST

CLAY COUNTY, FLORIDA

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 803

A DRAINAGE EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT A (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE NORTH 28°35'59" WEST A DISTANCE OF 27.00 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2198.00 FEET; THENCE THROUGH AN ANGLE OF 02°18'05" AN ARC DISTANCE OF 88.29 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60°22'48" EAST, 88.28 FEET; THENCE NORTH 59°13'45" EAST 740.27 FEET; THENCE SOUTH 30°46'15" EAST A DISTANCE OF 27.00 FEET; THENCE SOUTH 59°13'45" WEST A DISTANCE OF 740.27 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2225.00 FEET; THENCE THROUGH AN ANGLE OF 02°18'00" AN ARC DISTANCE OF 89.31 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 60°22'45" WEST, 89.21 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.51 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 804

A DRAINAGE EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT B (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 89°46'28" EAST A DISTANCE OF 22.40 FEET; THENCE SOUTH 55°55'05" EAST A DISTANCE OF 159.16 FEET; THENCE SOUTH 72°50'57" EAST A DISTANCE OF 21.28 FEET TO A NON–TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2402.00 FEET; THENCE THROUGH AN ANGLE OF 18°00'31" AN ARC DISTANCE OF 754.97 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 80°59'26" EAST, 751.87 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 929.62 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 17.46 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 89.19 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 44.46 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 1018.83 FEET TO A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2375.00 FEET; THENCE THROUGH AN ANGLE OF 22°14'08" AN ARC DISTANCE OF 921.69 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 83°06'14" WEST, 915.92 FEET TO A NON–TANGENT LINE; THENCE NORTH 00°13'32" EAST A DISTANCE OF 129.00 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 1.45 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 805

A DRAINAGE EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT C (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 71°59'11" EAST A DISTANCE OF 89.19 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 17.46 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 710.80 FEET; THENCE NORTH 18°02'06" EAST A DISTANCE OF 30.93 FEET; THENCE SOUTH 71°57'54" A DISTANCE OF 87.13 FEET; THENCE SOUTH 18°02'06" WEST A DISTANCE OF 57.89 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 857.99 FEET; THENCE NORTH 27°21'22" WEST A DISTANCE OF 40.92 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 15.72 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.64 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 806

A DRAINAGE EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT D (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 71°57'54" EAST A DISTANCE OF 86.64 FEET; THENCE SOUTH 18°02'06" WEST A DISTANCE OF 28.17' TO A NON–TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1980.99; THENCE THROUGH AN ANGLE OF 33°29'56" AN ARC DISTANCE OF 1158.22 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 88°17'31" EAST, 1141.80 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2185.00 FEET; THENCE THROUGH AN ANGLE OF 13°50'25" AN ARC DISTANCE OF 527.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°27'46" EAST, 526.52 FEET TO A NON–TANGENT LINE; THENCE SOUTH 06°40'52" WEST A DISTANCE OF 27.54 FEET TO A NON–TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2158.00 FEET; THENCE THROUGH AN ANGLE OF 13°41'49" AN ARC DISTANCE OF 515.89 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°23'28" WEST, 514.66 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2007.99 FEET; THENCE THROUGH AN ANGLE OF 36°00'46" AN ARC DISTANCE OF 1262.11 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 89°32'56" WEST, 1241.43 FEET TO A NON–TANGENT LINE; THENCE NORTH 18°02'06" EAST A DISTANCE OF 57.80 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 1.16 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 807

A DRAINAGE AND POND EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT E (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE NORTH 35° 48' 41" EAST A DISTANCE OF 341.75 FEET; THENCE NORTH 52°08'28" WEST A DISTANCE OF 160.43 FEET; THENCE NORTH 22°08'28" WEST A DISTANCE OF 231.72 FEET; THENCE NORTH 67°51'32" EAST A DISTANCE OF 268.93 FEET; THENCE NORTH 19°47'30 "EAST A DISTANCE OF 22.86 FEET; THENCE SOUTH 70°12'30" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 19°47'30" WEST A DISTANCE OF 33.19 FEET; THENCE SOUTH 22°08'28" EAST A DISTANCE OF 411.30 FEET; THENCE SOUTH 67°51'32" WEST A DISTANCE OF 171.82 FEET; THENCE NORTH 52°08'28" WEST A DISTANCE OF 44.35 FEET; THENCE SOUTH 35°48'41" WEST A DISTANCE OF 339.96 FEET TO A NON–TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2,143.00 FEET; THENCE THROUGH AN ANGLE OF 1°20'13", AN ARC DISTANCE OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 54°11'19" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

DRAINAGE AND POND EASEMENT CONTAINING 3.19 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 808

A DRAINAGE EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT F (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 01°47'05" WEST ALONG THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315 A DISTACE OF 26.04 FEET; THENCE DEPARTING THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315, SOUTH 88°39'34" WEST A DISTANCE OF 395.46 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2174.00 FEET; THENCE THROUGH AN ANGLE OF 24°10'34", AN ARC DISTANCE OF 917.33 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 79°15'09" WEST, 910.54 FEET TO A NON–TANGENT LINE; THENCE SOUTH 22°50'08" WEST A DISTANCE OF 32.10 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2206.10 FEET; THENCE THROUGH AN ANGLE OF 02°18'30", AN ARC DISTANCE OF 88.87 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 66°00'37" WEST, 88.87 FEET TO A NON–TANGENT LINE; THENCE NORTH 26°00'29" EAST A DISTANCE OF 58.10 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2148.00 FEET; THENCE THROUGH AN ANGLE OF 26°29'04", AN ARC DISTANCE OF 992.89 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°05'54" EAST, 984.08 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 396.88 FEET TO THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315 AND THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.90 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 809

A DRAINAGE EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT G (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 2206.01 THROUGH AN ANGLE OF 02°18'58", AN ARC DISTANCE OF 89.17 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62°21'52" WEST, 89.16 FEET TO A NON–TANGENT LINE; THENCE NORTH 28°47'37" EAST A DISTANCE OF 32.01 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2174.00 FEET; THENCE THROUGH AN ANGLE OF 10°16'51", AN ARC DISTANCE OF 390.09 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 56°03'58" WEST, 389.56 FEET TO A NON–TANGENT LINE; THENCE NORTH 38°55'49" EAST A DISTANCE OF 25.89 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2148.00 FEET; THENCE THROUGH AN ANGLE OF 12°35'10", AN ARC DISTANCE OF 471.85 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 57°13'46" EAST, 470.90 FEET TO A NON–TANGENT LINE; THENCE SOUTH 26°00'29" WEST A DISTANCE OF 58.01 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.35 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 810

A DRAINAGE AND POND EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT H (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 00°00'00" A DISTANCE OF 185.63 FEET; THENCE SOUTH 10°08'52" WEST A DISTANCE OF 150.70 FEET; THENCE NORTH 77°33'15" WEST A DISTANCE OF 96.81 FEET; THENCE SOUTH 12°26'45" WEST A DISTANCE OF 72.35 FEET; THENCE NORTH 77°33'15" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 12°26'45" EAST A DISTANCE OF 72.35 FEET; THENCE NORTH 77°33'15" WEST A DISTANCE OF 44.28 FEET; THENCE NORTH 32°09'04" WEST A DISTANCE OF 205.07 FEET; THENCE NORTH 00°00'00" A DISTANCE OF 140.97 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2162.99 FEET; THENCE THROUGH AN ANGLE OF 08°33'52", AN ARC DISTANCE OF 323.32 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 86°07'45" EAST, 323.02 FEET TO THE POINT OF BEGINNING.

DRAINAGE AND POND EASEMENT CONTAINING 2.15 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 811

A DRAINAGE AND POND EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT I (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 27°36'38" EAST A DISTANCE OF 341.21 FEET; THENCE SOUTH 78°18'33" WEST A DISTANCE 410.78 FEET; THENCE NORTH 24°26'33" WEST A DISTANCE OF 223.29 FEET; THENCE NORTH 84°36'44" EAST A DISTANCE OF 5.29 FEET; THENCE NORTH 24°26'33" WEST A DISTANCE OF 49.52; THENCE NORTH 21°45'05" EAST A DISTANCE OF 34.61 FEET TO A NON–TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2220.00; THENCE THROUGH AN ANGLE OF 09°09'50", AN ARC DISTANCE OF 355.06 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 72°50'59" EAST, 354.68 FEET TO THE POINT OF BEGINNING.

DRAINAGE AND POND EASEMENT CONTAINING 2.88 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 812

A DRAINAGE EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT J (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 30°46'15" EAST A DISTANCE OF 27.00 FEET; THENCE SOUTH 59°13'45" WEST A DISTANCE OF 1490.24 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00; THENCE THROUGH AN ANGLE OF 05°59'26", AN ARC DISTANCE OF 251.67 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 62°13'28" WEST, 251.55 FEET TO A NON–TANGENT LINE AND THE WEST LINE OF SAID SECTION 36; THENCE NORTH 00°45'53" EAST ALONG THE WEST LINE OF SAID SECTION 36 A DISTANCE OF 29.96 FEET TO A NON–TANGENT CURVE CONCAVE OF THE NORTHWEST, HAVING A RADIUS OF 2380.00 FEET; THENCE DEPARTING THE WEST LINE OF SAID SECTION 36 THROUGH AN ANGLE OF 05°40'46", AN ARC DISTANCE OF 235.92 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62°04'08" EAST, 235.82 FEET; THENCE NORTH 59°13'45" EAST A DISTANCE OF 1490.24 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 1.07 ACRES, MORE OR LESS.

PREPARED BY:

WGI™

4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003

Phone No. 866.909.2220 www.wginc.com

Cert No. 6091 - LB No. 7055

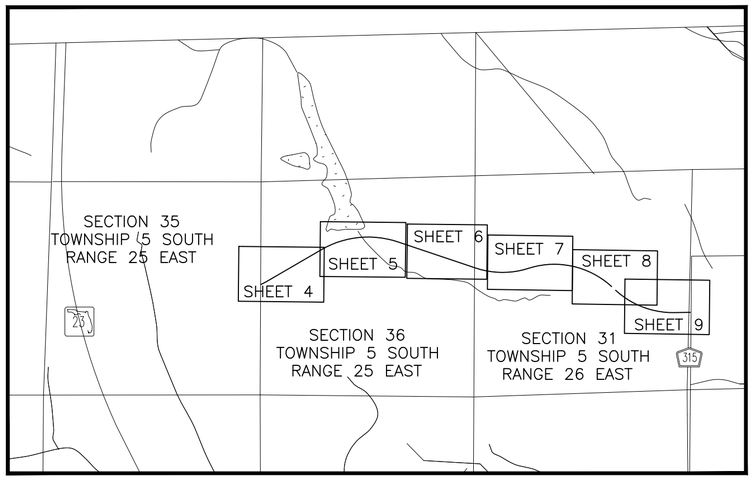
CATHEDRAL OAK PARKWAY PHASE 1

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST

CLAY COUNTY, FLORIDA

PLAT BOOK PAGE

SHEET 3 OF 9



KEY MAP

(NOT TO SCALE)

COUNTY COMMISSIONER'S APPROVAL

EXAMINED AND APPROVED THIS _____ DAY OF _____ 2022, BY THE BOARD OF COUNTY COMMISSIONERS, CLAY COUNTY, FLORIDA.

_____
TARA S GREEN,
CLAY COUNTY CLERK AND COMPTROLLER,
EX OFFICIO CLERK TO THE BOARD

_____
CHAIRMAN OF THE BOARD

COUNTY ENGINEER APPROVAL

APPROVED THIS _____ DAY OF _____, 2022

_____
COUNTY ENGINEER

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND IT COMPLIES IN FORM WITH PART II OF CHAPTER 177, FLORIDA STATUTES, AND IS FILED FOR RECORD IN PLAT BOOK _____, PAGES _____ THROUGH _____, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA THIS _____ DAY OF _____, 2022.

_____
CLERK OF THE CIRCUIT COURT

DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICE APPROVAL

APPROVED THIS _____ DAY OF _____, 2022

_____
DIRECTOR

SURVEYOR AND MAPPER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.'S") AND MONUMENTS ACCORDING TO SECTION 177.091(9), FLORIDA STATUTES, HAVE BEEN PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF CLAY COUNTY, FLORIDA.

THIS _____ DAY OF _____, 2022

_____
RYAN KETT,
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 7113

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT PETERS CREEK INVESTMENTS, LLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP UNDER THE LAWS OF THE STATE OF FLORIDA, HEREINAFTER "DEDICATOR", IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS.

ALL OF CATHEDRAL OAK PARKWAY PHASE 1, A PUBLIC RIGHT OF WAY IS HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CLAY COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS.

PERPETUAL EASEMENTS AS SHOWN ON THE PLAT, ARE HEREBY IRREVOCABLY DEDICATED TO CLAY COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS, AND ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND.

THE EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTING, DRAINING, RETAINING, DETAINING AND CONVEYING STORMWATER IN, OVER, UNDER, UPON AND THROUGH THE EASEMENT PROPERTY, TOGETHER WITH THE RIGHT TO ACCESS, OBSERVE, INSPECT, OPERATE, MAINTAIN, CONSTRUCT, IMPROVE AND REPAIR IMPROVEMENTS, I.E., DRAINAGE DITCHES, PIPES AND ASSOCIATED DRAINAGE PONDS AND STRUCTURES, MODIFYING THE ELEVATION WITH THE RIGHT TO CONSTRUCT, GRADE, EXCAVATE AND/OR ADD FILL MATERIAL (COLLECTIVELY, THE DRAINAGE IMPROVEMENTS"), IN, OVER, UNDER, UPON AND THROUGH THE EASEMENT PROPERTY. CLAY COUNTY SHALL HAVE EXCLUSIVE USE AND CONTROL OF THE EASEMENT PROPERTY AND SHALL, AT ITS SOLE COST AND EXPENSE, CONSTRUCT, MAINTAIN, REPAIR AND OPERATE DRAINAGE IMPROVEMENTS WITHIN THE EASEMENT PROPERTY IN ACCORDANCE WITH APPLICABLE LAWS, CODES, RULES, REGULATIONS, AND PERMITS.

THE EASEMENTS SHALL PERMIT CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS, TO DISCHARGE INTO SAID PONDS AND FILTRATION SYSTEMS WHICH THESE EASEMENTS TRAVERSE, ALL WATER WHICH MAY FALL OR COME UPON THE PUBLIC RIGHT OF WAY HEREBY DEDICATED, TOGETHER WITH ALL SOIL, NUTRIENTS, CHEMICALS AND ALL OTHER SUBSTANCE WHICH MAY FLOW OR PASS FROM SAID RIGHT OF WAY, FROM ADJACENT LAND OR FROM ANY OTHER SOURCE OF PUBLIC WATERS INTO OR THROUGH SAID PONDS AND FILTRATION SYSTEMS, WITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS FOR ANY DAMAGE, INJURIES OR LOSSES TO PERSONS OR PROPERTY RESULTING FROM THE ACCEPTANCE OR USE OF THESE EASEMENTS BY CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS.

DEDICATOR SHALL HAVE THE RIGHT TO ELECT TO CONNECT TO, ALTER OR EXPAND THE SIZE AND CAPACITY OF ANY DRAINAGE IMPROVEMENTS WITHIN THE BOUNDS OF THE EASEMENT PROPERTY. IF DEDICATOR MAKES SUCH ELECTION, ALL SUCH JOINT USE STORMWATER PONDS, DRAINAGE EASEMENTS AND RELATED IMPROVEMENTS ("JOINT USE PONDS") SHALL BE DESIGNED AND CONSTRUCTED AT DEDICATOR'S SOLE EFFORT, COST AND EXPENSE, SHALL MEET THE OPERATIONAL AND MAINTENANCE NEEDS OF THE COUNTY, SHALL NOT INFRINGE UPON OR INTERFERE WITH THE COUNTY'S PERMITTED CAPACITY FOR FUTURE USE, AND SHALL BE PROCESSED WITH THE COUNTY IN ACCORDANCE WITH APPLICABLE LAWS, CODES, RULES, REGULATIONS AND PERMITS. ALL SUCH JOINT USE PONDS SHALL THEREAFTER BE OPERATED, MAINTAINED, IMPROVED AND REPAIRED AT DEDICATOR'S SOLE EFFORT, COST AND EXPENSE IN A GOOD AND WORKMANLIKE MANNER, WITH REASONABLE CARE, IN ACCORDANCE WITH APPLICABLE LAW. DEDICATOR'S OBLIGATIONS CONCERNING JOINT USE PONDS SPECIFICALLY DO NOT PREEMPT THE COUNTY'S RIGHTS WITH REGARD TO ANY SUCH PONDS. THE EASEMENTS, AS SHOWN ON THE PLAT, MAY BE RELEASED BY MUTUAL CONSENT OF THE DEDICATOR AND CLAY COUNTY WITHOUT A REQUIREMENT TO REPLAT PROVIDED SUCH RELEASE IS RECORDED IN THE PUBLIC RECORDS OF CLAY COUNTY.

CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE NOR RESPONSIBLE FOR THE CREATION, OPERATION, FAILURE OR DESTRUCTION OF WATER LEVEL CONTROL EQUIPMENT WHICH MAY BE CONSTRUCTED OR INSTALLED BY THE DEDICATOR OR ANY OTHER PERSON WITHIN THE AREA OF THE LANDS HEREBY PLATTED, OR OF THE EASEMENTS SHOWN ON THIS PLAT, BUT SHALL HAVE THE RIGHT TO MODIFY THE EXISTENCE OF DRAINAGE IMPROVEMENTS AND ANY JOINT USE PONDS AND THAT WHICH RETAINS IT TO EFFECT ADEQUATE DRAINAGE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO REMOVE ANY WATER LEVEL CONTROL STRUCTURES OR ANY PART THEREOF. THE DEDICATOR, AS OWNER OF THE LANDS DESCRIBED AND CAPTIONED HEREON, SHALL INDEMNIFY CLAY COUNTY AND SAVE IT HARMLESS FROM SUITS, ACTION, DAMAGES AND LIABILITY AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE DRAINAGE IMPROVEMENTS OR ANY JOINT USE PONDS DESCRIBED ABOVE, OR ANY PART THEREOF, OCCASIONED WHOLLY OR IN PART BY ANY ACT OF OMISSION OF THE DEDICATOR, ITS AGENTS, CONTRACTORS, EMPLOYEES, SERVANTS, LICENSEES OR CONCESSIONAIRES. THIS INDEMNIFICATION SHALL RUN WITH THE LAND AND THE ASSIGNS OF THE DEDICATOR AND SHALL BE SUBJECT TO IT.

PETERS CREEK INVESTMENTS, L.L.P., A FLORIDA LIMITED LIABILITY PARTNERSHIP
BY: DEVELOPERS THREE INC., A FLORIDA CORPORATION

_____
WITNESS

_____
WITNESS

BY: _____
GERALD R. AGRESTI, PRESIDENT

_____
PRINT NAME

_____
PRINT NAME

STATE OF FLORIDA, CLAY COUNTY

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS ___ DAY OF _____, 2022, BY GERALD R. AGRESTI AS AN AUTHORIZED SIGNER OF PETERS CREEK INVESTMENTS, LLP, WHO IS [] PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES:

_____
SIGNATURE

_____
(PRINTED NAME) – NOTARY PUBLIC (SEAL)

SURVEYOR AND MAPPER'S CERTIFICATE

THE UNDERSIGNED SURVEYOR CERTIFIES THAT HAS REVIEWED THIS PLAT ON BEHALF OF CLAY COUNTY, FLORIDA IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 177.081 (1), FLORIDA STATUTES (1998), AND HAS DETERMINED THAT SAID PLAT CONFORMS WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, THE UNDERSIGNED DID NOT PREPARED THIS PLAT. THIS CERTIFICATE IS MADE AS OF THE _____ DAY OF _____, 2022.

SIGNED:_____

PRINT NAME: ROBERT BRANDT WILSON PLS

FLORIDA REGISTRATION NO.: 4690

PRINT ADDRESS: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1366
GREEN COVE SPRINGS, FL 32043

PREPARED BY:

WGI™

4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

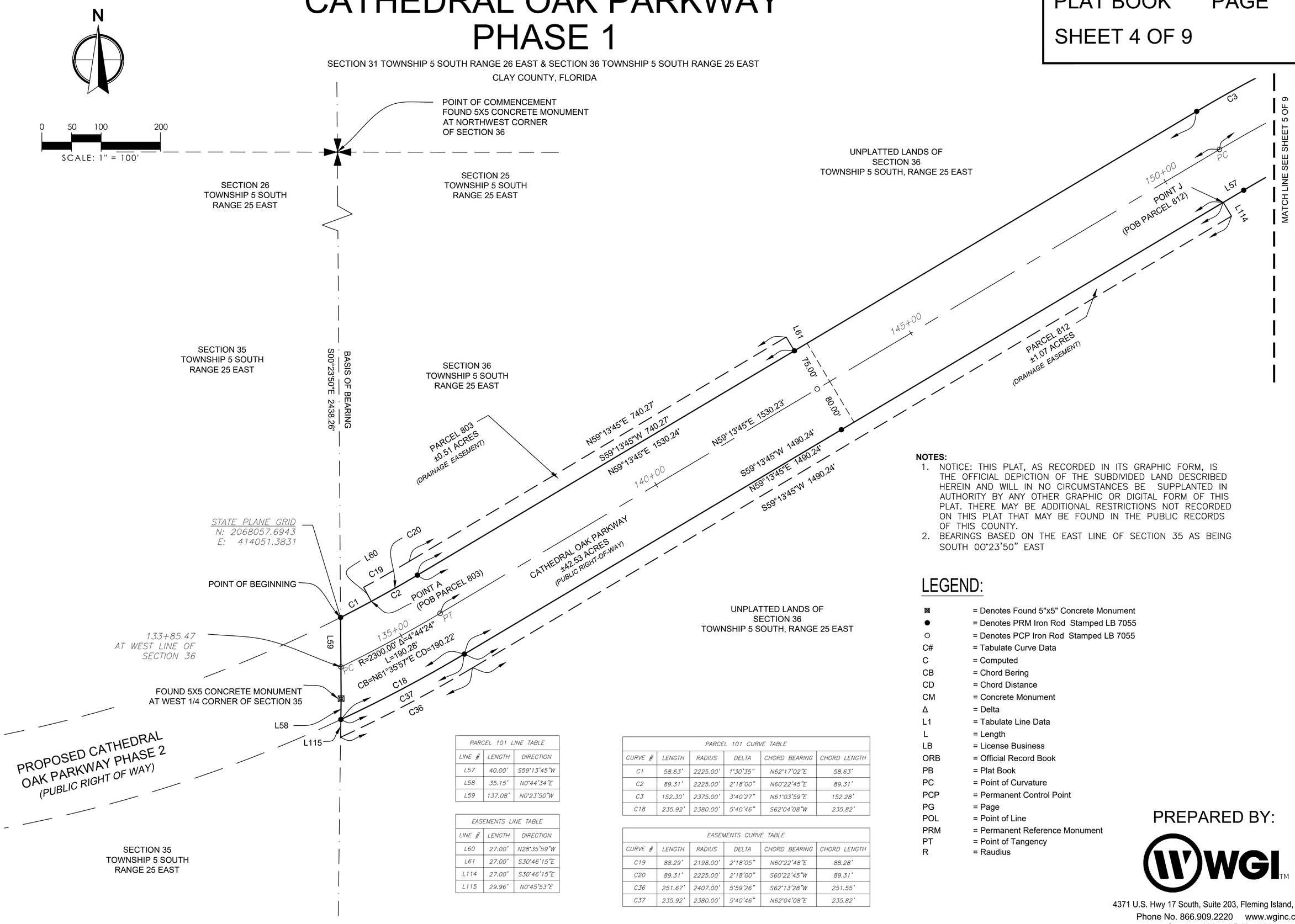
CATHEDRAL OAK PARKWAY
PHASE 1

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST

CLAY COUNTY, FLORIDA

PLAT BOOK PAGE

SHEET 4 OF 9



NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING SOUTH 00°23'50" EAST

LEGEND:

⊠	= Denotes Found 5"x5" Concrete Monument
●	= Denotes PRM Iron Rod Stamped LB 7055
○	= Denotes PCP Iron Rod Stamped LB 7055
C#	= Tabulate Curve Data
C	= Computed
CB	= Chord Bering
CD	= Chord Distance
CM	= Concrete Monument
Δ	= Delta
L1	= Tabulate Line Data
L	= Length
LB	= License Business
ORB	= Official Record Book
PB	= Plat Book
PC	= Point of Curvature
PCP	= Permanent Control Point
PG	= Page
POL	= Point of Line
PRM	= Permanent Reference Monument
PT	= Point of Tangency
R	= Raudius

PARCEL 101 LINE TABLE

LINE #	LENGTH	DIRECTION
L57	40.00'	S59°13'45"W
L58	35.15'	N0°44'34"E
L59	137.08'	N0°23'50"W

EASEMENTS LINE TABLE

LINE #	LENGTH	DIRECTION
L60	27.00'	N28°35'59"W
L61	27.00'	S30°46'15"E
L114	27.00'	S30°46'15"E
L115	29.96'	N0°45'53"E

PARCEL 101 CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	58.63'	2225.00'	1°30'35"	N62°17'02"E	58.63'
C2	89.31'	2225.00'	2°18'00"	N60°22'45"E	89.31'
C3	152.30'	2375.00'	3°40'27"	N61°03'59"E	152.28'
C18	235.92'	2380.00'	5°40'46"	S62°04'08"W	235.82'

EASEMENTS CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C19	88.29'	2198.00'	2°18'05"	N60°22'48"E	88.28'
C20	89.31'	2225.00'	2°18'00"	S60°22'45"W	89.31'
C36	251.67'	2407.00'	5°59'26"	S62°13'28"W	251.55'
C37	235.92'	2380.00'	5°40'46"	N62°04'08"E	235.82'

PREPARED BY:

WGI™

4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003

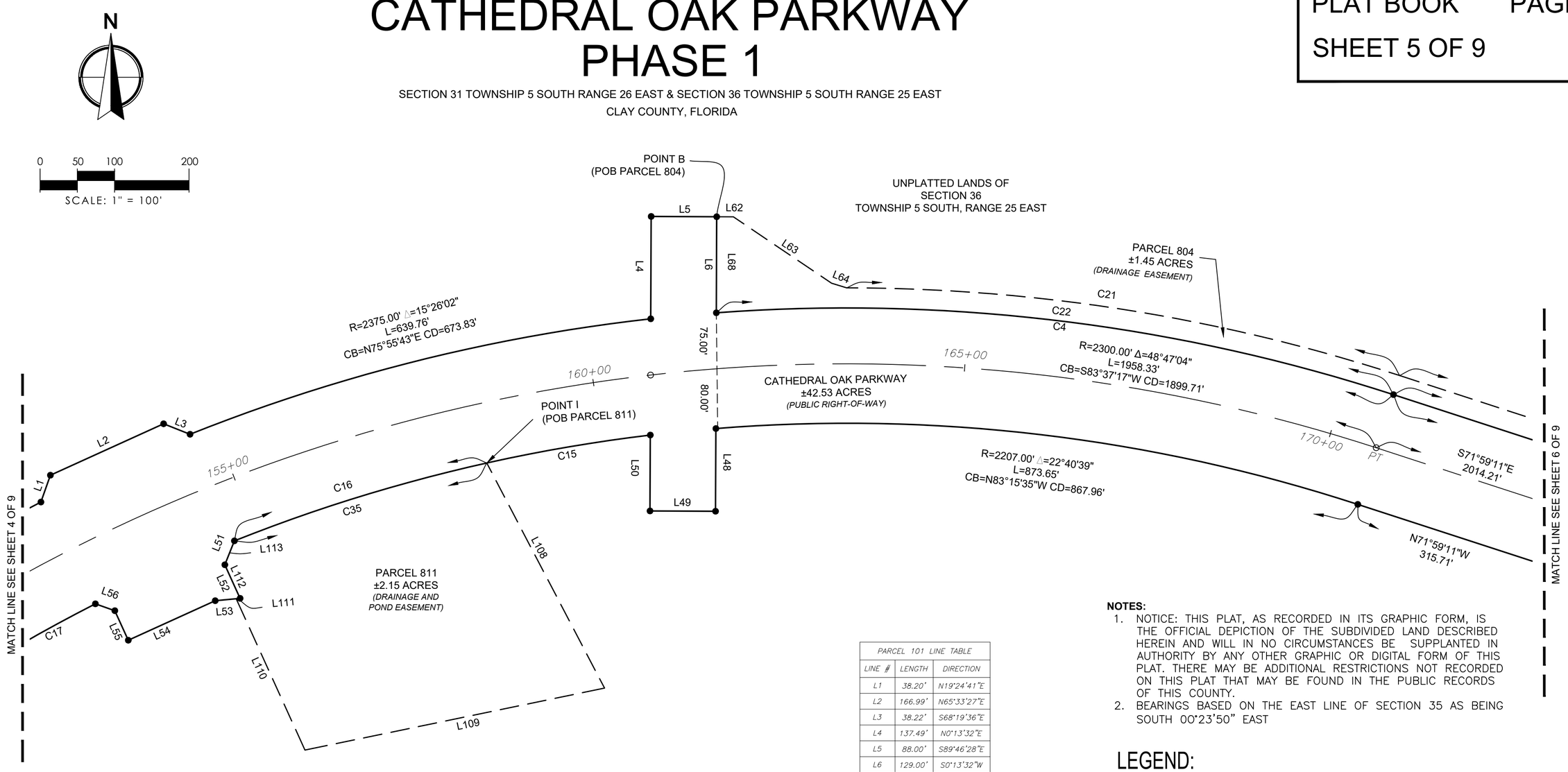
Phone No. 866.909.2220 www.wginc.com

Cert No. 6091 - LB No. 7055

CATHEDRAL OAK PARKWAY
PHASE 1

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST
CLAY COUNTY, FLORIDA

PLAT BOOK PAGE
SHEET 5 OF 9



UNPLATTED LANDS OF
SECTION 36
TOWNSHIP 5 SOUTH, RANGE 25 EAST

PARCEL 101 CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C4	921.69'	2375.00'	22°14'08"	S83°06'14"E	915.92'
C15	222.87'	2220.00'	5°45'07"	S80°18'28"W	222.78'
C16	355.06'	2220.00'	9°09'50"	S72°50'59"W	354.68'
C17	145.18'	2220.00'	3°44'49"	S61°06'10"W	145.16'

EASEMENTS CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C21	754.97'	2402.00'	18°00'31"	S80°59'25"E	751.87'
C22	921.69'	2375.00'	22°14'08"	N83°06'14"W	915.92'

PARCEL 101 LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	38.20'	N19°24'41"E
L2	166.99'	N65°33'27"E
L3	38.22'	S68°19'36"E
L4	137.49'	N0°13'32"E
L5	88.00'	S89°46'28"E
L6	129.00'	S0°13'32"W
L48	111.07'	S0°13'32"W
L49	88.00'	N89°46'28"W
L50	101.97'	N0°13'32"E
L51	34.61'	S21°45'05"W
L52	49.52'	S24°26'33"E
L53	33.58'	S84°36'44"W
L54	128.26'	S65°33'27"W
L55	43.56'	N24°26'33"W
L56	27.71'	N70°36'15"W

EASEMENTS LINE TABLE		
LINE #	LENGTH	DIRECTION
L62	22.40'	S89°46'28"E
L63	159.16'	S55°55'05"E
L64	21.28'	S72°50'57"E
L68	129.00'	N0°13'32"E
L108	341.21'	S27°36'38"E
L109	410.78'	S78°18'33"W
L110	223.29'	N24°26'33"W
L111	5.29'	S84°36'44"W
L112	49.52'	N24°26'33"W
L113	34.61'	N21°45'05"E

NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING SOUTH 00°23'50" EAST

LEGEND:

⊠	= Denotes Found 5"x5" Concrete Monument
●	= Denotes PRM Iron Rod Stamped LB 7055
○	= Denotes PCP Iron Rod Stamped LB 7055
C#	= Tabulate Curve Data
C	= Computed
CB	= Chord Bering
CD	= Chord Distance
CM	= Concrete Monument
Δ	= Delta
L1	= Tabulate Line Data
L	= Length
LB	= License Business
ORB	= Official Record Book
PB	= Plat Book
PC	= Point of Curvature
PCP	= Permanent Control Point
PG	= Page
POL	= Point of Line
PRM	= Permanent Reference Monument
PT	= Point of Tangency
R	= Raudius

PREPARED BY:

WGI™
4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

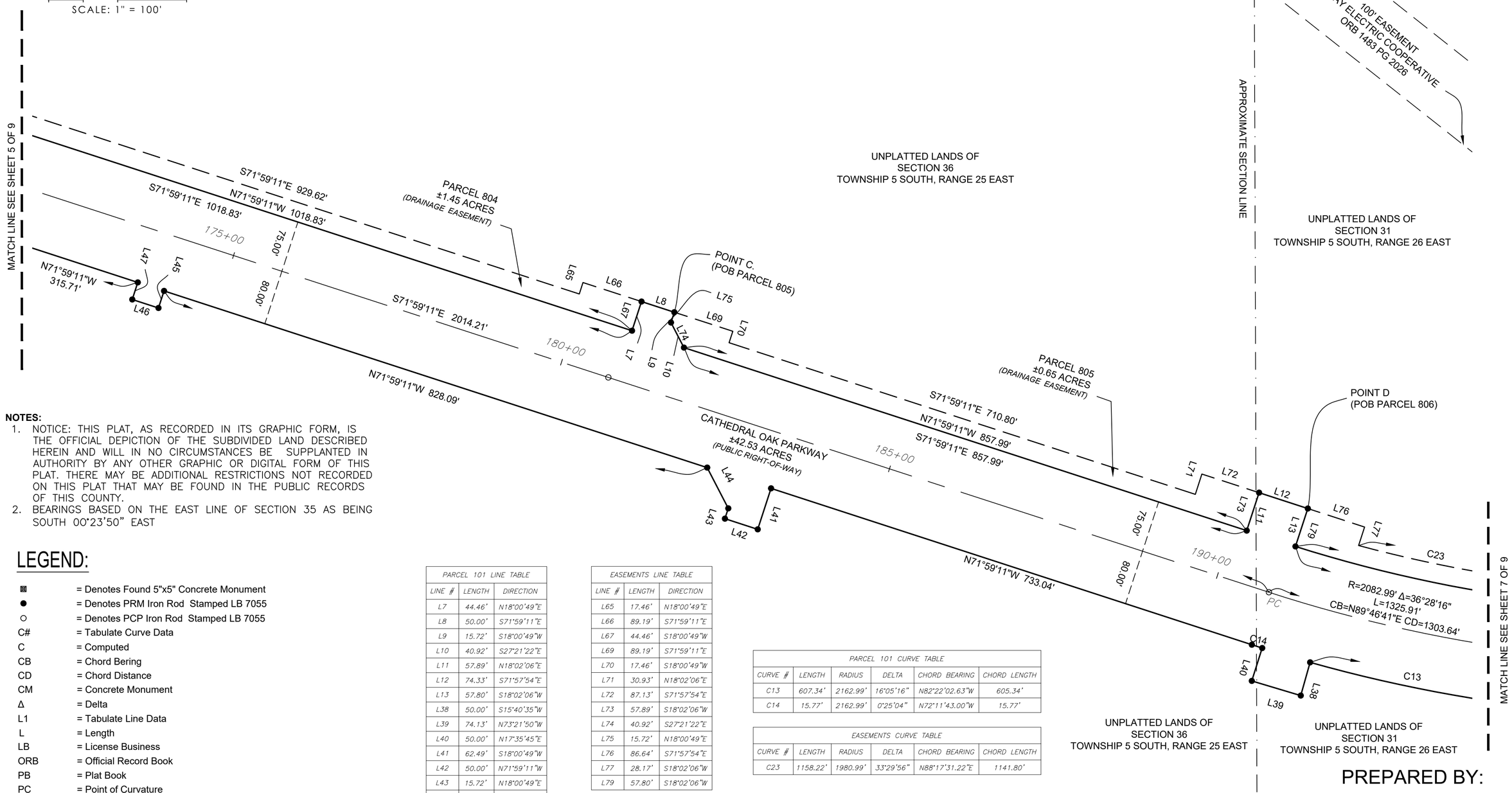
CATHEDRAL OAK PARKWAY
PHASE 1

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST
CLAY COUNTY, FLORIDA

PLAT BOOK PAGE
SHEET 6 OF 9

N

0 50 100 200
SCALE: 1" = 100'



NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING SOUTH 00°23'50" EAST

LEGEND:

▩	= Denotes Found 5"x5" Concrete Monument
●	= Denotes PRM Iron Rod Stamped LB 7055
○	= Denotes PCP Iron Rod Stamped LB 7055
C#	= Tabulate Curve Data
C	= Computed
CB	= Chord Bering
CD	= Chord Distance
CM	= Concrete Monument
Δ	= Delta
L1	= Tabulate Line Data
L	= Length
LB	= License Business
ORB	= Official Record Book
PB	= Plat Book
PC	= Point of Curvature
PCP	= Permanent Control Point
PG	= Page
POL	= Point of Line
PRM	= Permanent Reference Monument
PT	= Point of Tangency
R	= Raudius

PARCEL 101 LINE TABLE

LINE #	LENGTH	DIRECTION
L7	44.46'	N18°00'49"E
L8	50.00'	S71°59'11"E
L9	15.72'	S18°00'49"W
L10	40.92'	S27°21'22"E
L11	57.89'	N18°02'06"E
L12	74.33'	S71°57'54"E
L13	57.80'	S18°02'06"W
L38	50.00'	S15°40'35"W
L39	74.13'	N73°21'50"W
L40	50.00'	N17°35'45"E
L41	62.49'	S18°00'49"W
L42	50.00'	N71°59'11"W
L43	15.72'	N18°00'49"E
L44	66.58'	N27°21'22"W
L45	26.00'	S18°00'49"W
L46	40.00'	N71°59'11"W
L47	26.00'	N18°00'49"E

EASEMENTS LINE TABLE

LINE #	LENGTH	DIRECTION
L65	17.46'	N18°00'49"E
L66	89.19'	S71°59'11"E
L67	44.46'	S18°00'49"W
L69	89.19'	S71°59'11"E
L70	17.46'	S18°00'49"W
L71	30.93'	N18°02'06"E
L72	87.13'	S71°57'54"E
L73	57.89'	S18°02'06"W
L74	40.92'	S27°21'22"E
L75	15.72'	N18°00'49"E
L76	86.64'	S71°57'54"E
L77	28.17'	S18°02'06"W
L79	57.80'	S18°02'06"W

PARCEL 101 CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C13	607.34'	2162.99'	16°05'16"	N82°22'02.63"W	605.34'
C14	15.77'	2162.99'	0°25'04"	N72°11'43.00"W	15.77'

EASEMENTS CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C23	1158.22'	1980.99'	33°29'56"	N88°17'31.22"E	1141.80'

PREPARED BY:

WGI™
4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CATHEDRAL OAK PARKWAY
PHASE 1

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST

CLAY COUNTY, FLORIDA

PLAT BOOK PAGE

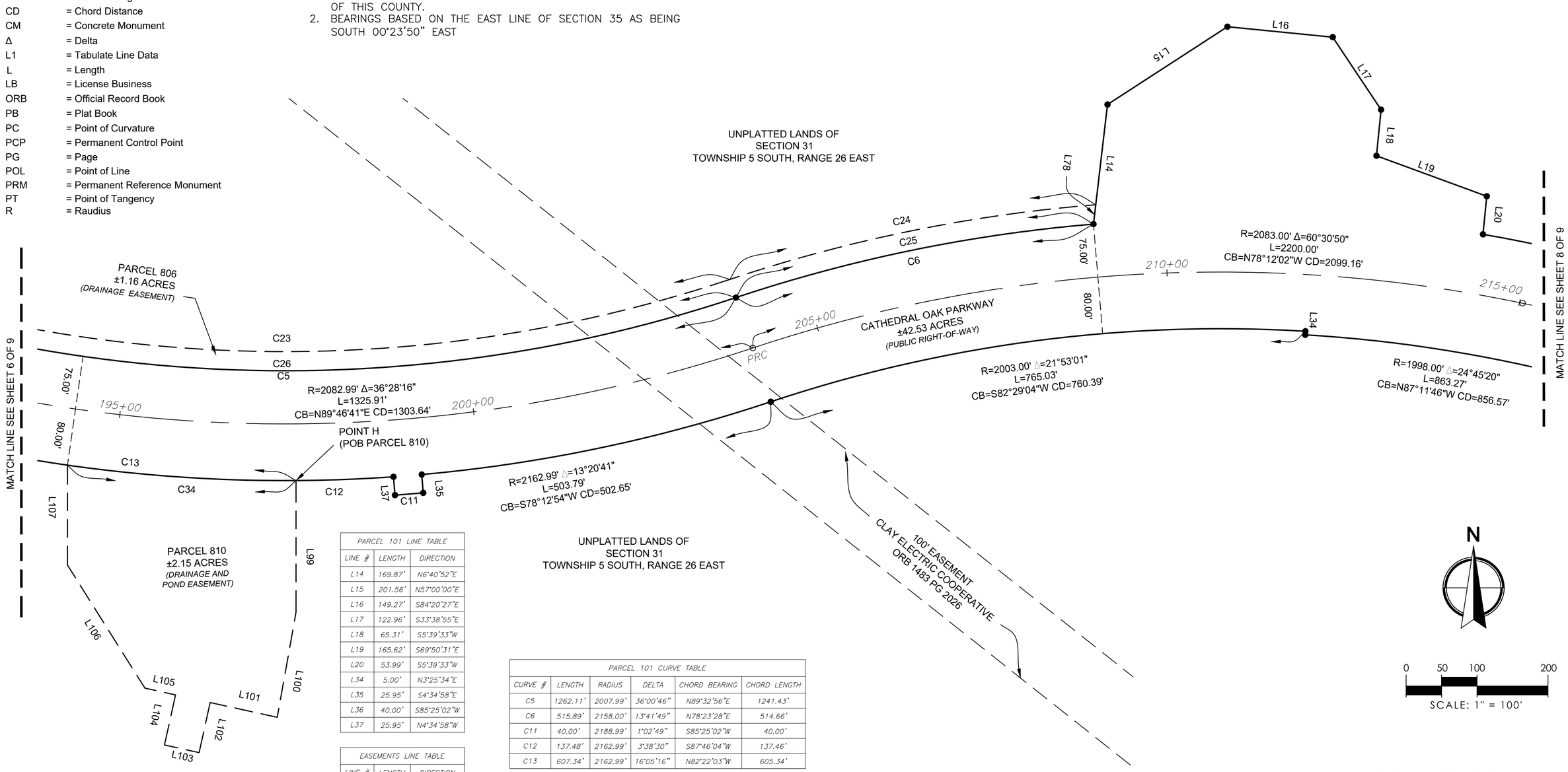
SHEET 7 OF 9

LEGEND:

⊠	= Denotes Found 5"x5" Concrete Monument
●	= Denotes PRM Iron Rod Stamped LB 7055
○	= Denotes PCP Iron Rod Stamped LB 7055
C#	= Tabulate Curve Data
C	= Computed
CB	= Chord Bering
CD	= Chord Distance
CM	= Concrete Monument
Δ	= Delta
L1	= Tabulate Line Data
L	= Length
LB	= License Business
ORB	= Official Record Book
PB	= Plat Book
PC	= Point of Curvature
PCP	= Permanent Control Point
PG	= Page
POL	= Point of Line
PRM	= Permanent Reference Monument
PT	= Point of Tangency
R	= Raudius

NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING SOUTH 00°23'50" EAST



PARCEL 101 LINE TABLE		
LINE #	LENGTH	DIRECTION
L14	169.87'	N6°40'52"E
L15	201.56'	N57°00'00"E
L16	149.27'	S84°20'27"E
L17	122.96'	S33°38'55"E
L18	65.31'	S5°39'33"W
L19	165.62'	S69°50'31"E
L20	53.99'	S5°39'33"W
L34	5.00'	N3°25'34"E
L35	25.95'	S4°34'58"E
L36	40.00'	S85°25'02"W
L37	25.95'	N4°34'58"W

EASEMENTS LINE TABLE		
LINE #	LENGTH	DIRECTION
L99	185.63'	S0°00'00"E
L100	150.70'	S10°08'52"W
L101	96.81'	N77°33'15"W
L102	72.35'	S12°26'45"W
L103	50.00'	N77°33'15"W
L104	72.35'	N12°26'45"E
L105	44.28'	N77°33'15"W
L106	205.07'	N32°09'04"W
L107	140.97'	N0°00'00"E

PARCEL 101 CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C5	1262.11'	2007.99'	36°00'46"	N89°32'56"E	1241.43'
C6	515.89'	2158.00'	13°41'49"	N78°23'28"E	514.66'
C11	40.00'	2188.99'	1°02'49"	S85°25'02"W	40.00'
C12	137.48'	2162.99'	3°38'30"	S87°46'04"W	137.46'
C13	607.34'	2162.99'	16°05'16"	N82°22'03"W	605.34'

EASEMENTS CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C23	1158.22'	1980.99'	33°29'56"	N88°17'31"E	1141.80'
C24	527.81'	2185.00'	13°50'25"	N78°27'46"E	526.52'
C25	515.89'	2158.00'	13°41'49"	S78°23'28"W	514.66'
C26	1262.11'	2007.99'	36°00'46"	S89°32'56"W	1241.43'
C34	323.32'	2162.99'	8°33'52"	S86°07'44"E	323.02'

N

0 50 100 200

SCALE: 1" = 100'

PREPARED BY:

WGI™

4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003

Phone No. 866.909.2220 www.wginc.com

Cert No. 6091 - LB No. 7055

CATHEDRAL OAK PARKWAY
PHASE 1

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST
CLAY COUNTY, FLORIDA

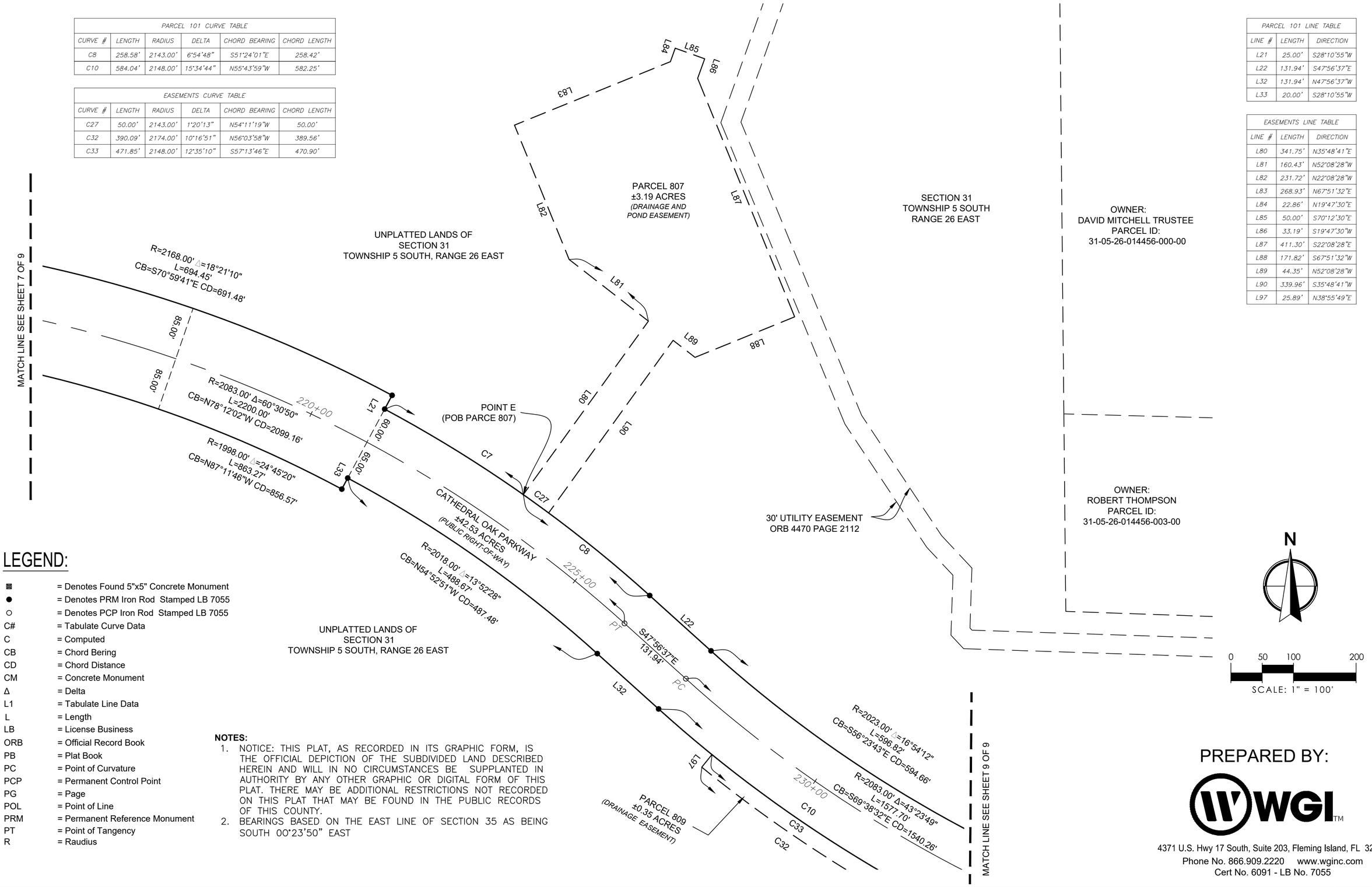
PLAT BOOK PAGE
SHEET 8 OF 9

PARCEL 101 CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C8	258.58'	2143.00'	6°54'48"	S51°24'01"E	258.42'
C10	584.04'	2148.00'	15°34'44"	N55°43'59"W	582.25'

EASEMENTS CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C27	50.00'	2143.00'	1°20'13"	N54°11'19"W	50.00'
C32	390.09'	2174.00'	10°16'51"	N56°03'58"W	389.56'
C33	471.85'	2148.00'	12°35'10"	S57°13'46"E	470.90'

PARCEL 101 LINE TABLE		
LINE #	LENGTH	DIRECTION
L21	25.00'	S28°10'55"W
L22	131.94'	S47°56'37"E
L32	131.94'	N47°56'37"W
L33	20.00'	S28°10'55"W

EASEMENTS LINE TABLE		
LINE #	LENGTH	DIRECTION
L80	341.75'	N35°48'41"E
L81	160.43'	N52°08'28"W
L82	231.72'	N22°08'28"W
L83	268.93'	N67°51'32"E
L84	22.86'	N19°47'30"E
L85	50.00'	S70°12'30"E
L86	33.19'	S19°47'30"W
L87	411.30'	S22°08'28"E
L88	171.82'	S67°51'32"W
L89	44.35'	N52°08'28"W
L90	339.96'	S35°48'41"W
L97	25.89'	N38°55'49"E



LEGEND:

▩	= Denotes Found 5"x5" Concrete Monument
●	= Denotes PRM Iron Rod Stamped LB 7055
○	= Denotes PCP Iron Rod Stamped LB 7055
C#	= Tabulate Curve Data
C	= Computed
CB	= Chord Bering
CD	= Chord Distance
CM	= Concrete Monument
Δ	= Delta
L1	= Tabulate Line Data
L	= Length
LB	= License Business
ORB	= Official Record Book
PB	= Plat Book
PC	= Point of Curvature
PCP	= Permanent Control Point
PG	= Page
POL	= Point of Line
PRM	= Permanent Reference Monument
PT	= Point of Tangency
R	= Raudius

NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING SOUTH 00°23'50" EAST

PREPARED BY:

WGI™
4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

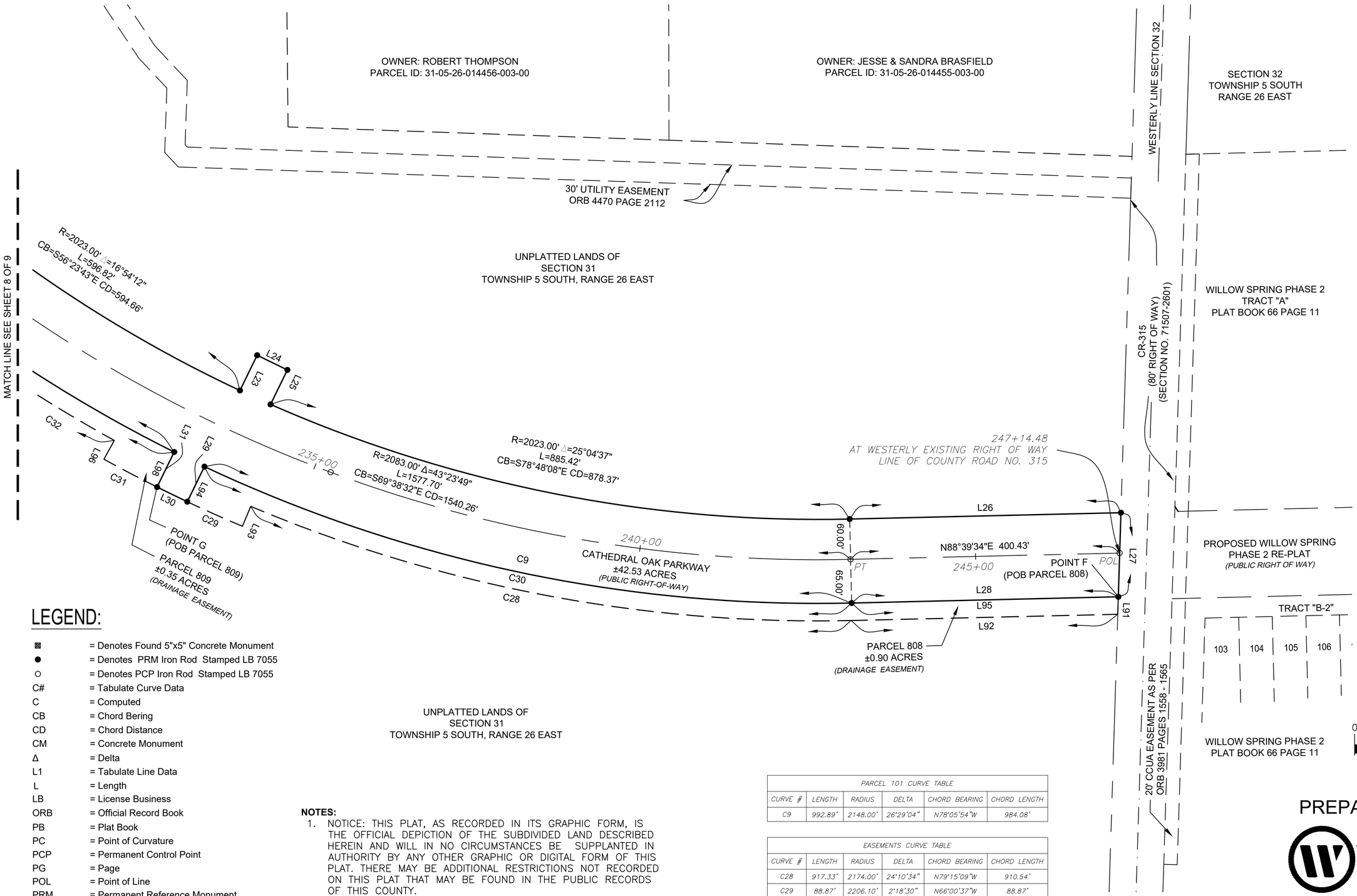
CATHEDRAL OAK PARKWAY
PHASE 1

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST

CLAY COUNTY, FLORIDA

PLAT BOOK PAGE

SHEET 9 OF 9



PARCEL 101 LINE TABLE		
LINE #	LENGTH	DIRECTION
L23	58.40'	N26°03'34"E
L24	50.00'	S64°01'56"E
L25	57.07'	S26°03'34"W
L26	403.70'	N88°39'34"E
L27	125.19'	S1°47'05"W
L28	396.88'	S88°39'34"W
L29	58.10'	S26°00'29"W
L30	50.00'	N64°05'01"W
L31	58.01'	N26°00'29"E

EASEMENTS LINE TABLE		
LINE #	LENGTH	DIRECTION
L91	26.04'	S1°47'05"W
L92	395.46'	S88°39'34"W
L93	32.10'	S22°50'08"W
L94	58.10'	N26°00'29"E
L95	396.88'	N88°39'34"E
L96	32.01'	N28°47'37"E
L98	58.01'	S26°00'29"W

LEGEND:

▩	= Denotes Found 5"x5" Concrete Monument
●	= Denotes PRM Iron Rod Stamped LB 7055
○	= Denotes PCP Iron Rod Stamped LB 7055
C#	= Tabulate Curve Data
C	= Computed
CB	= Chord Bering
CD	= Chord Distance
CM	= Concrete Monument
Δ	= Delta
L1	= Tabulate Line Data
L	= Length
LB	= License Business
ORB	= Official Record Book
PB	= Plat Book
PC	= Point of Curvature
PCP	= Permanent Control Point
PG	= Page
POL	= Point of Line
PRM	= Permanent Reference Monument
PT	= Point of Tangency
R	= Raudius

NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING SOUTH 00°23'50" EAST

PARCEL 101 CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C9	992.89'	2148.00'	26°29'04"	N78°05'54"W	984.08'

EASEMENTS CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C28	917.33'	2174.00'	24°10'34"	N79°15'09"W	910.54'
C29	88.87'	2206.10'	2°18'30"	N66°00'37"W	88.87'
C30	992.89'	2148.00'	26°29'04"	S78°05'54"E	984.08'
C31	89.17'	2206.01'	2°18'58"	N62°21'52"W	89.16'
C32	390.09'	2174.00'	10°16'51"	N56°03'58"W	389.56'

PREPARED BY:

WGI™

4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003

Phone No. 866.909.2220 www.wginc.com

Cert No. 6091 - LB No. 7055

WILLOW SPRINGS PHASE 2
TRACT A REPLAT

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST

CLAY COUNTY, FLORIDA

PLAT BOOK PAGE

SHEET 1 OF 4

CAPTION

A PORTION OF PARCEL NO: 32–05–26–014462–000–00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD STAMPED "PRM LB 1704" AT THE INTERSECTION WITH NORTHWEST CORNER OF THE PLAT OF WILLOW SPRINGS PHASE 1 THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 56 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND THE EASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 315 (AN 80–FOOT RIGHT OF WAY PER STATE OF FLORIDA DEPARTMENT OF TRASNPORTATION RIGHT OF WAY MAPS, SECTION 71507–2601); THENCE NORTH 01° 47' 05" EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 315, A DISTANCE OF 974.42 FEET TO THE NORTHWEST CORNER OF TRACT "B–2" OF THE PLAT OF WILLOW SPRINGS PHASE 2, AS RECORDED IN PLAT BOOK 66, PAGE 11 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°47'05" EAST ALONG THE SAID EASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 315, A DISTANCE OF 137.26 FEET; THENCE DEPARTING THE EASTERLY RIGHT OF WAY OF SAID COUNTY ROAD NO. 315, SOUTH 33°06'33" EAST A DISTANCE OF 8.70 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 365.79 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 895.00 FEET; THENCE THROUGH AN ANGLE OF 43°09'29", AN ARC DISTANCE OF 674.16 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 67°04'50" EAST, 658.33 FEET TO A NON–TANGENT LINE; THENCE SOUTH 44°29'55" EAST A DISTANCE OF 8.00 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 173.68 FEET TO POINT A; THENCE CONTINUE NORTH 45°30'05" EAST A DISTANCE OF 375.30 FEET; THENCE NORTH 44°24'25" WEST A DISTANCE OF 34.90 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 44°24'25" EAST A DISTANCE OF 34.90 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 250.44 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1,007.00 FEET; THENCE THROUGH AN ANGLE OF 7°44'52", AN ARC DISTANCE OF 136.17 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 49°25'15" EAST, 136.07 FEET TO A NON–TANGENT LINE; THENCE NORTH 06°43'58" EAST A DISTANCE OF 27.68 FEET; THENCE NORTH 38°56'48" WEST A DISTANCE OF 29.02 FEET TO A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 234.50 FEET; THENCE THROUGH AN ANGLE OF 32°37'04", AN ARC DISTANCE OF 133.50 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 55°15'20" WEST, 131.70 FEET TO THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF SAID COUNTY ROAD 315; THENCE NORTH 89°33'28" EAST ALONG SOUTHERLY EXISTING RIGHT OF WAY LINE OF SAID COUNTY ROAD 315, A DISTANCE OF 746.39 FEET; THENCE DEPARTING THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF SAID COUNTY ROAD 315, SOUTH 00°26'32" EAST A DISTANCE OF 35.02 FEET TO POINT B; THENCE SOUTH 89°32'45" WEST A DISTANCE OF 28.69 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 903.00 FEET; THENCE THROUGH AN ANGLE OF 44°02'40", AN ARC DISTANCE OF 694.15 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 67°31'25" WEST, 677.19 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 115.47 FEET; THENCE SOUTH 44°24'25" EAST A DISTANCE OF 45.03 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 44°24'25" WEST A DISTANCE OF 45.03 FEET; THENCE S 45°30'05" WEST A DISTANCE OF 702.17 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1007.00 FEET; THENCE THROUGH AN ANGLE OF 11°25'02", AN ARC DISTANCE OF 200.66 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 51°12'36" WEST, 200.33 FEET TO POINT C; THENCE CONTINUE ALONG CURVE HAVING A RADIUS OF 1007.00 FEET, THROUGH AN ANGLE OF 19°33'37", AN ARC DISTANCE OF 343.78 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 66°41'56" WEST, 342.11 FEET TO A NON–TANGENT LINE; THENCE SOUTH 60°36'11" EAST A DISTANCE OF 24.42 FEET TO THE NORTHERN BOUNDARY LINE OF THE SAID PHASE 2 PLAT; THENCE SOUTH 81°10'10" WEST ALONG THE SAID NORTHERN BOUNDARY LINE OF THE PLAT A DISTANCE OF 113.15 FEET; THENCE SOUTH 88°39'34" WEST ALONG THE SAID NORTHERN BOUNDARY LINE A DISTANCE OF 363.74 FEET TO THE EASTERLY RIGHT OF WAY OF SAID COUNTY ROAD NO. 315 AND THE POINT OF BEGINNING.

CONTAINING 7.04 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 813

A DRAINAGE AND POND EASEMENT LYING IN PARCEL NO: 32–05–26–014462–000–00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT A (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY); THENCE NORTH 44°29'55" WEST A DISTANCE OF 80.00 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 176.50 FEET; THENCE NORTH 44°29'55" WEST A DISTANCE OF 226.17 FEET; THENCE NORTH 00°30'05" EAST DISTANCE OF 84.92 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 8.14 FEET; THENCE NORTH 44°29'55" WEST A DISTANCE OF 125.00 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 44°29'55" EAST A DISTANCE OF 125.00 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 45.47 FEET; THENCE SOUTH 89°29'55" EAST A DISTANCE OF 230.45 FEET; THENCE SOUTH 44°29'55" EAST A DISTANCE OF 123.27 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 100.11 FEET; THENCE SOUTH 44°29'55" EAST A DISTANCE OF 80.00 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

DRAINAGE AND POND EASEMENT CONTAINING 2.04 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 814

A DRAINAGE EASEMENT LYING IN PARCEL NO: 32–05–26–014462–000–00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT B (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY); THENCE SOUTH 00°27'15" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°32'45" A DISTANCE OF 28.69 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 883.00 FEET; THENCE THROUGH AN ANGLE OF 32°13'07", AN ARC DISTANCE OF 496.53 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 73°26'12" WEST, 490.01 FEET TO A NON–TANGENT LINE; THENCE NORTH 32°40'22" WEST A DISTANCE OF 20.00 FEET TO A NON–TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 903.00 FEET; THENCE THROUGH AN ANGLE OF 32°13'07", AN ARC DISTANCE OF 507.77 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 73°26'12" EAST, 501.11 FEET; THENCE NORTH 89°32'45" EAST A DISTANCE OF 28.69' TO THE POINT OF BEGINNING.

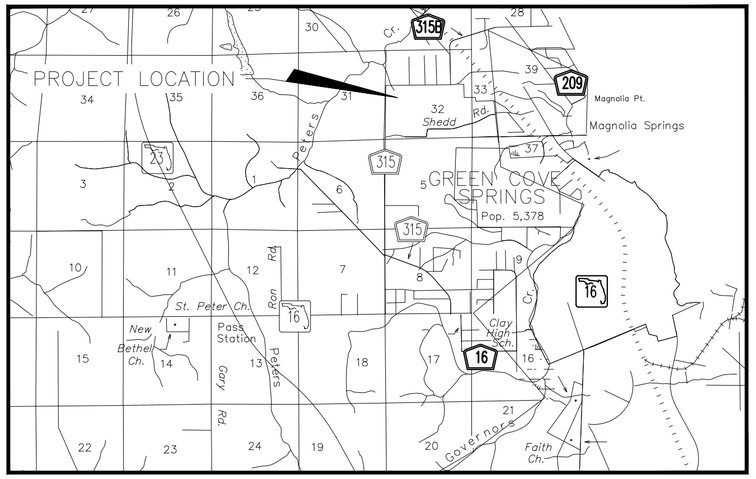
DRAINAGE EASEMENT CONTAINING 0.24 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 815

A DRAINAGE EASEMENT LYING IN PARCEL NO: 32–05–26–014462–000–00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT C (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY); THENCE SOUTH 32°47'48" EAST A DISTANCE OF 21.16 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1100.00 FEET; THENCE THROUGH AN ANGLE OF 17°45'01" AN ARC DISTANCE OF 340.78 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 68°48'06" WEST, 339.42 FEET TO A NON–TANGENT LINE; THENCE NORTH 60°36'11" WEST A DISTANCE OF 10.58 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1007.00 FEET; THROUGH AN ANGLE OF 19°33'37", AN ARC DISTANCE OF 343.78 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 66°41'56" EAST, 342.11 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.11 ACRES, MORE OR LESS.



VICINITY MAP

(NOT TO SCALE)

ENGINEER AND SURVEYOR

WGI, INC.
4371 U.S. HWY 17 SOUTH, SUITE 203
FLEMING ISLAND, FL 32003

PREPARED BY:

WGI™

4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

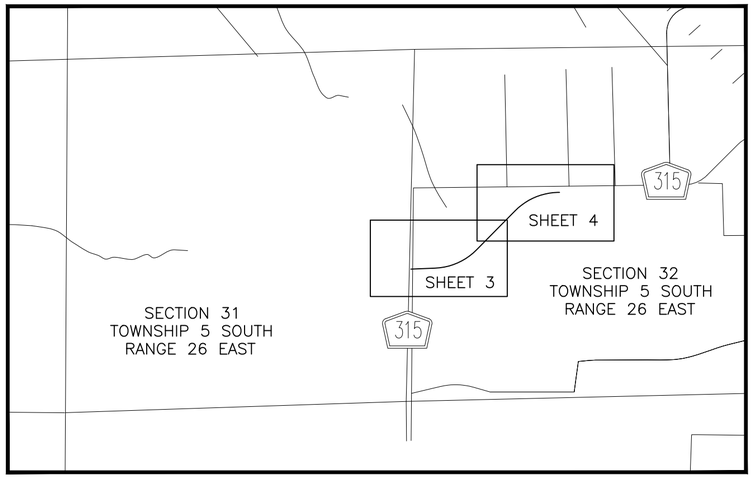
WILLOW SPRINGS PHASE 2
TRACT A REPLAT

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST

CLAY COUNTY, FLORIDA

PLAT BOOK PAGE

SHEET 2 OF 4



KEY MAP

(NOT TO SCALE)

COUNTY COMMISSIONER'S APPROVAL

EXAMINED AND APPROVED THIS _____ DAY OF _____ 2022, BY THE BOARD OF COUNTY COMMISSIONERS, CLAY COUNTY, FLORIDA.

_____
TARA S GREEN,
CLAY COUNTY CLERK AND COMPTROLLER,
EX OFFICIO CLERK TO THE BOARD

_____
CHAIRMAN OF THE BOARD

COUNTY ENGINEER APPROVAL

APPROVED THIS _____ DAY OF _____, 2022

_____
COUNTY ENGINEER

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND IT COMPLIES IN FORM WITH PART II OF CHAPTER 177, FLORIDA STATUTES, AND IS FILED FOR RECORD IN PLAT BOOK _____, PAGES _____ THROUGH _____, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA THIS _____ DAY OF _____, 2022.

_____
CLERK OF THE CIRCUIT COURT

DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICE APPROVAL

APPROVED THIS _____ DAY OF _____, 2022

_____
DIRECTOR

SURVEYOR AND MAPPER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.'S") AND MONUMENTS ACCORDING TO SECTION 177.091(9), FLORIDA STATUTES, HAVE BEEN PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF CLAY COUNTY, FLORIDA.

THIS _____ DAY OF _____, 2022

_____
RYAN KETT,
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 7113

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT PETERS CREEK INVESTMENTS, LLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP UNDER THE LAWS OF THE STATE OF FLORIDA, HEREINAFTER "DEDICATOR", IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS.

ALL OF CATHEDRAL OAK PARKWAY, A PUBLIC RIGHT OF WAY IS HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CLAY COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS.

PERPETUAL EASEMENTS AS SHOWN ON THE PLAT, ARE HEREBY IRREVOCABLY DEDICATED TO CLAY COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS, AND ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND.

THE EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTING, DRAINING, RETAINING, DETAINING AND CONVEYING STORMWATER IN, OVER, UNDER, UPON AND THROUGH THE EASEMENT PROPERTY, TOGETHER WITH THE RIGHT TO ACCESS, OBSERVE, INSPECT, OPERATE, MAINTAIN, CONSTRUCT, IMPROVE AND REPAIR IMPROVEMENTS, I.E., DRAINAGE DITCHES, PIPES AND ASSOCIATED DRAINAGE PONDS AND STRUCTURES, MODIFYING THE ELEVATION WITH THE RIGHT TO CONSTRUCT, GRADE, EXCAVATE AND/OR ADD FILL MATERIAL (COLLECTIVELY, THE "DRAINAGE IMPROVEMENTS"), IN, OVER, UNDER, UPON AND THROUGH THE EASEMENT PROPERTY. CLAY COUNTY SHALL HAVE EXCLUSIVE USE AND CONTROL OF THE EASEMENT PROPERTY AND SHALL, AT ITS SOLE COST AND EXPENSE, CONSTRUCT, MAINTAIN, REPAIR AND OPERATE DRAINAGE IMPROVEMENTS WITHIN THE EASEMENT PROPERTY IN ACCORDANCE WITH APPLICABLE LAWS, CODES, RULES, REGULATIONS, AND PERMITS.

THE EASEMENTS SHALL PERMIT CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS, TO DISCHARGE INTO SAID PONDS AND FILTRATION SYSTEMS WHICH THESE EASEMENTS TRAVERSE, ALL WATER WHICH MAY FALL OR COME UPON THE PUBLIC RIGHT OF WAY HEREBY DEDICATED, TOGETHER WITH ALL SOIL, NUTRIENTS, CHEMICALS AND ALL OTHER SUBSTANCE WHICH MAY FLOW OR PASS FROM SAID RIGHT OF WAY, FROM ADJACENT LAND OR FROM ANY OTHER SOURCE OF PUBLIC WATERS INTO OR THROUGH SAID PONDS AND FILTRATION SYSTEMS, WITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS FOR ANY DAMAGE, INJURIES OR LOSSES TO PERSONS OR PROPERTY RESULTING FROM THE ACCEPTANCE OR USE OF THESE EASEMENTS BY CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS.

DEDICATOR SHALL HAVE THE RIGHT TO ELECT TO CONNECT TO, ALTER OR EXPAND THE SIZE AND CAPACITY OF ANY DRAINAGE IMPROVEMENTS WITHIN THE BOUNDS OF THE EASEMENT PROPERTY. IF DEDICATOR MAKES SUCH ELECTION, ALL SUCH JOINT USE STORMWATER PONDS, DRAINAGE EASEMENTS AND RELATED IMPROVEMENTS ("JOINT USE PONDS") SHALL BE DESIGNED AND CONSTRUCTED AT DEDICATOR'S SOLE EFFORT, COST AND EXPENSE, SHALL MEET THE OPERATIONAL AND MAINTENANCE NEEDS OF THE COUNTY, SHALL NOT INFRINGE UPON OR INTERFERE WITH THE COUNTY'S PERMITTED CAPACITY FOR FUTURE USE, AND SHALL BE PROCESSED WITH THE COUNTY IN ACCORDANCE WITH APPLICABLE LAWS, CODES, RULES, REGULATIONS AND PERMITS. ALL SUCH JOINT USE PONDS SHALL THEREAFTER BE OPERATED, MAINTAINED, IMPROVED AND REPAIRED AT DEDICATOR'S SOLE EFFORT, COST AND EXPENSE IN A GOOD AND WORKMANLIKE MANNER, WITH REASONABLE CARE, IN ACCORDANCE WITH APPLICABLE LAW. DEDICATOR'S OBLIGATIONS CONCERNING JOINT USE PONDS SPECIFICALLY DO NOT PREEMPT THE COUNTY'S RIGHTS WITH REGARD TO ANY SUCH PONDS. THE EASEMENTS, AS SHOWN ON THE PLAT, MAY BE RELEASED BY MUTUAL CONSENT OF THE DEDICATOR AND CLAY COUNTY WITHOUT A REQUIREMENT TO REPLAT PROVIDED SUCH RELEASE IS RECORDED IN THE PUBLIC RECORDS OF CLAY COUNTY.

CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE NOR RESPONSIBLE FOR THE CREATION, OPERATION, FAILURE OR DESTRUCTION OF WATER LEVEL CONTROL EQUIPMENT WHICH MAY BE CONSTRUCTED OR INSTALLED BY THE DEDICATOR OR ANY OTHER PERSON WITHIN THE AREA OF THE LANDS HEREBY PLATTED, OR OF THE EASEMENTS SHOWN ON THIS PLAT, BUT SHALL HAVE THE RIGHT TO MODIFY THE EXISTENCE OF DRAINAGE IMPROVEMENTS AND ANY JOINT USE PONDS AND THAT WHICH RETAINS IT TO EFFECT ADEQUATE DRAINAGE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO REMOVE ANY WATER LEVEL CONTROL STRUCTURES OR ANY PART THEREOF. THE DEDICATOR, AS OWNER OF THE LANDS DESCRIBED AND CAPTIONED HEREON, SHALL INDEMNIFY CLAY COUNTY AND SAVE IT HARMLESS FROM SUITS, ACTION, DAMAGES AND LIABILITY AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE DRAINAGE IMPROVEMENTS OR ANY JOINT USE PONDS DESCRIBED ABOVE, OR ANY PART THEREOF, OCCASIONED WHOLLY OR IN PART BY ANY ACT OF OMISSION OF THE DEDICATOR, ITS AGENTS, CONTRACTORS, EMPLOYEES, SERVANTS, LICENSEES OR CONCESSIONAIRES. THIS INDEMNIFICATION SHALL RUN WITH THE LAND AND THE ASSIGNS OF THE DEDICATOR AND SHALL BE SUBJECT TO IT.

TRACTS A–1 AND A–2 (FUTURE DEVELOPMENT) ARE HEREBY RETAINED BY PETERS CREEK INVESTMENTS, LLP.

PETERS CREEK INVESTMENTS, L.L.P., A FLORIDA LIMITED LIABILITY PARTNERSHIP
BY: DEVELOPERS THREE INC., A FLORIDA CORPORATION

_____
WITNESS

_____
WITNESS

BY: _____
GERALD R. AGRESTI, PRESIDENT

_____
PRINT NAME

_____
PRINT NAME

STATE OF FLORIDA, CLAY COUNTY

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS ___ DAY OF _____, 2022, BY GERALD R. AGRESTI AS AN AUTHORIZED SIGNER OF PETERS CREEK INVESTMENTS, LLP, WHO IS [] PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES:

_____
SIGNATURE

_____
(PRINTED NAME) – NOTARY PUBLIC (SEAL)

SURVEYOR AND MAPPER'S CERTIFICATE

THE UNDERSIGNED SURVEYOR CERTIFIES THAT HAS REVIEWED THIS PLAT ON BEHALF OF CLAY COUNTY, FLORIDA IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 177.081 (1), FLORIDA STATUTES (1998), AND HAS DETERMINED THAT SAID PLAT CONFORMS WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, THE UNDERSIGNED DID NOT PREPARED THIS PLAT. THIS CERTIFICATE IS MADE AS OF THE _____ DAY OF _____, 2022.

SIGNED:_____

PRINT NAME: ROBERT BRANDT WILSON PLS

FLORIDA REGISTRATION NO.: 4690

PRINT ADDRESS: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1366
GREEN COVE SPRINGS, FL 32043

PREPARED BY:

WGI™

4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

WILLOW SPRINGS PHASE 2
TRACT A REPLAT

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST
CLAY COUNTY, FLORIDA

PLAT BOOK PAGE
SHEET 3 OF 4

LEGEND:

◎	= Denotes Found PRM Iron Rod Stamped LB 1704.
●	= Denotes PRM Iron Rod Stamped LB 7055
○	= Denotes PCP Iron Rod Stamped LB 7055
C#	= Tabulate Curve Data
C	= Computed
CB	= Chord Bearing
CD	= Chord Distance
Δ	= Delta
L#	= Tabulate Line Data
L	= Length
LB	= License Business
ORB	= Official Record Book
PB	= Plat Book
PC	= Point of Curvature
PCP	= Permanent Control Point
PG	= Page
PRM	= Permanent Reference Monument
POI	= Point of Line
PT	= Point of Tangency
R	= Raudius

NOTES:

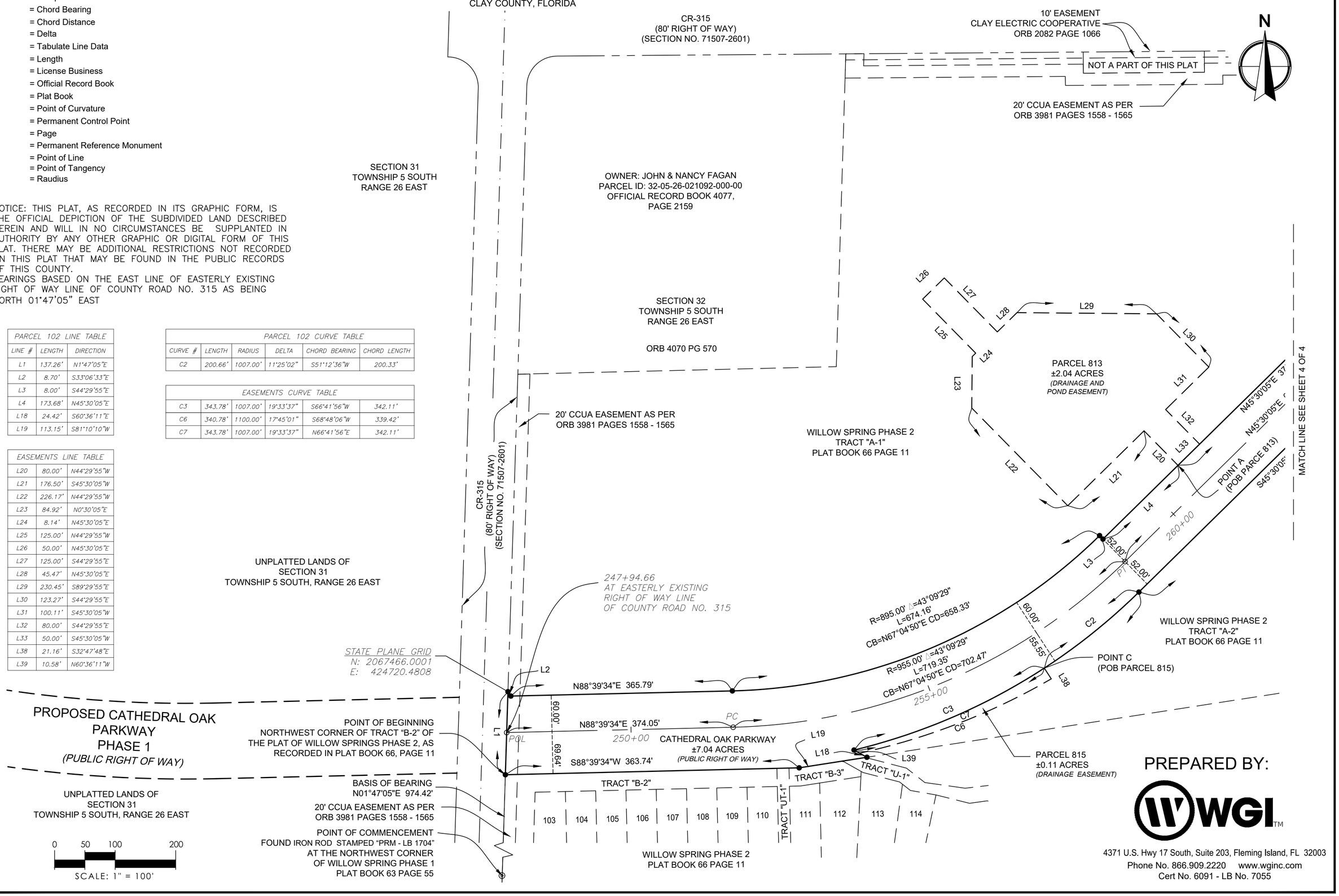
1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. BEARINGS BASED ON THE EAST LINE OF EASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 315 AS BEING NORTH 01°47'05" EAST

PARCEL 102 LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	137.26'	N1°47'05"E
L2	8.70'	S33°06'33"E
L3	8.00'	S44°29'55"E
L4	173.68'	N45°30'05"E
L18	24.42'	S60°36'11"E
L19	113.15'	S81°10'10"W

PARCEL 102 CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C2	200.66'	1007.00'	11°25'02"	S51°12'36"W	200.33'

EASEMENTS CURVE TABLE					
C3	343.78'	1007.00'	19°33'37"	S66°41'56"W	342.11'
C6	340.78'	1100.00'	17°45'01"	S68°48'06"W	339.42'
C7	343.78'	1007.00'	19°33'37"	N66°41'56"E	342.11'

EASEMENTS LINE TABLE		
L20	80.00'	N44°29'55"W
L21	176.50'	S45°30'05"W
L22	226.17'	N44°29'55"W
L23	84.92'	N0°30'05"E
L24	8.14'	N45°30'05"E
L25	125.00'	N44°29'55"W
L26	50.00'	N45°30'05"E
L27	125.00'	S44°29'55"E
L28	45.47'	N45°30'05"E
L29	230.45'	S89°29'55"E
L30	123.27'	S44°29'55"E
L31	100.11'	S45°30'05"W
L32	80.00'	S44°29'55"E
L33	50.00'	S45°30'05"W
L38	21.16'	S32°47'48"E
L39	10.58'	N60°36'11"W



PREPARED BY:

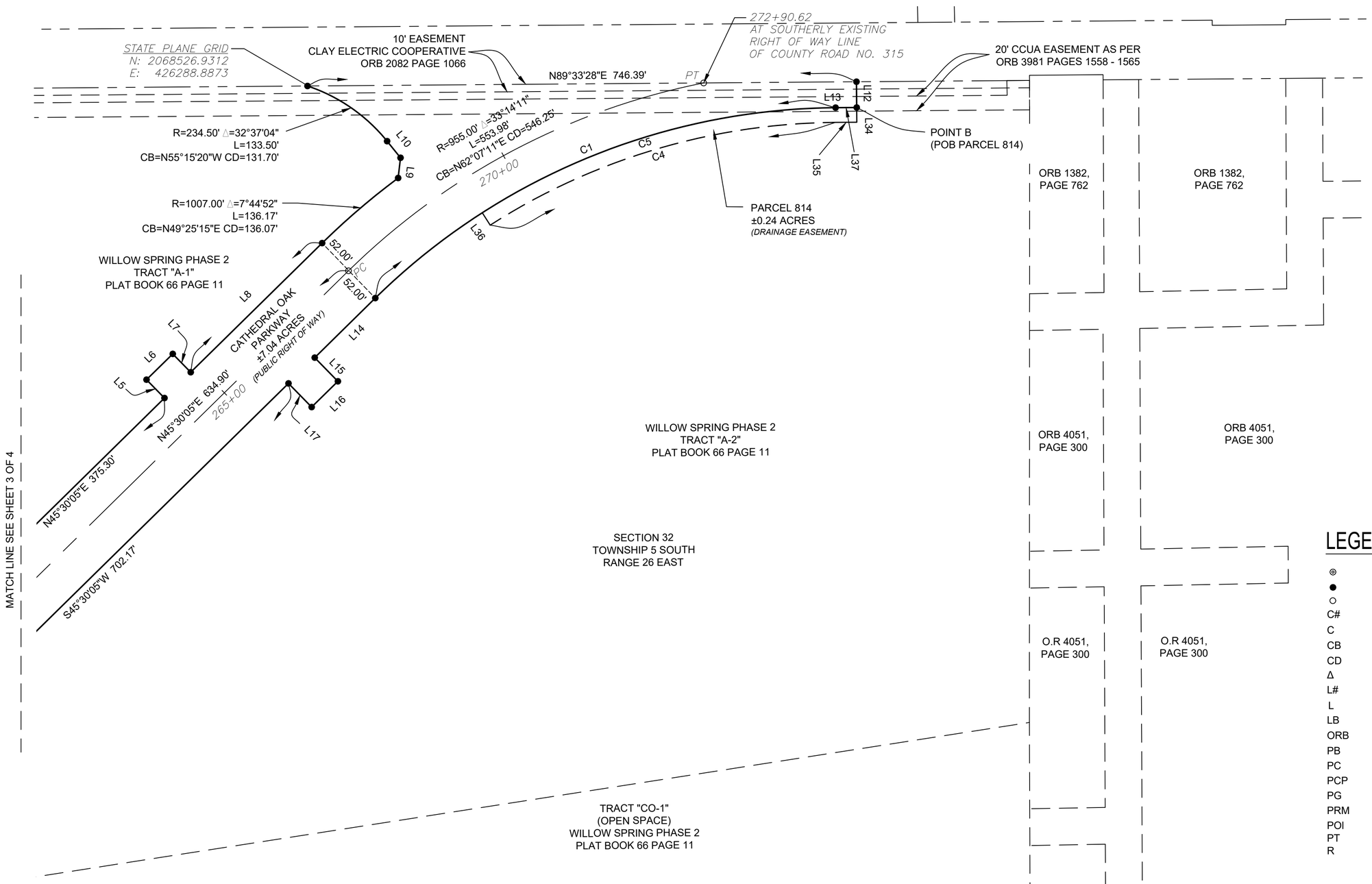
WGI™

4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

WILLOW SPRINGS PHASE 2
TRACT A REPLAT

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST
CLAY COUNTY, FLORIDA

PLAT BOOK PAGE
SHEET 4 OF 4



N

0 50 100 200
SCALE: 1" = 100'

PARCEL 102 LINE TABLE		
L5	34.90'	N44°24'25"W
L6	50.00'	N45°30'05"E
L7	34.90'	S44°24'25"E
L8	250.44'	N45°30'05"E
L9	27.68'	N6°43'58"E
L10	29.02'	N38°56'48"W
L12	35.02'	S0°26'32"E
L13	28.69'	S89°32'45"W
L14	115.47'	S45°30'05"W
L15	45.03'	S44°24'25"E
L16	50.00'	S45°30'05"W
L17	45.03'	N44°24'25"W

EASEMENTS LINE TABLE		
L34	20.00'	S0°27'15"E
L35	28.69'	S89°32'45"W
L36	20.00'	S32°40'22"E
L37	28.69'	N89°32'45"E

LEGEND:

◎	= Denotes Found PRM Iron Rod Stamped LB 1704.
●	= Denotes PRM Iron Rod Stamped LB 7055
○	= Denotes PCP Iron Rod Stamped LB 7055
C#	= Tabulate Curve Data
C	= Computed
CB	= Chord Bearing
CD	= Chord Distance
Δ	= Delta
L#	= Tabulate Line Data
L	= Length
LB	= License Business
ORB	= Official Record Book
PB	= Plat Book
PC	= Point of Curvature
PCP	= Permanent Control Point
PG	= Page
PRM	= Permanent Reference Monument
POI	= Point of Line
PT	= Point of Tangency
R	= Raudius

NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. BEARINGS BASED ON THE EAST LINE OF EASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 315 AS BEING NORTH 01°47'05" EAST

PARCEL 102 CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	694.15'	903.00'	44°02'40"	S67°31'25"W	677.19'

EASEMENTS CURVE TABLE					
C4	496.53'	883.00'	32°13'07"	S73°26'12"W	490.01'
C5	507.77'	903.00'	32°13'07"	N73°26'12"E	501.11'

PREPARED BY:

WGI™
4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: BCC DATE:

FROM:
Nelson
Anderson

SUBJECT:

AGENDA
ITEM
TYPE:

BACKGROUND INFORMATION:

This drainage easement and pond is maintained by the HOA. The HOA has agreed to the pool construction and easement release.

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	application, letter, and map	Cover Memo	5/16/2022	DOC050622-05062022135259-1ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Public Works	Streeper, Lisa	Approved	5/18/2022 - 1:46 PM	Item Pushed to Agenda

Clay County Department of Economic and Development Services

Easement Release Application

IMS# _____ OT# _____

Owner and Parcel Information

Owner Name: Edward P. Murray Jr. & Cynthia Roland Murray

Address: 2509 Sunny Creek Drive Fleming Island FL 32003

Parcel ID: Lot 37

Subdivision Name: Spring Creek at Eagle Harbor

Subdivision Plat-Book and Page: Plat Book 42 pages 28-36

Phone: 904-626-3411 904-859-9757

Email: epmdrtooth@bellsouth.net Rolandcindy1@comcast.net

Applicant Request

Please Describe Your Request:

We are respectfully requesting the release of a portion of the drainage easement behind our house to allow the construction of a small to average size pool and paver stone decking.

Thank you.

A portion of a 25' drainage easement Lot 37, Spring Creek at Eagle Harbor according to the plat thereof as recorded in Plat Book 42, pages 28 through 36 of the public records of Clay County, Florida as depicted in Exhibit A.

Attachments

- ☐ 1 electronic copy of the current survey and deed in .PDF format.
- ☐ $250.00 Fee
- ☐ 1 Paper copy of current deed and survey*

* Required only if applicant is unable to produce an electronic file.

Owners Affidavit

I hereby affirm that I am the lawful owner of the above described land and that all surveys, statements, representations, etc., that have been given or expressed are accurate and truthful. I also affirm that Clay County may not approve my request.

Signature

Print Name: Edward P. Murray Jr. Cynthia Roland Murray

Date: 2-27-22

Official Use

Date Received: _____

- ☐ Engineering and Public Works Approval By: _____
- ☐ Zoning Approval By: _____

Clay County Department of Economic and Development Services

March 1, 2022

Department of Development Services
P.O. Box 1365
Green Cove Springs, FL 32043

RE: Edward P Murray and Cynthia Roland Murray
2509 Sunny Creek Dr.
Fleming Island, FL 32003
Black Creek at Eagle Harbor in Spring Creek at Eagle Harbor, Lot #37

Dear Board of County Commissioners,

We are requesting release of easement to build a pool in our backyard. We are requesting the release of 12ft of the 25ft drainage easement that runs behind our house. This would allow us to have a small pool and patio that would extend from each side of the house without going past the house footprint on either side.

I have included the following:

1) Current Survey (3 copies)
2) Survey showing the pool platted
3) Easement release application
4) Corporate Warranty Deed
5) Application fee $250 check

Thank you for your time and assistance. We can be reached at (904) 626-3411 or epmdrteeth@bellsouth.net

Thank you for considering our request,

Edward P Murray and Cynthia Roland Murray

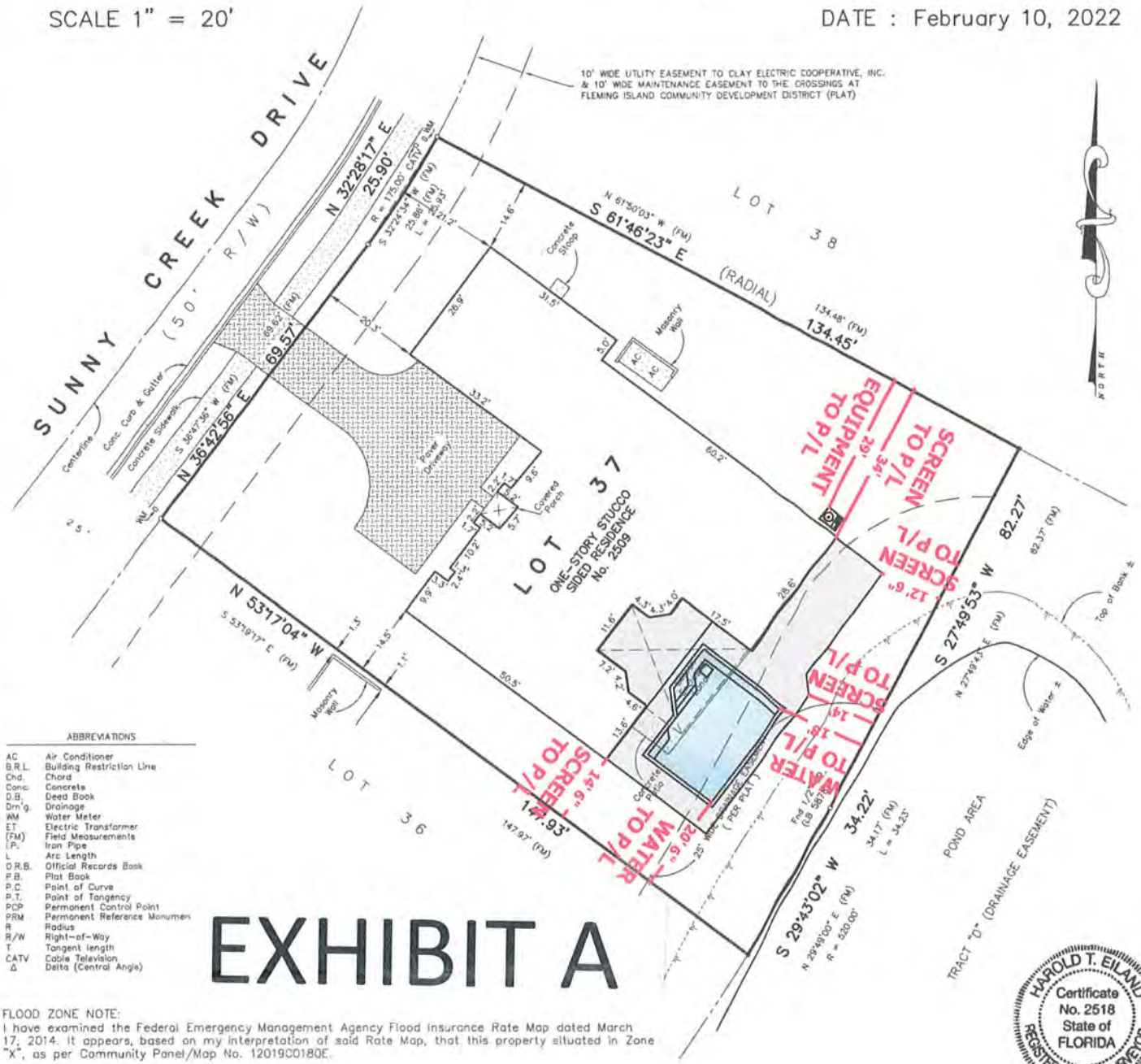
MAP SHOWING BOUNDARY SURVEY OF
L O T 3 7
SPRING CREEK AT EAGLE HARBOR

ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42 PAGES 28 THRU 36 OF THE PUBLIC RECORDS OF CLAY COUNTY. FLORIDA.

CERTIFIED TO: Edward P. Murray, Jr.
Cynthia Roland Murray

SCALE 1" = 20'

DATE : February 10, 2022



ABBREVIATIONS

AC	Air Conditioner
B.R.L.	Building Restriction Line
Chd.	Chord
Conc.	Concrete
D.B.	Deed Book
Drn'g.	Drainage
WM	Water Meter
ET	Electric Transformer
(FM)	Field Measurements
I.P.	Iron Pipe
L	Arc Length
O.R.B.	Official Records Book
P.B.	Plat Book
P.C.	Point of Curve
P.T.	Point of Tangency
PCP	Permanent Control Point
PRM	Permanent Reference Monumen
R	Radius
R/W	Right-of-Way
T	Tangent length
CATV	Cable Television
Δ	Delta (Central Angle)

EXHIBIT A

FLOOD ZONE NOTE:
I have examined the Federal Emergency Management Agency Flood Insurance Rate Map dated March 17, 2014. It appears, based on my interpretation of said Rate Map, that this property situated in Zone "X", as per Community Panel/Map No. 12019C0180E.

GENERAL NOTES

1. Bearings shown hereon are based on the record bearing of S 36°42'56" W for the centerline of Sunny Creek Drive, as per P.B. 42, pgs. 28 – 36 of the public records of Clay County, Florida.
2. This survey was based on documents provided and was not abstracted for easements, covenants or restrictions, title, overlaps, or other matters of records, or matters unrecorded by this surveyor.
3. Underground utilities serving or crossing this property have not been located or shown.
4. Easements shown hereon are for drainage and utilities unless noted otherwise.
5. This survey depicts visible improvements only; no underground improvements or footings were located.

LEGEND

- Found Concrete Monument
- Found 1/2" Iron Pipe (MEM)
- Set 1/2" Iron Pipe (LB 1381)
- —X— Fence
- —P— Powerline/Pole and Anchor
- —T— Telephone Line
- —C— Cable T/V Line
- AC Concrete Air Conditioner Pad
- ET Concrete Elec. Transformer Pad

HAROLD T. EILAND
Certificate No. 2518
State of FLORIDA
REGISTERED LAND SURVEYOR

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Harold Eiland

Harold T. Eiland
License No. LS 2518
Eiland & Associates, Inc.
Professional Surveyors & Mappers
Certificate of Authorization No. LB 1381
615 Blanding Boulevard
Orange Park, Florida 32073
Telephone 904-272-1000

FF No. 28:528 Field Book No. 1624:53 Job No. 43367-B

C:\Land Projects 2008\43_ Proj\43367JE\dwg\43367JE.dwg, 2/22/2022 3:31:25 PM, Civil 3D LDC 2008 / JAE / E&A

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Finance & Audit Committee DATE: 5/9/2022

FROM: Karen Smith, Administrative
& Contractual Services

SUBJECT:
1) Approval to accept staff's evaluation and award RFP No. 21/22-33, CDBG - Junk/Debris Removal to 904 Junk Removal company at the unit prices submitted in the proposal. Approval will be effective after 72 hour period for protest has expired.

2) Additional approval of the accompanying Agreement with 904 Junk Removal at the specified rates listed in Attachment B. Services under this Agreement will be assigned by Task Order/Purchase Order. Services must be completed by September 30, 2022 unless an extension is approved.

1. 904 Junk Removal = 88.66
2. Conner Construction and Demolition = 84

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
Services under this RFP are related to the CDBG Entitlement Funding Program and provides for junk and debris removal for approved applicants. Individual task will be assigned by task order/purchase orders utilizing the fees listed within the Agreement. This program is made available through a federal allocation of funds from the U.S. Department of Housing and Urban Development.

A committee consisting of the Community Services Director, Grants Manager, and Code Enforcement Secretary has performed the evaluation and ranking. 904 Junk Removal provided the lowest unit cost for all items.

The RFP was sent to 19 companies with 2 responses received.

Is Funding Required (Yes/No):	If Yes, Was the item budgeted (Yes\No\N/A):
Yes	**Yes**

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

Account # FD1065-CC1233-PRJ100378-GR010074-SC583000	Amount - Based on unit prices as needed

Sole Source (Yes\No):	Advanced Payment (Yes\No):
No	**No**

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	bid information	Cover Memo	5/19/2022	RFP_212233_junk_debris_removal-1ada.pdf
	Agreement	Cover Memo	5/19/2022	Junk-Debris_Removal_Agreement_904_Junk_removalada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	5/18/2022 - 1:58 PM	Item Pushed to Agenda

BID RECOMMENDATION

RFP No. 21/22-33, CDBG - Junk/Debris Removal

BIDDERS	BID TOTAL
904 Junk Removal	see attached unit prices
Connor Construction and Demolition	see attached unit prices

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME	TITLE
Victoria Hapner	Community Services Director
Megan Mosley	Grants Manager
Heather Ross	Code Enforcement Secretary

FUNDING SOURCE: CDBG Fund / CDBG 21-27 / Other Aids (Individuals)

RECOMMENDATION:

Recommendation to award to 904 Junk Removal.

If only one bid is received, state reason why accepted and not re-bidding:

SUMMARY SHEET
FOR RANKING OF PROPOSALS

CLAY COUNTY BOARD OF COMMISSIONERS

RFP No. 21/22-33, CDBG – JUNK/DEBRIS REMOVAL

VENDORS	Rater 1 TOTAL	Rater 2 TOTAL	Rater 3 TOTAL	TOTAL	AVERAGE	RANK
904 Junk Removal	94	84	88	266	88.66	1
Conner Construction and Demolition	80	85	87	252	84	2

Rater 1: Community Services Director
Rater 2: Grants Manager
Rater 3: Code Enforcement Secretary

Approved: Purchasing Division Donna Fish **Date:** 5/9/2022

RFP REVIEW
RFP #21/22-33, CDGB - Junk/Debris Removal

Brief Item Description:	904 Junk Removal	Conner Construction and Demolition
Contractor/Staff Qualifications (25 Point Question)	21	24
Availability of Contractor/Staff (20 Point Question)	17.66	18
Similar/Related Experience (20 Point Question)	19.66	15.67
Price Proposal (20 Point Question)	19	12
Equipment (15 Point Question)	11.33	14.33
TOTAL SCORE:	**88.66**	**84**
88.66 904 Junk Removal		
84 Conner Construction and Demolition		

COMPARISON

RFP NO. 20/21-33, DCBG - Junk/Debris Removal

			904 Junk Removal	Conner Construction
ITEM #	ITEM DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE
1	Municipal Solid Waste	TN	$200.00	$450.00
2	White Goods	TN	$200.00	$375.00
3	Yard Trash	TN	$180.00	$375.00
4	Waste Tires	TN	$400.00	$820.00
5	Construction & Demolition Debris	TN	$180.00	$375.00
6	Fill Dirt	CY	$200.00	$16.50
		TOTAL:	$1,360.00	$2,411.50

BID NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL
PRICE SHEET

PRICES PER TON BELOW INCLUDE COLLECTION, HAULING AND DISPOSAL

1) Municipal Solid Waste (Price Per Ton): $ 200.00
2) White Goods (Price Per Ton): $ 200.00
3) Yard Trash (Price Per Ton): $ 180.00
4) Waste Tires (Price Per Ton): $ 400.00
5) Construction and Demolition Debris (Price Per Ton): $ 180.00
6) Fill Dirt (Price Per CY): $ 200.00

Total of (1 – 6) above: $ 1360.00

Above prices shall serve as a guideline. The County reserves the right to negotiate additional items as needed per project.

Total Bid (in words): Thirteen Hundred Sixty Dollers

CONTRACT EXECUTION INFORMATION:

COMPANY NAME: 904 Junk Removal

DESIGNATED SIGNEE: Zach DeCristofaro

MAILING ADDRESS: 459 Charles Pinckney St
Orange Park FL 32073

EMAIL: 904junkremoval@gmail.com

BID NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL

CORPORATE DETAILS:

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: 904 Junk Removal

ADDRESS: 459 Charles Pinckney St
Orange Park FL 32073

TELEPHONE: 904-598-4114

FAX #: N/A

E-MAIL: 904junkremoval@gmail.com

Name of Person submitting Bid: Zach DeCristofaro

Title: Owner

Signature:

Date: 21 April 22

ADDENDA ACKNOWLEDGMENT:
Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Contractor and Staff Qualifications

David Conner, Owner Operator and Laborer

Registered General Contractor RG291103652, Equipment Operator for over 20 Years

Qualifying agent on over two hundred (200) Demolition and debris cleanup projects in Northeast Florida Since 2018. These included interior demolition and debris projects from selective interior projects to complete building demolition projects.

Steve Gadient, Operator and Laborer

Over forty (40) years operating equipment, driving trucks, grading jobsites

Lead operator on our projects and assisted in all of the above projects.

Darren Poulus, Operator, Laborer

Clay High Graduate

Provided ground support and operator functions on the majority of the projects listed above.

Availability of Contractor/Staff

David Conner (904) 810-8615 and the staff at Conner Construction and Demolition maintain an amount of work so that we can adequately serve our projects. This project would fit our schedule nicely and we would be able to staff it to meet or exceed the Clay County Board of County Commissioner's schedule. We own all of our equipment and all of our trucks, dump trucks and trailers. We are not dependent on someone else to perform the work, load the material or get it to Rosemary Hill Landfill. We are not dependent on financing and can cover the costs of all of this work including the landfill fees without securing financing or renting anything.

Experience

We have permitted more demolition projects in Clay County over the last three (3) years than any other. While this is not a pure demolition project, the tasks are very similar. We have a lot of experience with interior demolition projects that result in manual labor to get the items out of the structure and into a container. More times than not a demolition project results in cleaning the yard and sheds of debris, yard waste, junk vehicles, etc. This rounded experience will be a great asset for our team on this project.

Price

1) Municipal Solid Waste (Price Per Ton): $450/Ton

2) White Goods (Price Per Ton): $375/Ton

3) Yard Trash (Price Per Ton): $375/Ton

4) Waste Tires (Price Per Ton): $820/Ton

5) Construction and Demolition Debris (Price Per Ton): $375

6) Fill Dirt (Price Per CY): $16.50

Total of (1 – 6) above: $2,411.50

BID NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL

CORPORATE DETAILS:

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Conner Construction & Demolition

ADDRESS: 4839 Hwy 17 South
Green Cove Springs FL 32043

TELEPHONE: 904-810-8615

FAX #:

E-MAIL: dsbconner@gmail.com

Name of Person submitting Bid: David Conner

Title: Owner

Signature: David Conner

Date: 25 Apr 2022

ADDENDA ACKNOWLEDGMENT:
Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

BID TABULATION FORM

RFP: 21/22-33 | Date: 4/26/2022

Proj: **CDBG - Junk/Debris Removal** | Time Open: 9:04 AM

Ad: Clay Today, March 31 & April 7, 2022 | Time Close: 9:06 AM

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

	Bidder	Total
1	904 Junk Removal	To Be Determined
2	Conner Construction and Demolition	To Be Determined
3		
4		
5		
6		
7		
8		
9		
10		

*Staff will review the bids and present a recommendation to the Budget and Audit Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document. Items above are subject to full review and evaluation of submittal.

RFP NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL

PURPOSE

Clay County is soliciting proposal responses to assist the Development Services Department to provide junk and debris removal for various homes throughout Clay County as needed. No quantities are guaranteed. Services shall be for eligible residents through the Community Development Block Grant Program (CDBG). This program is made available through a federal allocation of funds from the U.S. Department of Housing and Urban Development. The Consolidated Plan and Annual Action Plan can be viewed at:
https://www.claycountygov.com/home/showpublisheddocument/7982/637823262175500000

QUALIFICATION OF PERSONNEL

The Contractor must possess all license(s) required in accordance with the federal, state and county's statutory requirements to perform the work. The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance. Contractor's personnel shall at all times present a neat appearance while performing services.

SCOPE OF WORK

The contractor shall furnish all labor, materials, equipment, tools, supplies, fuel, traffic control costs, permits, and supervision required to complete the work in the scope of this bid. All vehicles and equipment used by the contractor shall be clearly and legibly marked with the contractor's name.

The Contractor shall commence performance within forty-eight (48) hours of receipt of notice to proceed.

Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of the contract. Under no circumstances shall the Contractor mix debris hauled for the county with debris hauled for others under the contract. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations.

For residential property clean-ups, contractor does not need to be a franchise hauler, however, if contractor needs to rent a container, the company that they rent from must be a Clay County Franchise Hauler. A list of Approved Franchise Haulers can be provided upon request.

The collected waste must be taken to the Rosemary Hill Solid Waste Management Facility, 3545 Rosemary Hill Road, Green Cove Springs, Florida 32043, per ordinance.

Items subject to removal shall include but not be limited to:

Municipal Solid Waste - more commonly known as trash or garbage—consists of everyday items we use and then throw away, such as product packaging, furniture, clothing, bottles, food scraps, newspapers, etc. Basically, waste that comes from our homes.

White Goods - inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic large appliances.

Yard Trash - vegetative matter including but not limited to grass clippings, leaves, twigs, etc., from lawn and landscape maintenance. Yard Trash does not include Land Clearing Debris of any sort or from any source.

Waste Tires - any tires that are no longer suitable for their original intended purpose because of wear, damage or defect.

Construction and Demolition Debris - materials generally considered insoluble in water and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project. Mixing of Construction and Demolition Debris with other types of Solid Waste, including material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as other than Construction and Demolition Debris.

Types of **waste not accepted** at the Rosemary Hill Facility are:

Biohazardous Waste - any Solid Waste, liquid waste or Infectious Waste which may present a threat of infection to humans and includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste which contain human disease causing agents; used disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the department of health and rehabilitative services represent a significant risk of infection to persons outside the generating facility.

Hazardous Waste – any waste which, because of its concentration, or physical, chemical, or infectious characteristics, may cause or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Examples of Hazardous waste are household chemicals and cleaners, gasoline, motor oil (used or new), all types of paint, fertilizers, insecticides, etc.

Special Waste – waste that requires additional or specific handling for proper disposal, such as batteries (auto, boat, mower, etc.), fluorescent bulbs, ballasts, and electronic waste.

Asbestos

Motor Vehicles

Contractor shall place compacted fill dirt in ruts created by equipment and holes created by removal of junk and debris at the direction of the County Representative.

Junk and debris removal services are subject to inspection by the County. In the event of unsatisfactory work, the Contractor shall re-do necessary correction work within 48 hours of notice.

DAMAGE PREVENTION AND SAFETY

It shall be the contractor's responsibility to ensure that all equipment operators are performing the work in a safe manner. The contractor must comply with all applicable State, Federal and Occupational Safety and Health Act (OSHA) rules, ordinances, laws, and regulations. The County shall be held harmless against any unsafe conditions and contractor employee incidents.

The contractor shall use due care to avoid damaging property associated with, adjacent to or in any way affected by the work being performed. Included in this provision are items such as landscaping, fencing, vehicles, buildings and other items which may be located on the premises. The County's project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

WORK HOURS

Work shall be performed during daylight hours Monday through Friday. The Contractor shall manage dumpsite operations to coincide with hauling operation during daylight hours.

TERM

Term for these services shall end September 30, 2022 with the option of a possible time extension, depending on grant approval.

LIQUIDATED DAMAGES

The Contractor shall be assessed Liquidated Damages (LD) of $100.00 for each day past final completion date set by the contract.

BID AWARD

Award will be made to one or more debris removal contractors based on RFP responses received and volume of work.

PAYMENT

Contractor may request payment no more than once monthly based on the actual quantities of work performed and accepted. Payment will not be made without proof of load tickets.

ADDITONAL SERVICES AND FEES

If the County and/or Contractor identifies any additional services to be provided by Contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Contractor.

REFERENCES

Provide three (3) references for work completed on similar projects using the form attached to this document.

RFP NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL

SUBMITTAL FORMAT REQUIREMENTS: In addition to the submittal requirements found on page 7, of this request for proposal, all submittals should contain the following information (at a minimum) for consideration.

Respondents are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Respondents. Failure to provide requested information will result in disqualification of response.

Submittal Sections

A. Contractor/Staff Qualifications
B. Availability of Contractor/Staff
C. Similar/Related Experience
D. Price
E. Equipment

The Proposals shall be typed and submitted on 8 1/2" x 11" paper, portrait orientation, with headings. Respondents are requested to provide, as a minimum, the information listed under each criterion. The following should be submitted for a proposal to be considered:

- **Cover Letter** - Include name, address, phone number, fax number and email address, years in business, and whether the company operates as an individual, partnership, or corporation. An authorized agent of the company must sign the Letter indicating the agent's title and/or authority.

- **Contractor and Staff Qualifications (25 Points maximum)** - Respondents shall provide the following documentation in this section of the proposal:
  - Provide qualifications of Contractor/Staff to provide services.
  - Provide license(s) required in accordance with the federal, state and county's statutory requirements to perform the work.

- **Availability of Contractor/Staff (20 Points maximum)**– Include point of contact information and illustrate the ability to successfully perform and manage the requested services as it relates to having proper and sufficient staffing available. All projects must be completed prior to September 30, 2022.

- **Similar/Related Experience (20 Points maximum)** – Respondents shall provide evidence of experience related to the Scope of Services requested with a minimum of three (3) years' experience.

- **Price (20 Points maximum)** – Provide prices listed on the price sheet. Prices shall serve as a guideline. The County reserves the right to negotiate additional items as needed per project.

- **Equipment (15 Points maximum)** – Provide list of equipment available to provide the requested services.

Evaluation Committee:
Clay County will appoint staff to serve on the evaluation committee. The evaluation committee will review, evaluate, and make recommendations regarding the proposals according to the criteria set forth below. The evaluation committee, at its sole discretion, shall have the right to seek written clarifications and/or additional information from vendors, verify information submitted and check references, in order to fully understand and evaluate the proposals.

Evaluation Criteria:
The evaluation shall be based upon the following criteria:

Evaluation and Ranking Criteria	Ranking Weight
Contractor/Staff Qualifications	25 Points
Availability of Contractor/Staff	20 Points
Similar/Related Experience	20 Points
Price	20 Points
Equipment	15 Points
	100 Points

Contact	Origin	Subscription Created
904junkremoval@gmail.com	Upload	04/08/2022 02:33 PM EDT
affordablejunkremovaljax@gmail.com	Signup Builder	04/11/2022 01:19 PM EDT
alonzopcuts@gmail.com	Signup Builder	04/11/2022 07:00 PM EDT
bonedive7@yahoo.com	Signup Builder	04/24/2022 02:39 PM EDT
dsbconner@gmail.com	Signup Builder	04/11/2022 01:00 PM EDT
garrett@wasteregulators.com	Upload	04/08/2022 03:24 PM EDT
grangerhj2010@yahoo.com	Signup Builder	04/11/2022 11:17 PM EDT
hjgrangerremoval@yahoo.com	Upload	04/08/2022 02:33 PM EDT
jackson@elev8jax.com	Signup Builder	04/12/2022 01:28 PM EDT
melanie@wasteregulators.com	Upload	04/08/2022 03:24 PM EDT
nixonoutdoorservices@gmail.com	Upload	04/15/2022 10:13 AM EDT
patrickf@challengeenterprises.org	Signup Builder	04/15/2022 12:33 PM EDT
pbpaint@yahoo.com	Signup Builder	04/11/2022 11:38 AM EDT
pouria@standupguys.biz	Upload	04/08/2022 02:33 PM EDT
rcassidy@jdog.com	Upload	04/08/2022 02:33 PM EDT
tkhaulinginc@gmail.com	Upload	04/08/2022 02:33 PM EDT
whitenerstractor@gmail.com	Direct	04/11/2022 12:39 PM EDT

	Product/Service	Attention of:	Address	City	State		Email Address
J B Coxwell Contracting Inc	debris removal, tree trimn	Chip Patterson	6741 Lloyd	Jacksonville	FL	904-786-1120	chipp@jbcoxwell.com
R B Baker Construction	debris removal	Elmer	125 Internat	St Augustine	FL	904-219-3671	elmer@rbbaker.com
Garner Environmental Services	debris removal	Curtis Galloway	1717 W 13tl	Deer Park	TX	281-930-1200	cgalloway@garner-es.com
Just Another Day LLC	debris removal	Glynn Reeder	13760 SR 2	Starke	FL		gambler3365@yahoo.com
Janus Group Holdings LLC	debris removal,site pre	Joseph Birt	1804 North	Middleburg	FL	904-993-0565	jbirt1845@gmail.com
Construction & Eng Svcs Consultants	debris removal	Pamela Toms	9432 Baym	Jacksonville	FL	904-652-1186	ptoms@candesconsults.com
TFR Enterprises Inc	debris removal & dispo	Tiffany Jean	601 Leande	Leander	TX	512-260-3322	tiffany@tfrinc.com
Jdog Junk Removal & Hauling	demolition, junk remov	Michael Getka	119 Watts	Jacksonville	FL	904-342-9883	rcassidy@jdog.com
Wrap It Up Junk Removal LLC	debris & junk removal	Anthony Knightc	7749 Norm	Jacksonville	FL	904-274-2808	anthony@wrapitupmovers.com
First Choice Junk Haulers	junk hauling & remova	Seth Hawes	134 Sorrel	Middleburg	FL	904-207-3660	sethhawes99@gmail.com
Waste Regulators	junk hauling & remova	Garrett				904-955-2513	garrett@wasteregulators.com
Wizard Junk Removal	junk hauling & removal						contact@junkwizard.com
TK Hauling Inc	junk hauling & removal		24220 Lorr	Orange Park	FL		tkhaulinginc@gmail.com
Standup guys	junk hauling & removal		4720 Salisb	Jacksonville	FL	904-344-3820	pouria@standupguys.biz
904 Junk Removal	junk hauling & removal						904junkremoval@gmail.com
H J Granger & Sons Removal Services L	junk hauling & removal		631 Wyndh	Orange Park	FL	904-298-5441	hjgrangerremoval@yahoo.com
North Florida Dock Services	junk hauling & remova	Charles Hodges					northfloridadock@gmail.com
B & M Construction & Hauling	junk hauling & remova	Dale Carter					bandmconstruction@att.net
Conner Construction & Demolition	construction, roofing, c	David Conner	4839 Hwy	Green Cove	FL	904-810-8615	dsbconner@gmail.com

Clay County Agreement/Contract No. 2021/2022 – _____

AGREEMENT FOR CDBG JUNK/DEBRIS REMOVAL SERVICES

This Agreement for CDBG Junk/Debris Removal Services ("Agreement") is made and entered into as of the ____ day of May, 2022 ("Effective Date") between 904 Junk Removal, LLC, a Florida Limited Liability Company ("Contractor"), and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County has been designated an Entitlement Grantee as a "Qualified Urban County" by the United States Department of Housing and Urban Development (HUD), which entitles the County to receive an annual allocation of Community Development Block Grant (CDBG) Funds directly from HUD to implement housing and community development projects throughout the County; and

WHEREAS, HUD requires the development and submission of a Consolidated Plan, which shall include an Annual Action Plan, a Citizen Participation Plan, an Analysis of Impediments to Fair Housing Choice, and a Residential Anti-Displacement and Relocation Assistance Plan; and

WHEREAS, as an Entitlement Grantee, the County will receive CDBG Funds annually through formula allocation by HUD, and with these funds, the County will work to promote affordable housing initiatives and create a suitable living environment for low- to moderate income households; and

WHEREAS, on September 28, 2021, the Board of County Commissioners of Clay County, Florida approved Resolution No. 2020/2201-113 amending Resolution 20/21-91, approving the substantial amendments to the County's 2021-2025 CDBG Consolidated Plan, the FY 2021-2022 Annual Action Plan and the Citizen Participation Plan, and approving the amended proposed allocations of CDBG entitlement funds estimated for FY 2021-2022; and

WHEREAS, the County and HUD entered into a Funding Approval/Grant Agreement with a Program Year Start Date of October 1, 2021 related to the use of CDBG Funds approved for use by the County during FY 2021-2022; and

WHEREAS, the County issued a Request for Proposals, RFP No.: 21/22-33 ("RFP"), to engage a contractor to provide junk and debris removal for various homes and residences throughout Clay County that are eligible for services through the CDBG Program on an as needed basis; and

WHEREAS, the Contractor responded to the RFP with a proposal to offer the requested services ("Contractor's Response"); and

WHEREAS, the County evaluated and ranked the qualifications submitted, and the County selected the Contractor based on the Contractor's Response and approved ranking; and

WHEREAS, the Contractor is qualified and has experience in providing the requested services; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFP including all requirements and attachments incorporated into the RFP and the Contractor's Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1. The Contractor shall furnish and deliver all material and equipment and perform all the work, labor, and supervision required to provide junk and debris removal on an as-needed basis for various homes and residences throughout Clay County in accordance with the RFP Scope of Work attached hereto as **Attachment A** and incorporated herein by reference. "Services" shall mean the scope of work to be provided, services rendered, or supplies, materials, equipment and the like delivered, provided, or installed under this Agreement. The Services shall be performed for households and residences that are eligible for services through the CDBG Program, which is made available through a federal allocation of funds from HUD.

1.2. All Services shall be assigned by the County to the Contractor via a Purchase Order and/or Task Authorization which will set forth the Services being authorized for the Contractor to perform along with the location, final completion date, and other pertinent details related to the Services. Any Services performed by the Contractor prior to the issuance of a Purchase Order and/or Task Authorization are at the sole risk of the Contractor and are not subject to payment by the County.

1.3. For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Victoria Hapner, Community and Social Services Manager, or designee.

1.4. In providing the Services, the Contractor must:

A. Be familiar with the Services, requirements, and the conditions under which the Services are to be completed.
B. Provide all temporary signs, marking and traffic control when required and/or requested by the County.
C. Coordinate work days and hours with the Project Manager.
D. Meet and/or communicate with the Project Manager as needed and as requested by the Project Manager to review the status of the Services, critical activities, and overall performance.

E. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County.

1.5. In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to perform all Services under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement, including, but not limited to providing supervisory personnel at the location(s) where Services are being performed. The Contractor shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks. Upon the Project Manager's request, the Contractor shall submit in writing the names of key/supervisory personnel assigned to the Services.

1.6. The Services are subject to inspection by the County. If on inspection, the Services are found to be deficient and/or unsatisfactory as determined by the County, the Project Manager shall notify the Contractor of those deficiencies. The Contractor shall have forty-eight (48) hours to correct the stated deficiencies, weather permitting ("Remedial Services"). Upon completion of Remedial Services, the Contractor shall notify the Project Manager that all Remedial Services have been completed. If the County determines that deficiencies remain, the Contractor shall be notified and the corrective Remedial Services shall be repeated. If the Remedial Services are not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the Contractor's next Invoice. This assignment of Services may be made without declaring the Contractor in default of the Agreement.

1.7. The Contractor shall perform the Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").

1.8. In performance of the Services, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services. Additionally, the Contractor must comply with Occupational Safety and Health Act (OSHA) rules, ordinances, laws, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

1.9. The County, by virtue of this Agreement, gives the Contractor no guarantee of any services or any specific amount of services or Purchase Orders/Task Authorizations that may be issued or assigned during the term of this Agreement.

1.10. The County may conduct performance evaluations at any time during performance of the Services or soon after the completion of any Services to ensure compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

SECTION 2. ADDITIONAL WORK AND FEES

2.1. If the County identifies or the Contractor recommends any additional work, materials, or services to be provided by the Contractor that are not covered under this Agreement but are beneficial to the County, such additional work, materials, or services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

SECTION 3. TERM AND TIMELY PERFORMANCE

3.1. The term of this Agreement shall commence on the Effective Date and shall continue through September 30, 2022. The Agreement may be extended and/or renewed upon subsequent written agreement of the parties subject to funding approval/grant agreement by HUD for CDBG Funds, and if the County deems it to be in the County's best interest to do so.

3.2. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of any assigned Services. The Contractor agrees to timely perform all assigned Services in accordance with this Agreement and the Purchase Order and/or Task Authorization issued for the Services.

SECTION 4. PAYMENT FOR WORK

4.1. Payments will be made by the County to the Contractor for all Services actually authorized and performed under a Purchase Order and/or Task Authorization on a per ton basis at the prices set forth in the Price Sheet attached hereto as **Attachment B** and incorporated herein by reference, upon presentation of an Invoice submitted to the County in accordance with Section 5. The County reserves the right to add, delete, and/or modify the items listed in the Price Sheet along the right to negotiate additional items as needed.

4.2. The price per ton shall include any and all costs, fees, and charges associated with providing all material, labor, equipment, and any other additional charges, including, but not limited to, collection, hauling, disposal, and any other costs associated with performance of the Services. The County shall not be charged for any costs other than those listed in the Price Sheet unless authorized in writing by the County.

SECTION 5. PAYMENT PROCEDURES

5.1. As used in this Section, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

5.2. The Contractor shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Services done or completed. Invoices shall be signed by the Contractor and must include the following information and items:

1) The Contractor's name, address and phone number, including payment remittance address.

2) The Invoice number and date.

3) Reference to the Agreement by its title and number as designated by the County and Purchase Order and/or Task Authorization number.

4) The period of the Services covered by the Invoice.

5) The total amount of payment requested and proof of load tickets.

6) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.

7) The Contractor must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

5.3. Upon receipt of an Invoice submitted under this Section, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered, installed, performed to determine whether the quality of the Services are as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

5.4. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

5.5. The Parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

5.6. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Services have received their pro rata share of previous periodic payments to the Contractor for all Services completed and materials

supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Services or supplying any of the materials associated with any assigned Services their pro rata shares of the payment for all Services completed and materials supplied. The term "subcontractor", as used herein, shall mean a person(s) or firm(s) that enters into a subcontractor agreement with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services for which partial payment has been made by the County and work done under equipment rental contracts.

5.7. It is agreed and understood that the acceptance of payment for Services by the Contractor shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Services done or material furnished for the Services under this Agreement. Neither the acceptance of the Services nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Services not discovered by the County at the time of inspection. The County retains the right to recover damages for the recovery of defective or deficient Services not discovered by County at the time of inspection. After payment has been made by the County to the Contractor, if the County identifies an obligation under the Agreement that the Contractor has not performed, then the Contractor shall perform the obligation. The County shall reimburse the Contractor for the cost of performing the post final payment obligation only if the County has not previously reimbursed or otherwise paid the Contractor for performing that obligation.

SECTION 6. CHANGE ORDERS

6.1. Change Orders shall only be used when necessary to clarify the Services; to provide for a change in the Services; to provide for an adjustment to the prices; and to provide for a time extension. Prior to requesting approval of a Change Order, the Contractor shall review the costs of any proposals and negotiate in good faith with any affected subcontractors in order to advise the County of the validity and reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County's executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Contractor 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.

6.2. Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County.

Change Orders shall not be used for time extensions requested by the Contractor under circumstances or conditions attributable to the Contractor.

SECTION 7. INSURANCE

7.1. The Contractor shall maintain throughout the term of this Agreement and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	$1,000,000 General Aggregate $1,000,000 Products/Comp.Ops.Agg. $1,000,000 Personal/Advertising Injury $1,000,000 Each Occurrence $ 50,000 Damage to Rented Premises (each occurrence fire) $ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits $100,000 Each Accident $500,000 Disease Policy $100,000 Disease-Each Employee

7.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Services, the Contractor must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, with the exception of Workers' Compensation, shall name **"Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear" as "Additional Insureds."** The Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Services. Contractor shall provide a thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 8. INDEMNIFICATION; SOVEREIGN IMMUNITY

8.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County and the U.S. Department of Housing and Urban Development (HUD) including their

officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, arising out of the Contractor's performance of the Services under this Agreement.

8.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Services and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Services, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

8.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

8.4. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 9. DEFAULT AND TERMINATION

9.1. Default by Contractor. If the Contractor fails to satisfactorily perform any condition, provision, or obligation of this Agreement and/or Purchase Order/Task Authorization; fails to make progress so as to endanger performance under the terms and conditions of this Agreement; fails to perform or begin Services on time or as directed by the Project Manager; fails to perform the Services with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the Services; performs the Services unsuitably or neglects or refuses to remove materials or to perform anew such Services as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the Services, or fails to resume Services which has been discontinued within a reasonable time after notice to do so; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

9.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, expenses, and costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

9.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give twenty (20) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as is specifically authorized in writing by the County.

9.4. Unless directed differently in the Notice of Termination, the Contractor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated work and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

9.5. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.

9.6. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.

9.7. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts

of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

SECTION 10. LIQUIDATED DAMAGES

10.1. The Contractor must adhere to the final completion date set forth in a Purchase Order and/or Task Authorization authorizing the Services. In the event the Services are not fully completed by the final completion date, which may be revised upon written consent of the County, a liquidated damage amount may be enforced as further defined below. The parties agree that such liquidated damages are not a penalty.

10.2. The parties hereto mutually understand and agree that time is of the essence in the performance of the Services and that the County will incur damages if the Services are not completed on time. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform, and complete the Services by the final completion date set forth in the Purchase Order and/or Task Authorization. The parties agree that the total amount of the County's damages, in whole or in part, due to the Contractor's failure to complete the Services, will be difficult, if not impossible, to definitely ascertain and quantify.

10.3. Should the Contractor fail to complete the Services by the final completion date set forth in the Purchase Order and/or Task Authorization authorizing the Services, it is mutually agreed to and understood by both parties that the Contractor shall pay to the County, not as a penalty but as liquidated damages, the sum of **$100.00** per workday for each and every day after the final completion date set forth in the Purchase Order and/or Task Authorization until final completion is achieved. This liquidated damages provision shall apply and remain in full force and effect in the event that the Contractor is terminated by the County for default and shall apply until final completion has been achieved by any completing contractor or County forces. The County shall have the right to apply as payment on such liquidated damages any money that is due to the Contractor by the County. Notwithstanding the foregoing, the Contractor shall have no liability for any liquidated damages due to or arising from (a) any County delay, unless such delay is due to the Contractor's breach hereunder; or (b) the withholding on the part of the County through the Project Manager of any consent, direction or approval required by the County hereunder which causes delay on the part of the Contractor for which the Contractor has delivered to the County written notice describing the delay and its cause; or (c) delays caused by and directly attributable to any event of Force Majeure. The final completion date shall be tolled for a period of time equal to the aggregate of all delays arising under the sentence immediately preceding.

10.4. Permitting the Contractor to continue the Services, or any part of the Services, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due under the Agreement.

10.5. The parties agree that, although such liquidated damages are difficult to ascertain, the above amount has been agreed upon by the parties as the reasonable approximation of the

amount of damages the County would suffer caused by the Contractor's breach addressed above. The County's decision to seek liquidated damages shall not be construed as a waiver of any legal remedies the County may have as to any subsequent default or breach under this Agreement.

10.6. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. AUTHORITY TO SUSPEND WORK

11.1. The County Representative and/or Project Manager shall have the authority to suspend the Services, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Services. Should the County be prevented or enjoined from proceeding with the Services either before or after the start of any Services by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Services will be extended to such reasonable time as the County may determine and will be set forth in writing. In the event of any such suspension, the Contractor shall be paid for all Services actually and timely rendered up to the date of suspension and for all Services so rendered after cessation of the suspension and resumption of the Services. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 12. AUDIT OF CONTRACTOR'S RECORDS

12.1. All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives. The Contractor and any of its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Contractor must make the records available upon request.

12.2. All records connected with this Agreement must be retained for a period of six (6) years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

12.3. Failure of the Contractor or any of its subcontractors to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subcontractor at the option of the County.

SECTION 13. TAXES

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

SECTION 14. APPROPRIATED FUNDS

14.1. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 15. SCRUTINIZED COMPANIES CERTIFICATION

15.1. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 16. PUBLIC RECORDS

16.1. The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

a. Keep and maintain public records required by the County to perform the Services required under the Agreement;

b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

16.2. The Contractor's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

16.3. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

a. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
b. If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
c. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

SECTION 17. SUBCONTRACTORS

17.1. Subcontractors may be utilized in connection with this Agreement only with PRIOR WRITTEN CONSENT from the County, and only for reasonable cause, as judged by the County.

17.2. Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor. The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subcontractors and of persons directly or indirectly employed by them.

17.3. The Contractor shall cause appropriate provisions under this Agreement to be inserted in all subcontractor agreements relative to the Services giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.

17.4. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 18. SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESTORE DAMAGED PROPERTY

18.1. The Contractor shall maintain a safe and secure worksite for the duration of the Services. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Services and secure all equipment, tools, and related materials. It shall be the Contractor's responsibility to ensure that its personnel and all equipment operators are performing Services in a safe manner and in compliance with all applicable state, federal and OSHA rules, ordinances, laws, and regulations.

18.2. The Contractor shall preserve from damage all property, including, but not limited to, structures, utilities, services, roads, fencing, vehicles, landscaping, trees, and shrubbery along the line of the Services, or which is in the vicinity of or is in any way affected by the Services, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. The Contractor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of the County which is damaged by reason of the Contractor's Services on or around such property.

18.3. In case of failure on the part of the Contractor to restore and/or replace such property, or to make good such damage or injury, the County Representative and/or Project Manager may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. Nothing in this provision shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County Representative and/or Project Manager, provided that such property has not been

damaged as a result from the performance of the Services or through fault of the Contractor, its employees or agents.

SECTION 19. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

19.1. The Contractor acknowledges that CDBG Funds will be used by the County to pay for the Services provided under this Agreement.

19.2. The Contractor acknowledges that the County as a recipient of CDBG Funds must complete financial, performance, and compliance reporting as may be required. The Contractor agrees to support the County's efforts to comply with any reporting obligations as required and established by HUD.

19.3. The Contractor agrees to comply with all applicable CDBG requirements including, but not limited to the requirements and conditions attached to the RFP and 24 CFR governing Housing and Urban Development. To the extent applicable to the Services under this Agreement, the Contractor agrees to comply with and shall require all of its subcontractors to comply with the CDBG Requirements attached hereto as **Attachment C**, HUD Federal Labor Standards Provisions attached hereto as **Attachment D**, David Bacon Wage Decision attached hereto as **Attachment E**, and 24 CFR 85.36 – Procurement attached hereto as **Attachment F**.

19.4. The Contractor hereby certifies that the following Certifications executed by the Contractor in its response to the RFP and attached hereto are still valid and are incorporated herein by reference:

- Certification Regarding Debarment, Suspension, and Ineligibility - **Attachment G**
- Anti-Lobbying Certification - **Attachment H**
- Certification of Payments to Influence Federal Transactions - **Attachment I**
- Section 3 Compliance Report: Existing Core Workforce List - **Attachment J**
- Acknowledgement of Terms, Conditions, and Grant Clauses - **Attachment K**

The Contractor agrees to execute any additional certifications or documents that the County and/or HUD may reasonably require.

19.5. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement, and expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontractor agreement.

19.6. If the Contractor enters into any contracts or agreements with any third parties, vendors, subconsultants, subcontractors, etc., then any such contract or agreement must include the provisions as required under this Agreement and must attach and incorporate the Attachments identified in this Agreement.

SECTION 20. PUBLIC ENTITIES CRIMES

20.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

20.2. By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

20.3. In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

20.4. The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 21. NON-DISCRIMINATION

21.1. In performance of this Agreement, the Contractor agrees to comply with the following statues and regulations prohibiting discrimination:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in

employment, public accommodations, transportation, State and local government services, and telecommunications.

SECTION 22. SUSPENSION AND DEBARMENT

22.1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. By execution of this Agreement, the Contractor certifies, that neither it nor its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are presently disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency (see 2 C.F.R. § 180.940 and 2 C.F.R. § 180.935).

22.2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a provision requiring such compliance with these regulations in any lower tier covered transaction it enters into.

22.3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County and the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

SECTION 23. LOBBYING PROHIBITION CERTIFICATION

23.1. In compliance with Section 216.347, Florida Statutes, the undersigned hereby certifies that the Contractor shall not use any funds associated with this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The Contractor further certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

SECTION 24. AMENDMENT OR MODIFICATION OF AGREEMENT

24.1. The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents or Invoices forwarded by the Contractor to the County.

SECTION 25. INDEPENDENT CONTRACTOR

25.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 26. NO ASSIGNMENT

26.1. The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

SECTION 27. NO THIRD-PARTY BENEFICIARIES

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

SECTION 28. FURTHER ASSURANCES

28.1. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Contractor further agrees to execute such documents as the County may reasonably require.

SECTION 29. REMEDIES

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

SECTION 30. GOVERNING LAW AND VENUE

30.1. The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 31. ATTORNEYS' FEES

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

SECTION 32. NOTICE

32.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:	If to County:
904 Junk Removal 459 Charles Pinckney St. Orange Park, FL 32073 Attention: Zach DeCristofaro, Owner	Clay County P.O. Box 1366 477 Houston Street Green Cove Springs, FL 32043 Attention: Howard Wanamaker, County Manager Copy to: Victoria Hapner

In the event that different addresses or representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the of the respective party will be provided to the other party.

SECTION 33. WAIVER

33.1. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 34. SEVERABILITY

34.1. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 35. HEADINGS

35.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 36. COUNTERPARTS

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

SECTION 37. ATTACHMENTS

37.1. All attachments to this Agreement are incorporated by reference as if set out fully herein:

Attachment A	RFP Scope of Work
Attachment B	Price Sheet
Attachment C	CDBG Requirements
Attachment D	HUD Federal Labor Standards Provisions
Attachment E	Davis Bacon Wage Decision
Attachment F	24 CFR 85.36 – Procurement
Attachment G	Certification Regarding Debarment, Suspension, and Ineligibility
Attachment H	Anti-Lobbying Certification
Attachment I	Certification of Payments to Influence Federal Transactions
Attachment J	Section 3 Compliance Report: Existing Core Workforce List
Attachment K	Acknowledgement of Terms, Conditions, and Grant Clauses

SECTION 38. AUTHORITY

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

[Signatures appear on the following page.]

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

904 JUNK REMOVAL, LLC

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Wayne Bolla
Its Chairman

ATTEST:

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

F:\Contract\grant agreements\CDBG\Junk-Debris Removal.doc

ATTACHMENT A
RFP SCOPE OF WORK

RFP NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL

PURPOSE

Clay County is soliciting proposal responses to assist the Development Services Department to provide junk and debris removal for various homes throughout Clay County as needed. No quantities are guaranteed. Services shall be for eligible residents through the Community Development Block Grant Program (CDBG). This program is made available through a federal allocation of funds from the U.S. Department of Housing and Urban Development. The Consolidated Plan and Annual Action Plan can be viewed at:
https://www.claycountygov.com/home/showpublisheddocument/7982/637823262175500000

QUALIFICATION OF PERSONNEL

The Contractor must possess all license(s) required in accordance with the federal, state and county's statutory requirements to perform the work. The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance. Contractor's personnel shall at all times present a neat appearance while performing services.

SCOPE OF WORK

The contractor shall furnish all labor, materials, equipment, tools, supplies, fuel, traffic control costs, permits, and supervision required to complete the work in the scope of this bid. All vehicles and equipment used by the contractor shall be clearly and legibly marked with the contractor's name.

The Contractor shall commence performance within forty-eight (48) hours of receipt of notice to proceed.

Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of the contract. Under no circumstances shall the Contractor mix debris hauled for the county with debris hauled for others under the contract. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations.

For residential property clean-ups, contractor does not need to be a franchise hauler, however, if contractor needs to rent a container, the company that they rent from must be a Clay County Franchise Hauler. A list of Approved Franchise Haulers can be provided upon request.

The collected waste must be taken to the Rosemary Hill Solid Waste Management Facility, 3545 Rosemary Hill Road, Green Cove Springs, Florida 32043, per ordinance.

Items subject to removal shall include but not be limited to:

Municipal Solid Waste - more commonly known as trash or garbage—consists of everyday items we use and then throw away, such as product packaging, furniture, clothing, bottles, food scraps, newspapers, etc. Basically, waste that comes from our homes.

White Goods - inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic large appliances.

Yard Trash - vegetative matter including but not limited to grass clippings, leaves, twigs, etc., from lawn and landscape maintenance. Yard Trash does not include Land Clearing Debris of any sort or from any source.

Waste Tires - any tires that are no longer suitable for their original intended purpose because of wear, damage or defect.

Construction and Demolition Debris - materials generally considered insoluble in water and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project. Mixing of Construction and Demolition Debris with other types of Solid Waste, including material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as other than Construction and Demolition Debris.

Types of **waste not accepted** at the Rosemary Hill Facility are:

Biohazardous Waste - any Solid Waste, liquid waste or Infectious Waste which may present a threat of infection to humans and includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste which contain human disease causing agents; used disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the department of health and rehabilitative services represent a significant risk of infection to persons outside the generating facility.

Hazardous Waste – any waste which, because of its concentration, or physical, chemical, or infectious characteristics, may cause or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Examples of Hazardous waste are household chemicals and cleaners, gasoline, motor oil (used or new), all types of paint, fertilizers, insecticides, etc.

Special Waste – waste that requires additional or specific handling for proper disposal, such as batteries (auto, boat, mower, etc.), fluorescent bulbs, ballasts, and electronic waste.

Asbestos

Motor Vehicles

Contractor shall place compacted fill dirt in ruts created by equipment and holes created by removal of junk and debris at the direction of the County Representative.

Junk and debris removal services are subject to inspection by the County. In the event of unsatisfactory work, the Contractor shall re-do necessary correction work within 48 hours of notice.

DAMAGE PREVENTION AND SAFETY

It shall be the contractor's responsibility to ensure that all equipment operators are performing the work in a safe manner. The contractor must comply with all applicable State, Federal and Occupational Safety and Health Act (OSHA) rules, ordinances, laws, and regulations. The County shall be held harmless against any unsafe conditions and contractor employee incidents.

The contractor shall use due care to avoid damaging property associated with, adjacent to or in any way affected by the work being performed. Included in this provision are items such as landscaping, fencing, vehicles, buildings and other items which may be located on the premises. The County's project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

WORK HOURS

Work shall be performed during daylight hours Monday through Friday. The Contractor shall manage dumpsite operations to coincide with hauling operation during daylight hours.

TERM

Term for these services shall end September 30, 2022 with the option of a possible time extension, depending on grant approval.

LIQUIDATED DAMAGES

The Contractor shall be assessed Liquidated Damages (LD) of $100.00 for each day past final completion date set by the contract.

BID AWARD

Award will be made to one or more debris removal contractors based on RFP responses received and volume of work.

PAYMENT

Contractor may request payment no more than once monthly based on the actual quantities of work performed and accepted. Payment will not be made without proof of load tickets.

ADDITONAL SERVICES AND FEES

If the County and/or Contractor identifies any additional services to be provided by Contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Contractor.

REFERENCES

Provide three (3) references for work completed on similar projects using the form attached to this document.

ATTACHMENT B
PRICE SHEET

BID NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL
PRICE SHEET

PRICES PER TON BELOW INCLUDE COLLECTION, HAULING AND DISPOSAL

1) Municipal Solid Waste (Price Per Ton): $ 200.00
2) White Goods (Price Per Ton): $ 200.00
3) Yard Trash (Price Per Ton): $ 180.00
4) Waste Tires (Price Per Ton): $ 400.00
5) Construction and Demolition Debris (Price Per Ton): $ 180.00
6) Fill Dirt (Price Per CY): $ 200.00

Total of (1 – 6) above: $ 1360.00

Above prices shall serve as a guideline. The County reserves the right to negotiate additional items as needed per project.

Total Bid (in words): Thirteen Hundred Sixty Dollers

CONTRACT EXECUTION INFORMATION:

COMPANY NAME: 904 Junk Removal

DESIGNATED SIGNEE: Zach DeCristofaro

MAILING ADDRESS: 459 Charles Pinckney St
Orange Park FL 32073

EMAIL: 904junkremoval@gmail.com

ATTACHMENT C
CDBG REQUIREMENTS

CDBG REQUIREMENTS:

1. **ANTI-LOBBYING CLAUSE (Cone of Silence):**

Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Bidder/Proposer maybe declared non-responsible.**

2. **DISADVANTAGED BUSINESS ENTERPRISE (DBE):**

2.1 The County encourages the use of Disadvantaged Business Enterprise Bidder(s) as defined and certified by the State of Florida Department of Transportation (DBE).

2.2 Bidder is requested to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Clay County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

3. **ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY:**

3.1 The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

3.2 The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.

3.3 The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub- contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

3.4 An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

4. RECORDS:

4.1 Retention: The bidder shall maintain such financial records and other records as may be prescribed by Clay County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of three years after final payment, or until they are audited by Clay County, whichever event occurs first.

4.2 Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to: Keep and maintain public records required by the County to perform the service.

4.3 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.

4.4 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

4.5 Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County 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 records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

4.6 Apply by all requirements of the CDBG Supplemental Conditions, Federal Labor Standards Provision, and Section 3.

5. EMPLOYMENT ELIGIBILITY (USING E-VERIFY), AGENCY – VENDORS - CONTRACTORS:

5.1 Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement http://www.dhs.gov/E-verify ; and

5.2 Shall expressly require any contractors/consultants and subcontractors/consultants performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/consultant and subcontractor/consultant during the Agreement term.

6. CLEAN AIR ACT:

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

7. ENERGY POLICY AND CONSERVATION ACT:

CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

8. TERMINATION FOR CAUSE AND/OR CONVENIENCE

8.1 The County, by written notice to the CONSULTANT/CONTRACTOR/VENDOR, may terminate this Agreement with or without cause (for convenience), in whole or in part, when the County determines in its sole discretion that it is in the County's best interest to do so. In the event of termination, the CONSULTANT/CONTRACTOR/VENDOR will not incur any new obligations for the terminated portion of the Agreement after the CONSULTANT/CONTRACTOR/VENDOR has received notification of termination.

8.2 If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

9. DEBARMENT AND SUSPENSION

9.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

9.2 The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

9.3 This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Clay County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

9.4 The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT

With respect to all construction contracts and subcontracts over two thousand dollars ($2,000) at least partly financed by a loan or grant from the Federal Government, and including contracts for actual construction, alteration and/or repair, including painting and decorating, the following provisions shall apply.

i. Minimum wages – (i) All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis - Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to

the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its sub- CONTRACTORS at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

4. With respect to helpers as defined in 29 C.F.R. 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of

receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (ii) (B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

ii. Withholding - CCBOCC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under the Contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any sub-CONTRACTOR the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, CCBOCC may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

iii. Payrolls and basic records - Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash

equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The CONTRACTOR shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to CCBOCC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all sub- CONTRACTORS.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub- CONTRACTOR or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage

rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c) (i) (B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or sub- CONTRACTOR to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The CONTRACTOR or sub- CONTRACTOR shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or sub-CONTRACTOR fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

iv. Apprentices and trainees – (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than

that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or sub- CONTRACTOR 's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(II) Trainees - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

i. Compliance with Copeland Act requirements. The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the Contract.

vi. Subcontracts. The CONTRACTOR or sub- CONTRACTOR shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub- CONTRACTORS to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any sub- CONTRACTOR or lower tier sub-CONTRACTOR with all the Contract clauses in 29 C.F.R. 5.5.

vii. Contract termination: debarment. A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a sub- CONTRACTOR as provided in 29 C.F.R. 5.12.

viii. Compliance with Davis - Bacon and Related Act requirements. All rulings and interpretations of the Davis - Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the Contract.

ix. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general dispute's clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub- CONTRACTORS) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

x. Certification of eligibility – (i) By entering into the Contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(ii) No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal

Code, 18 U.S.C. 1001.

11. Contractor must be registered in Sam.gov for any federally funded project.

ATTACHMENT D
HUD FEDERAL LABOR STANDARDS PROVISIONS

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at **https://www.dol.gov/agencies/whd/forms** or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

(6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

(7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of Eligibility.**

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of **$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

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

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

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT E
DAVIS BACON WAGE DECISION

"General Decision Number: FL20220058 02/25/2022

Superseded General Decision Number: FL20210058

State: Florida

Construction Type: Residential

County: Clay County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ENGI0673-009 05/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crawler Crane, Hydro Crane, Locomotive Crane, Tower Crane, Truck Crane	$ 32.62	12.00
Gantry Crane, Bridge Crane	$ 28.81	12.00
Oiler	$ 27.08	12.00

PLUM0234-003 09/01/2020

	Rates	Fringes
PLUMBER, Including HVAC Pipe Installation	$ 31.09	15.45

SHEE0435-006 04/01/2021

	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct Installation)	$ 26.41	15.19

---

* SUFL2009-097 06/08/2009

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER, Excludes Drywall Hanging, and Form Work	$ 14.14 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 12.97 **	0.00
DRYWALL FINISHER/TAPER	$ 16.13	0.00
DRYWALL HANGER	$ 12.35 **	0.00
ELECTRICIAN	$ 11.79 **	0.00
FLOOR LAYER: Carpet	$ 10.00 **	0.00
FORM WORKER	$ 12.00 **	0.46
HVAC MECHANIC (Installation of HVAC Duct)	$ 13.99 **	0.00
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL	$ 9.00 **	0.00
LABORER: Asphalt Raker	$ 10.12 **	0.00
LABORER: Common or General	$ 9.00 **	0.00
LABORER: Mason Tender - Brick	$ 11.51 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.46 **	0.00
LABORER: Pipelayer	$ 11.93 **	0.00
LABORER: Roof Tearoff	$ 9.00 **	0.00

LABORER: Landscape and Irrigation	$ 8.05 **	0.00
LATHER	$ 14.20 **	0.00
OPERATOR: Asphalt Paver	$ 11.63 **	0.00
OPERATOR: Backhoe Loader Combo	$ 17.04	0.00
OPERATOR: Backhoe/Excavator	$ 12.72 **	0.00
OPERATOR: Bulldozer	$ 12.40 **	0.00
OPERATOR: Distributor	$ 11.41 **	0.00
OPERATOR: Forklift	$ 17.50	0.00
OPERATOR: Grader/Blade	$ 15.50	0.00
OPERATOR: Loader	$ 12.75 **	0.00
OPERATOR: Roller	$ 10.59 **	0.00
OPERATOR: Screed	$ 10.93 **	0.00
OPERATOR: Trackhoe	$ 15.68	0.00
OPERATOR: Tractor	$ 10.20 **	0.00
PAINTER, Includes Brush, Roller and Spray (Excludes Drywall Finishing/Taping)	$ 10.68 **	0.00
PLASTERER	$ 15.10	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs)	$ 9.68 **	0.00
ROOFER: Metal Roof	$ 16.99	0.00
TILE SETTER	$ 12.46 **	0.00
TRUCK DRIVER, Includes Dump Truck	$ 10.62 **	0.00
TRUCK DRIVER: Lowboy Truck	$ 12.14 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISIO"

ATTACHMENT F
24 CFR 85.36 – PROCUREMENT

24 CFR 85.36 -Procurement

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and sub grantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

(1) Grantees and sub grantees **will use their own procurement procedures** which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and sub grantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and sub grantees **will maintain a written code of standards of conduct** governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, **real or apparent**, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and sub grantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and sub grantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and sub grantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and sub grantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and sub grantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and sub grantees ***will maintain records*** sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: ***rationale for the method***

of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and sub grantees will use time and material type contracts *only* -

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and sub grantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or sub grantee of any contractual responsibilities under its contracts. **Federal agencies will not substitute their judgment for that of the grantee or sub grantee unless the matter is primarily a Federal concern.** Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and sub grantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protester must exhaust all administrative remedies with the grantee and sub grantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or sub grantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or sub grantee.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and sub grantees will conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, **a brand name or equal description** may be used as a means to define the performance or other salient requirements of a procurement. **The specific features of the named brand which must be met by offerors shall be clearly** stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and sub grantees will ensure that all pre qualified lists of persons, firms, or products which are

used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and sub grantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed -

(1) ***Procurement by small purchase procedures.*** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at $100,000). If small purchase procurements are used, price or rate quotations will be obtained from an adequate number of qualified sources.

(2) ***Procurement by sealed bids (formal advertising).*** Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in 85.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) ***Procurement by competitive proposals.*** The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and sub grantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and sub grantees may use competitive proposal

procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) ***Procurement by noncompetitive proposals*** is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.

(iii) Grantees and sub grantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract Cost And Price

(1) Grantee and sub grantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offerer is required to submit the elements of his estimated cost, e.g., under professional consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and the sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price on a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgranteesd will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (&85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and sub grantees must make available, upon request of the awarding agency, technical

specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or sub grantee desires to have the review accomplished after a solication has been developed, the awarding agency may stillreview the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and sub grantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc., when:

(i) A grantee's or sub grantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or sub grantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or sub grantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(ii) A grantee or sub grantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self certification procedure, awarding agencies may wish to rely on written assurances from the grantee or sub grantee that it is complying with these standards. A grantee or sub grantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions.

A grantee's and sub grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract

terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or sub grantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 . 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40

U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years aftergrantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Enviromental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000.)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

***** END OF DOCUMENT ****

ATTACHMENT G
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The Consultant certifies that:

1. This Contract is a covered transaction for purposes of2 CFR, Part 180. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR I80.905) are excluded (defined at 2 CFR 180.940) ordisqualified (defined at 2 CFR 180.935).

2. The Consultant must comply with 2 CFR Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 CFR Part 180, subpart C, in additionto remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

4. The Consultant agrees to comply with the requirements of2 CFR Part 180, subpart C while this proposal is valid and throughout the period of any contract that may arise from this proposal. The Consultant further agrees to include a provision requiring such compliance in itslower tier covered transactions, including submission to Consultant of this Certification completed by its subconsultants.

FIRM NAME: 904 Junk Removal

ADDRESS: 459 Charles Pinckney St. Orange Park FL 32073

FIRM'S AUTHORIZED OFFICIAL:

Zach DeCristoforo	Owner		21 April 22
Name	Title	Signature	Date

ATTACHMENT H
ANTI-LOBBYING CERTIFICATION

ANTI-LOBBYING CERTIFICATION

The undersigned Consultant certifies, to the best of his or her knowledge, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

The Consultant, Zach DeCristoforo | 904 Junk Removal, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Firm's Authorized Official

Zach DeCristoforo Owner

Name and Title of Firm's Authorized Official

21 April 22

Date

ATTACHMENT I
CERTIFICATION OF PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS

RFP No. 21/22-33, CDGB – Junk/Debris Removal

Certification of Payments to Influence Federal Transactions

HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Zach DeCristofaro — Owner

Name of Authorized Official — Title

Signature — 21 April 22

Date

ATTACHMENT J
SECTION 3 COMPLIANCE REPORT: EXISTING CORE WORKFORCE LIST

RFP No. 21/22-33, CDGB - Junk Debris Removal

Section 3 Compliance Report
Existing Core Workforce List

Review the information below and check all that apply:

☒ We have not hired any new employees as a result of the award of contract.
☐ We have hired _____ employees since the award of contract.
☐ The number of newly hired employees that meet Section 3 criteria is _____.

For any newly hired positions since the award of contract, we have taken one or more of the following recruitment steps to hire employees who live within Clay County and who meet Section 3 criteria: (check all the apply)

☐ Advertised to fill vacancies in a local newspaper.
☐ Posted vacancies prominently at the job site.
☐ Placed signs or posters announcing vacancies at the local public housing authorities in Clay County.
☐ Distributed employment flyers in locations accessible to Section 3 Residents.
☐ Posted employment flyers in various locations within Clay County.
☐ Kept a log of all applications and for every position created by this project.
☐ Retain copies of employment applications completed by Section 3 resident.
☐ Other – Please provide details _____

NA

By my signature below I am certifying the information provided herein is true and correct to the best of my knowledge.

Print name: Zach DeCristofoe

Signature: _____ Date: 21 April 22

Title: Owner

ATTACHMENT K
ACKNOWLEDGEMENT OF TERMS, CONDITIONS, AND GRANT CLAUSES

RFP No. 21/22-33, CDGB - Junk/Debris Removal

Acknowledgement of Terms, Conditions and Grant Clauses

Flow Down of Terms and Conditions from the Grant Agreement

Subcontracts: If the vendor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Department for review and approval. The vendor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

Certification
On behalf of my firm, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

Vendor/Contractor Name 904 Junk Removal Date 21 April 22

Authorized Signature

Address 459 Charles pinckney St Orange Park FL 32073

Solicitation/Contract # 21/22-33, CDGB - Junk/Debris Removal

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Finance & Audit Committee DATE:

FROM: Karen Smith Administrative
and Contractual Services

SUBJECT:
1) Approval to post notice of intent and award Bid No. 21/22-34, CDBG - Demolition & Removal Services to Conner Construction and Demolition at the individual rates provided in the proposal. Approval will be effective after the 72 hour period of protest has expired.

2) Additional approval of the accompanying Agreement with Conner Construction and Demolition at the specified rates listed in Attachment B. Services under this agreement will be assigned by Task Order/Purchase Order. Services must be completed by September 30, 2022 unless an extension is approved.

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
Services under this Bid are related to the CDBG Entitlement Funding Program and provides for demolition and removal of mobile homes and related service. Individual task will be issued by task order/purchase orders utilizing the fees listed within the Agreement for approved applicants. This Program is made available through a federal allocation of funds from the U.S. Department of Housing and Urban Development.

Bid invitation sent to 51 Vendors with 1 bid received

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
Yes

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

Account # FD1065-CC1233-PRJ100378-GR010074-SC583000	Amount - Based on unit prices as needed

Sole Source (Yes\No): **No**	Advanced Payment (Yes\No): **No**

Planning Requirements:
Public Hearing Required (Yes\No):
No

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Memo - Rec / score / scope / email list	Cover Memo	5/11/2022	Memo_-_bid_backupada.pdf
	Agreement	Cover Memo	5/19/2022	Demo_and_Removal_Agreement_Conner_Constructionuada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	5/18/2022 - 1:58 PM	Item Pushed to Agenda

BID RECOMMENDATION

Bid No. 21/22-34, CDBG - Demolition & Removal Services

BIDDERS	BID TOTAL
Conner Construction and Demolition	312.50 per Ton Demo
	16.50 per CY Fill Dirt

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME	TITLE
Victoria Hapner	Community Services Director

FUNDING SOURCE: CDBG Fund / CDBG 21-27 / Other Aids (Individuals)

RECOMMENDATION:

Recommend award to Conner Construction and Demolition

If only one bid is received, state reason why accepted and not re-bidding:

BID NO. 21/22-34, CDBG - DEMOLITION & REMOVAL SERVICES
PRICE SHEET

1) Mobile Homes Demolition and Debris Disposal (Price Per Ton): $ 312.50

2) Fill Dirt (Price Per CY): $ 16.50

Total of (1 + 2) above: $ 329.00

***Individual projects will be subject to further negotiation if necessary based on condition or needs outside of what is anticipated in this bid.**

Total Bid (in words): THREE HUNDRED TWENTY-NINE AND 00/100

Bids require a (5%) bid bond based on total above and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

CONTRACT EXECUTION INFORMATION:

COMPANY NAME: Conner Construction AND DEMOLITION

DESIGNATED SIGNEE: David Conner

MAILING ADDRESS: 4839 Hwy 17 SOUTH
GREEN COVE SPRINGS FL 32043

EMAIL: dsbconner@gmail.com

BID NO. 21/22-34, CDBG - DEMOLITION & REMOVAL SERVICES

CORPORATE DETAILS:

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: CONNER CONSTRUCTION AND DEMOLITION

ADDRESS: 4839 Hwy 17 SOUTH
GREEN COVE SPRINGS FL 32043

TELEPHONE: 904.810.8615

FAX #:

E-MAIL: dsbconner@gmail.com

Name of Person submitting Bid: DAVID CONNER

Title: OWNER

Signature: David Conner

Date: 23 APRIL 2022

ADDENDA ACKNOWLEDGMENT:
Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

BID NO. 21/22-34, CDBG - DEMOLITION & REMOVAL SERVICES

PURPOSE

Clay County is soliciting bid responses to assist the Development Services Department to provide demolition and removal services for various mobile homes throughout Clay County as needed. No quantities are guaranteed. Services shall be for eligible residents through the Community Development Block Grant Program (CDBG) This program is made available through a federal allocation of funds from the U.S. Department of Housing and Urban Development. The Consolidated Plan and Annual Action Plan can be viewed at: https://www.claycountygov.com/home/showpublisheddocument/7982/637823262175500000

QUALIFICATION OF PERSONNEL

The Contractor must possess all license(s) required in accordance with the federal, state and county's statutory requirements to perform the work. The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance. Contractor's personnel shall at all times present a neat appearance while performing services.

SCOPE OF WORK

The contractor shall furnish all labor, materials, equipment, tools, supplies, fuel, traffic control costs, and supervision required to complete the work. All vehicles and equipment used by the contractor shall be clearly and legibly marked with the contractor's name.

The Contractor shall commence performance within forty-eight (48) hours of receipt of notice to proceed.

Contractor is responsible for any/all required demolition permits required by local authorities and ordinances.

Contractor is responsible to legally dispose of all items at the Rosemary Hill Solid Waste Management Facility, 3545 Rosemary Hill Road, Green Cove Springs, Florida 32043, per ordinance.

Mobile homes to be demolished will be unoccupied.

Contractor shall supply County with copy of landfill disposal receipts.

Contractor shall place compacted fill dirt in ruts created by equipment and holes created by removal of structures at the direction of the County Representative.

Individual projects are subject to further negotiation of scope of work and fee based on condition or needs outside of what is anticipated in this bid.

DAMAGE PREVENTION AND SAFETY

It shall be the contractor's responsibility to ensure that all equipment operators are performing the work in a safe manner. The contractor must comply with all applicable State, Federal and Occupational Safety and Health Act (OSHA) rules, ordinances, laws, and regulations. The County shall be held harmless against any unsafe conditions and contractor employee incidents.

The contractor shall conduct all demolition operations safely to prevent injury to people and ensure safe passage of people around demolition area.

The contractor shall use due care to avoid damaging property associated with, adjacent to or in any way affected by the work being performed. Included in this provision are items such as landscaping, fencing, vehicles, buildings and other items which may be located on the premises. The County's project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

WORK HOURS

Work shall be performed during daylight hours Monday through Friday. The Contractor shall manage disposal operations to coincide with landfill operating hours.

TERM

Term for these services shall end September 30, 2022 with the option of a possible time extension, depending on grant approval.

LIQUIDATED DAMAGES

The Contractor shall be assessed Liquidated Damages (LD) of $100.00 for each day past final completion date set by the contract.

Time for completion of each project will be noted in a work order or purchase order issued per project.

BID AWARD

Bid award will be based on per ton cost on price sheet.

PAYMENT

Contractor may request payment no more than once monthly based on the amount of project work completed. The amount of such payments shall be the total value of the project work done to the date of the pay application.

ADDITONAL SERVICES AND FEES

If the County and/or Contractor identifies any additional services to be provided by Contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Contractor.

REFERENCES

Provide three (3) references for work completed on similar projects using the form attached to this document.

Contact	Origin	Subscription Created
904junkremoval@gmail.com	Upload	04/12/2022 03:51 PM EDT
accounting@bcrinc.com	Upload	04/12/2022 03:51 PM EDT
adruash@aol.com	Upload	04/12/2022 03:51 PM EDT
affordablejunkremovaljax@gmail.com	Signup Builder	04/12/2022 03:51 PM EDT
amber.hobbs@claycountygov.com	Upload	04/12/2022 03:26 PM EDT
amellowship@cpsweep.com	Upload	04/12/2022 03:51 PM EDT
bandmconstruction@att.net	Direct	04/12/2022 03:51 PM EDT
bonedive7@yahoo.com	Signup Builder	04/24/2022 02:39 PM EDT
calusakari@gmail.com	Upload	04/12/2022 03:51 PM EDT
cgalloway@garner-es.com	Upload	04/12/2022 03:51 PM EDT
chris@newtoncustomconstruction.com	Upload	04/12/2022 03:51 PM EDT
coastaldumpcompanyinc@gmail.com	Upload	04/12/2022 03:51 PM EDT
coastalhpp@gmail.com	Upload	04/12/2022 03:51 PM EDT
concretespecialist@aol.com	Upload	04/12/2022 03:51 PM EDT
david.carman99@gmail.com	Upload	04/12/2022 03:51 PM EDT
demoman@cfl.rr.com	Upload	04/12/2022 03:51 PM EDT
dhrinc2013@gmail.com	Upload	04/12/2022 03:51 PM EDT
donna.fish@claycountygov.com	Upload	04/12/2022 03:30 PM EDT
dsbconner@gmail.com	Signup Builder	04/12/2022 03:51 PM EDT
elmer@rbbaker.com	Direct	04/12/2022 03:51 PM EDT
gambler3365@yahoo.com	Upload	04/12/2022 03:51 PM EDT
garlandc@jbcoxwell.com	Direct	04/12/2022 03:51 PM EDT
garrett@wasteregulators.com	Upload	04/12/2022 03:51 PM EDT
gcssupplyfl@gmail.com	Upload	04/12/2022 03:51 PM EDT
gracefullawncare1@outlook.com	Upload	04/12/2022 03:51 PM EDT
hazhomes@gmail.com	Upload	04/12/2022 03:51 PM EDT
hjgrangerremoval@yahoo.com	Upload	04/12/2022 03:51 PM EDT
info@thebggroup.net	Upload	04/12/2022 03:51 PM EDT
janet@carltonconstruction.net	Upload	04/12/2022 03:51 PM EDT
jbibuilders.jax@gmail.com	Upload	04/12/2022 03:51 PM EDT
jbirt1845@gmail.com	Upload	04/12/2022 03:51 PM EDT
katherine.bliss@constructconnect.com	Signup Builder	04/13/2022 01:50 PM EDT
ken.marquis@comcast.net	Upload	04/12/2022 03:51 PM EDT
kurt@4klanddev.com	Upload	04/12/2022 03:51 PM EDT
lynn@perkinsrealty.com	Upload	04/12/2022 03:51 PM EDT
Mfrisbeebwc@gmail.com	Direct	04/12/2022 03:51 PM EDT
mgetka@jdog.com	Upload	04/12/2022 03:51 PM EDT
nixonoutdoorservices@gmail.com	Upload	04/12/2022 03:51 PM EDT
northfloridadock@gmail.com	Upload	04/12/2022 03:51 PM EDT
pouria@standupguys.biz	Upload	04/12/2022 03:51 PM EDT
rcassidy@jdog.com	Upload	04/12/2022 03:51 PM EDT
renata.shedrick@jandjrecycle.com	Upload	04/12/2022 03:51 PM EDT
ronnie@ancientcitycustoms.com	Upload	04/12/2022 03:51 PM EDT
sabrina@legacyclay.com	Upload	04/12/2022 03:51 PM EDT
samantha.radomski@claycountygov.com	Upload	04/12/2022 04:34 PM EDT
sethhawes99@gmail.com	Upload	04/12/2022 03:51 PM EDT

steve@pickettconstruction.com	Upload	04/12/2022 03:51 PM EDT
tdecker@constructionjournal.com	Signup Builder	04/13/2022 12:17 PM EDT
tiffany@tfrinc.com	Signup Builder	04/12/2022 03:51 PM EDT
tkhaulinginc@gmail.com	Upload	04/12/2022 03:51 PM EDT
tweber@arscorp.com	Upload	04/12/2022 03:51 PM EDT
waylonwadewoods@gmail.com	Upload	04/12/2022 03:51 PM EDT
whitenerstractor@gmail.com	Direct	04/12/2022 03:51 PM EDT

	Product/Service	Attention of:	Address	City	State		Email Address
J B Coxwell Contracting Inc	debris removal, tree trimn	Chip Patterson	6741 Lloyd	Jacksonville	FL	904-786-1120	chipp@jbcoxwell.com
R B Baker Construction	debris removal	Elmer	125 Internat	St Augustine	FL	904-219-3671	elmer@rbbaker.com
Garner Environmental Services	debris removal	Curtis Galloway	1717 W 13th	Deer Park	TX	281-930-1200	cgalloway@garner-es.com
Just Another Day LLC	debris removal	Glynn Reeder	13760 SR 2	Starke	FL		gambler3365@yahoo.com
Janus Group Holdings LLC	debris removal,site pre	Joseph Birt	1804 North	Middleburg	FL	904-993-0565	jbirt1845@gmail.com
Construction & Eng Svcs Consultants	debris removal	Pamela Toms	9432 Baym	Jacksonville	FL	904-652-1186	ptoms@candesconsults.com
TFR Enterprises Inc	debris removal & dispo	Tiffany Jean	601 Leande	Leander	TX	512-260-3322	tiffany@tfrinc.com
Jdog Junk Removal & Hauling	demolition, junk remov	Michael Getka	119 Watts	Jacksonville	FL	904-342-9883	rcassidy@jdog.com
Wrap It Up Junk Removal LLC	debris & junk removal	Anthony Knightc	7749 Norm	Jacksonville	FL	904-274-2808	anthony@wrapitupmovers.com
First Choice Junk Haulers	junk hauling & remova	Seth Hawes	134 Sorrel	Middleburg	FL	904-207-3660	sethhawes99@gmail.com
Waste Regulators	junk hauling & remova	Garrett				904-955-2513	garrett@wasteregulators.com
Wizard Junk Removal	junk hauling & removal						contact@junkwizard.com
TK Hauling Inc	junk hauling & removal		24220 Lorr	Orange Park	FL		tkhaulinginc@gmail.com
Standup guys	junk hauling & removal		4720 Salisl	Jacksonville	FL	904-344-3820	pouria@standupguys.biz
904 Junk Removal	junk hauling & removal						904junkremoval@gmail.com
H J Granger & Sons Removal Services L	junk hauling & removal		631 Wyndh	Orange Park	FL	904-298-5441	hjgrangerremoval@yahoo.com
North Florida Dock Services	junk hauling & remova	Charles Hodges					northfloridadock@gmail.com
B & M Construction & Hauling	junk hauling & remova	Dale Carter					bandmconstruction@att.net
Conner Construction & Demolition	construction, roofing, d	David Conner	4839 Hwy	Green Cove	FL	904-810-8615	dsbconner@gmail.com

Clay County Agreement/Contract No. 2021/2022 – _____

AGREEMENT FOR CDBG DEMOLITION AND REMOVAL SERVICES

This Agreement for CDBG Demolition and Removal Services ("Agreement") is made and entered into as of the ____ day of May, 2022 ("Effective Date") between Conner Construction and Demolition, LLC, a Florida Limited Liability Company ("Contractor"), and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County has been designated an Entitlement Grantee as a "Qualified Urban County" by the United States Department of Housing and Urban Development (HUD), which entitles the County to receive an annual allocation of Community Development Block Grant (CDBG) Funds directly from HUD to implement housing and community development projects throughout the County; and

WHEREAS, HUD requires the development and submission of a Consolidated Plan, which shall include an Annual Action Plan, a Citizen Participation Plan, an Analysis of Impediments to Fair Housing Choice, and a Residential Anti-Displacement and Relocation Assistance Plan; and

WHEREAS, as an Entitlement Grantee, the County will receive CDBG Funds annually through formula allocation by HUD, and with these funds, the County will work to promote affordable housing initiatives and create a suitable living environment for low- to moderate income households; and

WHEREAS, on September 28, 2021, the Board of County Commissioners of Clay County, Florida approved Resolution No. 2020/2201-113 amending Resolution 20/21-91, approving the substantial amendments to the County's 2021-2025 CDBG Consolidated Plan, the FY 2021-2022 Annual Action Plan and the Citizen Participation Plan, and approving the amended proposed allocations of CDBG entitlement funds estimated for FY 2021-2022; and

WHEREAS, the County and HUD entered into a Funding Approval/Grant Agreement with a Program Year Start Date of October 1, 2021 related to the use of CDBG Funds approved for use by the County during FY 2021-2022; and

WHEREAS, the County issued a Request for Bids, Bid No.: 21/22-34 ("Bid"), to engage a contractor to provide demolition and removal services for various mobile homes throughout Clay County for eligible residents through the CDBG Program on an as-needed basis; and

WHEREAS, the Contractor responded to the Bid with a proposal to offer the requested services ("Contractor's Response"); and

WHEREAS, the County evaluated Contractor's qualifications, and the County selected the Contractor based on the Contractor's Response; and

WHEREAS, the Contractor is qualified and has experience in providing the requested services; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid including all requirements and attachments incorporated into the Bid and the Contractor's Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1. The Contractor shall furnish and deliver all material and equipment and perform all the work, labor, and supervision required to provide demolition and removal services for various mobile homes throughout Clay County on an as-needed basis in accordance with the Bid Scope of Work attached hereto as **Attachment A** and incorporated herein by reference. "Services" shall mean the scope of work to be provided, services rendered, or supplies, materials, equipment and the like delivered, provided, or installed under this Agreement. The Services shall be performed for eligible residents through the CDBG Program, which is made available through a federal allocation of funds from HUD.

1.2. All Services shall be assigned by the County to the Contractor via a Purchase Order and/or Task Authorization which will set forth the Services being authorized for the Contractor to perform along with the location, final completion date, and other pertinent details related to the Services. Any Services performed by the Contractor prior to the issuance of a Purchase Order and/or Task Authorization are at the sole risk of the Contractor and are not subject to payment by the County.

1.3. For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Victoria Hapner, Community and Social Services Manager, or designee.

1.4. In providing the Services, the Contractor must:

A. Be familiar with the Services, requirements, and the conditions under which the Services are to be completed.
B. Provide all temporary signs, marking and traffic control when required and/or requested by the County.
C. Coordinate work days and hours with the Project Manager.
D. Meet and/or communicate with the Project Manager as needed and as requested by the Project Manager to review the status of the Services, critical activities, and overall performance.

E. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County.

1.5. In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to perform all Services under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement, including, but not limited to providing supervisory personnel at the location(s) where Services are being performed. The Contractor shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks. Upon the Project Manager's request, the Contractor shall submit in writing the names of key/supervisory personnel assigned to the Services.

1.6. The Services are subject to inspection by the County. If on inspection, the Services are found to be deficient and/or unsatisfactory as determined by the County, the Project Manager shall notify the Contractor of those deficiencies. The Contractor shall have forty-eight (48) hours to correct the stated deficiencies, weather permitting ("Remedial Services"). Upon completion of Remedial Services, the Contractor shall notify the Project Manager that all Remedial Services have been completed. If the County determines that deficiencies remain, the Contractor shall be notified and the corrective Remedial Services shall be repeated. If the Remedial Services are not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the Contractor's next Invoice. This assignment of Services may be made without declaring the Contractor in default of the Agreement.

1.7. The Contractor shall perform the Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").

1.8. In performance of the Services, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services. Additionally, the Contractor must comply with Occupational Safety and Health Act (OSHA) rules, ordinances, laws, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

1.9. The County, by virtue of this Agreement, gives the Contractor no guarantee of any services or any specific amount of services or Purchase Orders/Task Authorizations that may be issued or assigned during the term of this Agreement.

1.10. The County may conduct performance evaluations at any time during performance of the Services or soon after the completion of any Services to ensure compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

SECTION 2. ADDITIONAL WORK AND FEES

2.1. If the County identifies or the Contractor recommends any additional work, materials, or services to be provided by the Contractor that are not covered under this Agreement but are beneficial to the County, such additional work, materials, or services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

SECTION 3. TERM AND TIMELY PERFORMANCE

3.1. The term of this Agreement shall commence on the Effective Date and shall continue through September 30, 2022. The Agreement may be extended and/or renewed upon subsequent written agreement of the parties subject to funding approval/grant agreement by HUD for CDBG Funds, and if the County deems it to be in the County's best interest to do so.

3.2. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of any assigned Services. The Contractor agrees to timely perform all assigned Services in accordance with this Agreement and the Purchase Order and/or Task Authorization issued for the Services.

SECTION 4. PAYMENT FOR WORK

4.1. Payments will be made by the County to the Contractor for all Services actually authorized and performed under a Purchase Order and/or Task Authorization at the prices set forth in the Price Sheet attached hereto as **Attachment B** and incorporated herein by reference, upon presentation of an Invoice submitted to the County in accordance with Section 5. The County reserves the right to add, delete, and/or modify the items listed in the Price Sheet along the right to negotiate additional items as needed.

4.2. The unit prices in the Price Sheet shall include any and all costs, fees, and charges associated with providing all material, labor, equipment, and any other additional charges and costs associated with performance of the Services. The County shall not be charged for any costs other than those listed in the Price Sheet unless authorized in writing by the County.

SECTION 5. PAYMENT PROCEDURES

5.1. As used in this Section, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

5.2. The Contractor shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Services done or completed. Invoices shall be signed by the Contractor and must include the following information and items:

1) The Contractor's name, address and phone number, including payment remittance address.

2) The Invoice number and date.

3) Reference to the Agreement by its title and number as designated by the County and Purchase Order and/or Task Authorization number.

4) The period of the Services covered by the Invoice.

5) The total amount of payment requested and landfill disposal receipts as applicable.

6) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.

7) The Contractor must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

5.3. Upon receipt of an Invoice submitted under this Section, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered, installed, performed to determine whether the quality of the Services are as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

5.4. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

5.5. The Parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

5.6. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Services have received their pro rata share of previous periodic payments to the Contractor for all Services completed and materials

supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Services or supplying any of the materials associated with any assigned Services their pro rata shares of the payment for all Services completed and materials supplied. The term "subcontractor", as used herein, shall mean a person(s) or firm(s) that enters into a subcontractor agreement with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services for which partial payment has been made by the County and work done under equipment rental contracts.

5.7. It is agreed and understood that the acceptance of payment for Services by the Contractor shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Services done or material furnished for the Services under this Agreement. Neither the acceptance of the Services nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Services not discovered by the County at the time of inspection. The County retains the right to recover damages for the recovery of defective or deficient Services not discovered by County at the time of inspection. After payment has been made by the County to the Contractor, if the County identifies an obligation under the Agreement that the Contractor has not performed, then the Contractor shall perform the obligation. The County shall reimburse the Contractor for the cost of performing the post final payment obligation only if the County has not previously reimbursed or otherwise paid the Contractor for performing that obligation.

SECTION 6. CHANGE ORDERS

6.1. Change Orders shall only be used when necessary to clarify the Services; to provide for a change in the Services; to provide for an adjustment to the prices; and to provide for a time extension. Prior to requesting approval of a Change Order, the Contractor shall review the costs of any proposals and negotiate in good faith with any affected subcontractors in order to advise the County of the validity and reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County's executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Contractor 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.

6.2. Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County.

Change Orders shall not be used for time extensions requested by the Contractor under circumstances or conditions attributable to the Contractor.

SECTION 7. INSURANCE

7.1. The Contractor shall maintain throughout the term of this Agreement and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	$1,000,000 General Aggregate $1,000,000 Products/Comp.Ops.Agg. $1,000,000 Personal/Advertising Injury $1,000,000 Each Occurrence $ 50,000 Damage to Rented Premises (each occurrence fire) $ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits $100,000 Each Accident $500,000 Disease Policy $100,000 Disease-Each Employee

7.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Services, the Contractor must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, with the exception of Workers' Compensation, shall name **"Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear" as "Additional Insureds."** The Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Services. Contractor shall provide a thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 8. INDEMNIFICATION; SOVEREIGN IMMUNITY

8.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County and the U.S. Department of Housing and Urban Development (HUD) including their

officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, arising out of the Contractor's performance of the Services under this Agreement.

8.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Services and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Services, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

8.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

8.4. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 9. DEFAULT AND TERMINATION

9.1. Default by Contractor. If the Contractor fails to satisfactorily perform any condition, provision, or obligation of this Agreement and/or Purchase Order/Task Authorization; fails to make progress so as to endanger performance under the terms and conditions of this Agreement; fails to perform or begin Services on time or as directed by the Project Manager; fails to perform the Services with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the Services; performs the Services unsuitably or neglects or refuses to remove materials or to perform anew such Services as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the Services, or fails to resume Services which has been discontinued within a reasonable time after notice to do so; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

9.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, expenses, and costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

9.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give twenty (20) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as is specifically authorized in writing by the County.

9.4. Unless directed differently in the Notice of Termination, the Contractor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated work and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

9.5. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.

9.6. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.

9.7. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts

of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

SECTION 10. LIQUIDATED DAMAGES

10.1. The Contractor must adhere to the final completion date set forth in a Purchase Order and/or Task Authorization authorizing the Services. In the event the Services are not fully completed by the final completion date, which may be revised upon written consent of the County, a liquidated damage amount may be enforced as further defined below. The parties agree that such liquidated damages are not a penalty.

10.2. The parties hereto mutually understand and agree that time is of the essence in the performance of the Services and that the County will incur damages if the Services are not completed on time. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform, and complete the Services by the final completion date set forth in the Purchase Order and/or Task Authorization. The parties agree that the total amount of the County's damages, in whole or in part, due to the Contractor's failure to complete the Services, will be difficult, if not impossible, to definitely ascertain and quantify.

10.3. Should the Contractor fail to complete the Services by the final completion date set forth in the Purchase Order and/or Task Authorization authorizing the Services, it is mutually agreed to and understood by both parties that the Contractor shall pay to the County, not as a penalty but as liquidated damages, the sum of **$100.00** per workday for each and every day after the final completion date set forth in the Purchase Order and/or Task Authorization until final completion is achieved. This liquidated damages provision shall apply and remain in full force and effect in the event that the Contractor is terminated by the County for default and shall apply until final completion has been achieved by any completing contractor or County forces. The County shall have the right to apply as payment on such liquidated damages any money that is due to the Contractor by the County. Notwithstanding the foregoing, the Contractor shall have no liability for any liquidated damages due to or arising from (a) any County delay, unless such delay is due to the Contractor's breach hereunder; or (b) the withholding on the part of the County through the Project Manager of any consent, direction or approval required by the County hereunder which causes delay on the part of the Contractor for which the Contractor has delivered to the County written notice describing the delay and its cause; or (c) delays caused by and directly attributable to any event of Force Majeure. The final completion date shall be tolled for a period of time equal to the aggregate of all delays arising under the sentence immediately preceding.

10.4. Permitting the Contractor to continue the Services, or any part of the Services, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due under the Agreement.

10.5. The parties agree that, although such liquidated damages are difficult to ascertain, the above amount has been agreed upon by the parties as the reasonable approximation of the

amount of damages the County would suffer caused by the Contractor's breach addressed above. The County's decision to seek liquidated damages shall not be construed as a waiver of any legal remedies the County may have as to any subsequent default or breach under this Agreement.

10.6. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. AUTHORITY TO SUSPEND WORK

11.1. The County Representative and/or Project Manager shall have the authority to suspend the Services, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Services. Should the County be prevented or enjoined from proceeding with the Services either before or after the start of any Services by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Services will be extended to such reasonable time as the County may determine and will be set forth in writing. In the event of any such suspension, the Contractor shall be paid for all Services actually and timely rendered up to the date of suspension and for all Services so rendered after cessation of the suspension and resumption of the Services. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 12. AUDIT OF CONTRACTOR'S RECORDS

12.1. All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives. The Contractor and any of its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Contractor must make the records available upon request.

12.2. All records connected with this Agreement must be retained for a period of six (6) years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

12.3. Failure of the Contractor or any of its subcontractors to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subcontractor at the option of the County.

SECTION 13. TAXES

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

SECTION 14. APPROPRIATED FUNDS

14.1. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 15. SCRUTINIZED COMPANIES CERTIFICATION

15.1. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 16. PUBLIC RECORDS

16.1. The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

a. Keep and maintain public records required by the County to perform the Services required under the Agreement;

b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

16.2. The Contractor's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

16.3. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

a. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
b. If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
c. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

SECTION 17. SUBCONTRACTORS

17.1. Subcontractors may be utilized in connection with this Agreement only with PRIOR WRITTEN CONSENT from the County, and only for reasonable cause, as judged by the County.

17.2. Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor. The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subcontractors and of persons directly or indirectly employed by them.

17.3. The Contractor shall cause appropriate provisions under this Agreement to be inserted in all subcontractor agreements relative to the Services giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.

17.4. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 18. SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESTORE DAMAGED PROPERTY

18.1. The Contractor shall maintain a safe and secure worksite for the duration of the Services and shall conduct all Services safely to prevent injury to people and to ensure safe passage of people around the demolition area. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Services and secure all equipment, tools, and related materials. It shall be the Contractor's responsibility to ensure that its personnel and all equipment operators are performing Services in a safe manner and in compliance with all applicable state, federal and OSHA rules, ordinances, laws, and regulations.

18.2. The Contractor shall preserve from damage all property, including, but not limited to, structures, utilities, services, roads, fencing, vehicles, landscaping, trees, and shrubbery along the line of the Services, or which is in the vicinity of or is in any way affected by the Services, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. The Contractor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of the County which is damaged by reason of the Contractor's Services on or around such property.

18.3. In case of failure on the part of the Contractor to restore and/or replace such property, or to make good such damage or injury, the County Representative and/or Project Manager may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. Nothing in this provision shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the

County Representative and/or Project Manager, provided that such property has not been damaged as a result from the performance of the Services or through fault of the Contractor, its employees or agents.

SECTION 19. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

19.1. The Contractor acknowledges that CDBG Funds will be used by the County to pay for the Services provided under this Agreement.

19.2. The Contractor acknowledges that the County as a recipient of CDBG Funds must complete financial, performance, and compliance reporting as may be required. The Contractor agrees to support the County's efforts to comply with any reporting obligations as required and established by HUD.

19.3. The Contractor agrees to comply with all applicable CDBG requirements including, but not limited to the requirements and conditions attached to the Bid and 24 CFR governing Housing and Urban Development. To the extent applicable to the Services under this Agreement, the Contractor agrees to comply with and shall require all of its subcontractors to comply with the CDBG Requirements attached hereto as **Attachment C**, HUD Federal Labor Standards Provisions attached hereto as **Attachment D**, David Bacon Wage Decision attached hereto as **Attachment E**, and 24 CFR 85.36 – Procurement attached hereto as **Attachment F**.

19.4. The Contractor hereby certifies that the following Certifications executed by the Contractor in its response to the Bid and attached hereto are still valid and are incorporated herein by reference:

- Certification Regarding Debarment, Suspension, and Ineligibility - **Attachment G**
- Anti-Lobbying Certification - **Attachment H**
- Certification of Payments to Influence Federal Transactions - **Attachment I**
- Affidavit and Certification for Claiming Status as a Section 3 Business **Attachment J**
- Section 3 Compliance Report: Existing Core Workforce List - **Attachment K**
- Acknowledgement of Terms, Conditions, and Grant Clauses - **Attachment L**

The Contractor agrees to execute any additional certifications or documents that the County and/or HUD may reasonably require.

19.5. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement, and expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontractor agreement.

19.6. If the Contractor enters into any contracts or agreements with any third parties, vendors, subconsultants, subcontractors, etc., then any such contract or agreement must include the provisions as required under this Agreement and must attach and incorporate the Attachments identified in this Agreement.

SECTION 20. PUBLIC ENTITIES CRIMES

20.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

20.2. By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

20.3. In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

20.4. The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 21. NON-DISCRIMINATION

21.1. In performance of this Agreement, the Contractor agrees to comply with the following statues and regulations prohibiting discrimination:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in

employment, public accommodations, transportation, State and local government services, and telecommunications.

SECTION 22. SUSPENSION AND DEBARMENT

22.1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. By execution of this Agreement, the Contractor certifies, that neither it nor its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are presently disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency (see 2 C.F.R. § 180.940 and 2 C.F.R. § 180.935).

22.2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a provision requiring such compliance with these regulations in any lower tier covered transaction it enters into.

22.3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County and the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

SECTION 23. LOBBYING PROHIBITION CERTIFICATION

23.1. In compliance with Section 216.347, Florida Statutes, the undersigned hereby certifies that the Contractor shall not use any funds associated with this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The Contractor further certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

SECTION 24. AMENDMENT OR MODIFICATION OF AGREEMENT

24.1. The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents or Invoices forwarded by the Contractor to the County.

SECTION 25. INDEPENDENT CONTRACTOR

25.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 26. NO ASSIGNMENT

26.1. The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

SECTION 27. NO THIRD-PARTY BENEFICIARIES

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

SECTION 28. FURTHER ASSURANCES

28.1. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Contractor further agrees to execute such documents as the County may reasonably require.

SECTION 29. REMEDIES

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

SECTION 30. GOVERNING LAW AND VENUE

30.1. The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 31. ATTORNEYS' FEES

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

SECTION 32. NOTICE

32.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:	If to County:
Conner Construction and Demolition 4839 Highway 17 South Green Cove Springs, FL 32043 Attention: David Conner, Owner	Clay County P.O. Box 1366 477 Houston Street Green Cove Springs, FL 32043 Attention: Howard Wanamaker, County Manager Copy to: Victoria Hapner

In the event that different addresses or representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the of the respective party will be provided to the other party.

SECTION 33. WAIVER

33.1. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 34. SEVERABILITY

34.1. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 35. HEADINGS

35.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 36. COUNTERPARTS

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

SECTION 37. ATTACHMENTS

37.1. All attachments to this Agreement are incorporated by reference as if set out fully herein:

Attachment A	Bid Scope of Work
Attachment B	Price Sheet
Attachment C	CDBG Requirements
Attachment D	HUD Federal Labor Standards Provisions
Attachment E	Davis Bacon Wage Decision
Attachment F	24 CFR 85.36 – Procurement
Attachment G	Certification Regarding Debarment, Suspension, and Ineligibility
Attachment H	Anti-Lobbying Certification
Attachment I	Certification of Payments to Influence Federal Transactions
Attachment J	Affidavit and Certification for Claiming Status as a Section 3 Business
Attachment K	Section 3 Compliance Report: Existing Core Workforce List
Attachment L	Acknowledgement of Terms, Conditions, and Grant Clauses

SECTION 38. AUTHORITY

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

[Signatures appear on the following page.]

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

CONNER CONSTRUCTION AND DEMOLITION, LLC

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Wayne Bolla
Its Chairman

ATTEST:

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

F:\Contract\grant agreements\CDBG\Demo and Removal.doc

ATTACHMENT A
RFP SCOPE OF WORK

BID NO. 21/22-34, CDBG - DEMOLITION & REMOVAL SERVICES

PURPOSE

Clay County is soliciting bid responses to assist the Development Services Department to provide demolition and removal services for various mobile homes throughout Clay County as needed. No quantities are guaranteed. Services shall be for eligible residents through the Community Development Block Grant Program (CDBG) This program is made available through a federal allocation of funds from the U.S. Department of Housing and Urban Development. The Consolidated Plan and Annual Action Plan can be viewed at: https://www.claycountygov.com/home/showpublisheddocument/7982/637823262175500000

QUALIFICATION OF PERSONNEL

The Contractor must possess all license(s) required in accordance with the federal, state and county's statutory requirements to perform the work. The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance. Contractor's personnel shall at all times present a neat appearance while performing services.

SCOPE OF WORK

The contractor shall furnish all labor, materials, equipment, tools, supplies, fuel, traffic control costs, and supervision required to complete the work. All vehicles and equipment used by the contractor shall be clearly and legibly marked with the contractor's name.

The Contractor shall commence performance within forty-eight (48) hours of receipt of notice to proceed.

Contractor is responsible for any/all required demolition permits required by local authorities and ordinances.

Contractor is responsible to legally dispose of all items at the Rosemary Hill Solid Waste Management Facility, 3545 Rosemary Hill Road, Green Cove Springs, Florida 32043, per ordinance.

Mobile homes to be demolished will be unoccupied.

Contractor shall supply County with copy of landfill disposal receipts.

Contractor shall place compacted fill dirt in ruts created by equipment and holes created by removal of structures at the direction of the County Representative.

Individual projects are subject to further negotiation of scope of work and fee based on condition or needs outside of what is anticipated in this bid.

DAMAGE PREVENTION AND SAFETY

It shall be the contractor's responsibility to ensure that all equipment operators are performing the work in a safe manner. The contractor must comply with all applicable State, Federal and Occupational Safety and Health Act (OSHA) rules, ordinances, laws, and regulations. The County shall be held harmless against any unsafe conditions and contractor employee incidents.

The contractor shall conduct all demolition operations safely to prevent injury to people and ensure safe passage of people around demolition area.

The contractor shall use due care to avoid damaging property associated with, adjacent to or in any way affected by the work being performed. Included in this provision are items such as landscaping, fencing, vehicles, buildings and other items which may be located on the premises. The County's project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

WORK HOURS

Work shall be performed during daylight hours Monday through Friday. The Contractor shall manage disposal operations to coincide with landfill operating hours.

TERM

Term for these services shall end September 30, 2022 with the option of a possible time extension, depending on grant approval.

LIQUIDATED DAMAGES

The Contractor shall be assessed Liquidated Damages (LD) of $100.00 for each day past final completion date set by the contract.

Time for completion of each project will be noted in a work order or purchase order issued per project.

BID AWARD

Bid award will be based on per ton cost on price sheet.

PAYMENT

Contractor may request payment no more than once monthly based on the amount of project work completed. The amount of such payments shall be the total value of the project work done to the date of the pay application.

ADDITONAL SERVICES AND FEES

If the County and/or Contractor identifies any additional services to be provided by Contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Contractor.

REFERENCES

Provide three (3) references for work completed on similar projects using the form attached to this document.

ATTACHMENT B
PRICE SHEET

BID NO. 21/22-34, CDBG - DEMOLITION & REMOVAL SERVICES
PRICE SHEET

1) Mobile Homes Demolition and Debris Disposal (Price Per Ton): $ 312.50

2) Fill Dirt (Price Per CY): $ 16.50

Total of (1 + 2) above: $ 329.00

***Individual projects will be subject to further negotiation if necessary based on condition or needs outside of what is anticipated in this bid.**

Total Bid (in words): THREE HUNDRED TWENTY-NINE AND 00/100

Bids require a (5%) bid bond based on total above and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

CONTRACT EXECUTION INFORMATION:

COMPANY NAME: Conner Construction AND DEMOLITION

DESIGNATED SIGNEE: David Conner

MAILING ADDRESS: 4839 Hwy 17 SOUTH
GREEN COVE SPRINGS FL 32043

EMAIL: dsbconner@gmail.com

ATTACHMENT C
CDBG REQUIREMENTS

CDBG REQUIREMENTS:

1. **ANTI-LOBBYING CLAUSE (Cone of Silence):**

Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Bidder/Proposer maybe declared non-responsible.**

2. **DISADVANTAGED BUSINESS ENTERPRISE (DBE):**

2.1 The County encourages the use of Disadvantaged Business Enterprise Bidder(s) as defined and certified by the State of Florida Department of Transportation (DBE).

2.2 Bidder is requested to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Clay County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

3. **ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY:**

3.1 The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

3.2 The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.

3.3 The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub- contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

3.4 An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

4. RECORDS:

4.1 Retention: The bidder shall maintain such financial records and other records as may be prescribed by Clay County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of three years after final payment, or until they are audited by Clay County, whichever event occurs first.

4.2 Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to: Keep and maintain public records required by the County to perform the service.

4.3 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.

4.4 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

4.5 Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County 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 records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

4.6 Apply by all requirements of the CDBG Supplemental Conditions, Federal Labor Standards Provision, and Section 3.

5. EMPLOYMENT ELIGIBILITY (USING E-VERIFY), AGENCY – VENDORS - CONTRACTORS:

5.1 Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement http://www.dhs.gov/E-verify ; and

5.2 Shall expressly require any contractors/consultants and subcontractors/consultants performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/consultant and subcontractor/consultant during the Agreement term.

6. CLEAN AIR ACT:

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

7. ENERGY POLICY AND CONSERVATION ACT:

CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

8. TERMINATION FOR CAUSE AND/OR CONVENIENCE

8.1 The County, by written notice to the CONSULTANT/CONTRACTOR/VENDOR, may terminate this Agreement with or without cause (for convenience), in whole or in part, when the County determines in its sole discretion that it is in the County's best interest to do so. In the event of termination, the CONSULTANT/CONTRACTOR/VENDOR will not incur any new obligations for the terminated portion of the Agreement after the CONSULTANT/CONTRACTOR/VENDOR has received notification of termination.

8.2 If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

9. DEBARMENT AND SUSPENSION

9.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

9.2 The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

9.3 This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Clay County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

9.4 The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT

With respect to all construction contracts and subcontracts over two thousand dollars ($2,000) at least partly financed by a loan or grant from the Federal Government, and including contracts for actual construction, alteration and/or repair, including painting and decorating, the following provisions shall apply.

i. Minimum wages – (i) All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis - Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to

the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its sub- CONTRACTORS at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

4. With respect to helpers as defined in 29 C.F.R. 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of

receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (ii) (B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

ii. Withholding - CCBOCC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under the Contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any sub-CONTRACTOR the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, CCBOCC may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

iii. Payrolls and basic records - Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash

equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The CONTRACTOR shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to CCBOCC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all sub- CONTRACTORS.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub- CONTRACTOR or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage

rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c) (i) (B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or sub- CONTRACTOR to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The CONTRACTOR or sub- CONTRACTOR shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or sub-CONTRACTOR fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

iv. Apprentices and trainees – (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than

that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or sub- CONTRACTOR 's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(II) Trainees - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

i. Compliance with Copeland Act requirements. The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the Contract.

vi. Subcontracts. The CONTRACTOR or sub- CONTRACTOR shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub- CONTRACTORS to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any sub- CONTRACTOR or lower tier sub-CONTRACTOR with all the Contract clauses in 29 C.F.R. 5.5.

vii. Contract termination: debarment. A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a sub- CONTRACTOR as provided in 29 C.F.R. 5.12.

viii. Compliance with Davis - Bacon and Related Act requirements. All rulings and interpretations of the Davis - Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the Contract.

ix. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general dispute's clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub- CONTRACTORS) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

x. Certification of eligibility – (i) By entering into the Contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(ii) No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal

Code, 18 U.S.C. 1001.

11. Contractor must be registered in Sam.gov for any federally funded project.

ATTACHMENT D
HUD FEDERAL LABOR STANDARDS PROVISIONS

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at **https://www.dol.gov/agencies/whd/forms** or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

(6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

(7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of Eligibility.**

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of **$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

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

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

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT E
DAVIS BACON WAGE DECISION

"General Decision Number: FL20220058 02/25/2022

Superseded General Decision Number: FL20210058

State: Florida

Construction Type: Residential

County: Clay County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ENGI0673-009 05/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crawler Crane, Hydro Crane, Locomotive Crane, Tower Crane, Truck Crane	$ 32.62	12.00
Gantry Crane, Bridge Crane	$ 28.81	12.00
Oiler	$ 27.08	12.00

PLUM0234-003 09/01/2020

	Rates	Fringes
PLUMBER, Including HVAC Pipe Installation	$ 31.09	15.45

SHEE0435-006 04/01/2021

	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct Installation)	$ 26.41	15.19

---

* SUFL2009-097 06/08/2009

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER, Excludes Drywall Hanging, and Form Work	$ 14.14 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 12.97 **	0.00
DRYWALL FINISHER/TAPER	$ 16.13	0.00
DRYWALL HANGER	$ 12.35 **	0.00
ELECTRICIAN	$ 11.79 **	0.00
FLOOR LAYER: Carpet	$ 10.00 **	0.00
FORM WORKER	$ 12.00 **	0.46
HVAC MECHANIC (Installation of HVAC Duct)	$ 13.99 **	0.00
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL	$ 9.00 **	0.00
LABORER: Asphalt Raker	$ 10.12 **	0.00
LABORER: Common or General	$ 9.00 **	0.00
LABORER: Mason Tender - Brick	$ 11.51 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.46 **	0.00
LABORER: Pipelayer	$ 11.93 **	0.00
LABORER: Roof Tearoff	$ 9.00 **	0.00

LABORER: Landscape and Irrigation	$ 8.05 **	0.00
LATHER	$ 14.20 **	0.00
OPERATOR: Asphalt Paver	$ 11.63 **	0.00
OPERATOR: Backhoe Loader Combo	$ 17.04	0.00
OPERATOR: Backhoe/Excavator	$ 12.72 **	0.00
OPERATOR: Bulldozer	$ 12.40 **	0.00
OPERATOR: Distributor	$ 11.41 **	0.00
OPERATOR: Forklift	$ 17.50	0.00
OPERATOR: Grader/Blade	$ 15.50	0.00
OPERATOR: Loader	$ 12.75 **	0.00
OPERATOR: Roller	$ 10.59 **	0.00
OPERATOR: Screed	$ 10.93 **	0.00
OPERATOR: Trackhoe	$ 15.68	0.00
OPERATOR: Tractor	$ 10.20 **	0.00
PAINTER, Includes Brush, Roller and Spray (Excludes Drywall Finishing/Taping)	$ 10.68 **	0.00
PLASTERER	$ 15.10	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs)	$ 9.68 **	0.00
ROOFER: Metal Roof	$ 16.99	0.00
TILE SETTER	$ 12.46 **	0.00
TRUCK DRIVER, Includes Dump Truck	$ 10.62 **	0.00
TRUCK DRIVER: Lowboy Truck	$ 12.14 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISIO"

ATTACHMENT F
24 CFR 85.36 – PROCUREMENT

24 CFR 85.36 -Procurement

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and sub grantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

(1) Grantees and sub grantees **will use their own procurement procedures** which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and sub grantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and sub grantees **will maintain a written code of standards of conduct** governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, **real or apparent**, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and sub grantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and sub grantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and sub grantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and sub grantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and sub grantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and sub grantees ***will maintain records*** sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: ***rationale for the method***

of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and sub grantees will use time and material type contracts *only* -

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and sub grantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or sub grantee of any contractual responsibilities under its contracts. **Federal agencies will not substitute their judgment for that of the grantee or sub grantee unless the matter is primarily a Federal concern.** Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and sub grantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protester must exhaust all administrative remedies with the grantee and sub grantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or sub grantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or sub grantee.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and sub grantees will conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, **a brand name or equal description** may be used as a means to define the performance or other salient requirements of a procurement. **The specific features of the named brand which must be met by offerors shall be clearly** stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and sub grantees will ensure that all pre qualified lists of persons, firms, or products which are

used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and sub grantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed -

(1) ***Procurement by small purchase procedures.*** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at $100,000). If small purchase procurements are used, price or rate quotations will be obtained from an adequate number of qualified sources.

(2) ***Procurement by sealed bids (formal advertising).*** Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in 85.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) ***Procurement by competitive proposals.*** The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and sub grantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and sub grantees may use competitive proposal

procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) ***Procurement by noncompetitive proposals*** is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.

(iii) Grantees and sub grantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract Cost And Price

(1) Grantee and sub grantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offerer is required to submit the elements of his estimated cost, e.g., under professional consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and the sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price on a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgranteesd will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (&85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and sub grantees must make available, upon request of the awarding agency, technical

specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or sub grantee desires to have the review accomplished after a solication has been developed, the awarding agency may stillreview the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and sub grantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc., when:

(i) A grantee's or sub grantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or sub grantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or sub grantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(ii) A grantee or sub grantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self certification procedure, awarding agencies may wish to rely on written assurances from the grantee or sub grantee that it is complying with these standards. A grantee or sub grantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions.

A grantee's and sub grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract

terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or sub grantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 . 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40

U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years aftergrantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Enviromental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000.)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

***** END OF DOCUMENT ****

ATTACHMENT G
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The Consultant certifies that:

1. This Contract is a covered transaction for purposes of2 CFR, Part 180. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR I80.905) are excluded (defined at 2 CFR 180.940) ordisqualified (defined at 2 CFR 180.935).

2. The Consultant must comply with 2 CFR Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 CFR Part 180, subpart C, in additionto remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

4. The Consultant agrees to comply with the requirements of2 CFR Part 180, subpart C while this proposal is valid and throughout the period of any contract that may arise from this proposal. The Consultant further agrees to include a provision requiring such compliance in itslower tier covered transactions, including submission to Consultant of this Certification completed by its subconsultants.

FIRM NAME: Conner Construction & Demolition

ADDRESS: 4839 Hwy 17 South Green Cove Springs FL 32043

FIRM'S AUTHORIZED OFFICIAL:

Name	Title	Signature	Date
David Conner	Owner	[signature]	23 Apr 2022

ATTACHMENT H
ANTI-LOBBYING CERTIFICATION

ANTI-LOBBYING CERTIFICATION

The undersigned Consultant certifies, to the best of his or her knowledge, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

The Consultant, Conner Construction & Demolition, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

David Conner

Signature of Firm's Authorized Official

DAVID CONNOR OWNER

Name and Title of Firm's Authorized Official

22 APR 2022

Date

ATTACHMENT I
CERTIFICATION OF PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS

BID No. 21/22-34, CDGB – DEMOLITION & REMOVAL SERVICES

Certification of Payments to Influence Federal Transactions

HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

DAVID CONNER — OWNER

Name of Authorized Official — Title

David Conner — 22 APR 2022

Signature — Date

ATTACHMENT J
AFFIDAVIT AND CERTIFICATION FOR CLAIMING STATUS AS A SECTION 3 BUSINESS

BID No. 21/22-34, CDGB – DEMOLITION & REMOVAL SERVICES

Affidavit for and Certification for Claiming Status as a Section 3 Business

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain federally assisted projects shall to the greatest extent feasible, and consistent with existing Federal, State, and County rules and regulations, be directed to lo- and very low-income persons, particularly those receiving housing and assistance and to businesses that provide economic opportunities to these persons.

Any bid/proposal response for certain federally assisted projects that do not include this completed document will be considered non-responsive and not eligible for award.

Name of Business: Conner Construction and Demolition

Contact Person: David Conner Title: Owner

Address of business: 4839 Hwy 17 South Green Cove Springs FL 32043

Telephone Number: 904.810.8615 Fax Number: _____

E-mail Address: dsbconner@gmail.com

Federal Employer Identification Number/SSN: 83-2133235

1. Type of business:
(Check one) ☑ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture

2. Check where applicable and provide required documentation:
☑ I am an individual, sole proprietorship, partnership corporation or joint venture **NOT** claiming a Section 3 status.

☐ I am an individual sole proprietorship, partnership corporation or joint venture **claiming** a Section 3 status as:

☐ A business that has a 51% ownership by a Section 3 qualified resident(s) (submit the following document(s): Section 3 Resident Self-Certification Forms

☐ A business claiming 30% of current full-time workforce qualify as section 3 residents, or within three years of the date of first employment with the business were section 3 residents.

☐ List of all current full-time employees, and,

☐ List of employees claiming Section 3 residence status and for each such employee

☐ PHA/IHA Residential lease less than three years from date of employment, or

☐ Other evidence of Section 3 status less than three years from day of employment.

☐ A business claiming to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) above.

☐ List of Section 3 subcontractor(s) and subcontract amount(s).

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: David Conner

Signature: David Conner Date: 22 Apr 2022

Title: Owner

NOTE: Clay County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

ATTACHMENT K
SECTION 3 COMPLIANCE REPORT: EXISTING CORE WORKFORCE LIST

BID No. 21/22-34, CDGB – DEMOLITION & REMOVAL SERVICES

Section 3 Compliance Report
Existing Core Workforce List

Must be completed by all contractors and sub-contractors prior to issuance of Notice to Proceed/Notice of Commencement.

Contractor is also required to provide this form to any subcontractors they hire for this project.

Contract Name: CDBG DEMOLITION AND REMOVAL SERVICES

Project Name: _____

Project Address: VARIES

Contract Award Date: _____

The following is a list of "Core Employees." These employees have been on the active payroll prior to the bid advertisement for contract award. The contractor must submit this form prior to commencing work on the project.

Employee Name	SSN (last 4 digits only)	Job Classification	Hire Date	Date Last Employed

**Please attach additional page(s) if additional space is needed*

BID No. 21/22-34, CDGB – DEMOLITION & REMOVAL SERVICES

Section 3 Compliance Report
Existing Core Workforce List

Review the information below and check all that apply:

☑ We have not hired any new employees as a result of the award of contract.
☐ We have hired _____ employees since the award of contract.
☐ The number of newly hired employees that meet Section 3 criteria is _____.

For any newly hired positions since the award of contract, we have taken one or more of the following recruitment steps to hire employees who live within Clay County and who meet Section 3 criteria: (check all the apply)

☐ Advertised to fill vacancies in a local newspaper.
☐ Posted vacancies prominently at the job site.
☐ Placed signs or posters announcing vacancies at the local public housing authorities in Clay County.
☐ Distributed employment flyers in locations accessible to Section 3 Residents.
☐ Posted employment flyers in various locations within Clay County.
☐ Kept a log of all applications and for every position created by this project.
☐ Retain copies of employment applications completed by Section 3 resident.
☐ Other – Please provide details _____

_____

By my signature below I am certifying the information provided herein is true and correct to the best of my knowledge.

Print name: _____

Signature: _____ Date: _____

Title: _____

ATTACHMENT L
ACKNOWLEDGEMENT OF TERMS, CONDITIONS, AND GRANT CLAUSES

BID No. 21/22-34, CDGB – DEMOLITION & REMOVAL SERVICES

Acknowledgement of Terms, Conditions and Grant Clauses

Flow Down of Terms and Conditions from the Grant Agreement

Subcontracts: If the vendor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Department for review and approval. The vendor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

Certification
On behalf of my firm, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

Vendor/Contractor Name Conner Construction and Demolition Date 22 Apr 2022

Authorized Signature David Conner

Address 4839 Hwy 17 South Green Cove Springs FL

Solicitation/Contract # Clay County Bid 21/22 - 34

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County Commissioners

DATE: 5/12/2022

FROM: Courtney Grimm

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Collective Bargaining Agreement	Cover Memo	5/19/2022	BC_CBA_Agreement_2022-2024_5.16.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	5/18/2022 - 1:59 PM	Item Pushed to Agenda

CLAY COUNTY
AGREEMENT/CONTRACT # _____

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CLAY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
AND
THE CLAY COUNTY FIRE/RESCUE PROFESSIONALS UNIT "B",
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3362B
FISCAL YEARS 2022-2024

This Collective Bargaining Agreement (this Agreement) is made and executed between Clay County, a political subdivision of the State of Florida (the County), by and through its Board of County Commissioners (the Board), and The Clay County Fire/Rescue Professionals, International Association of Firefighters Local 3362B (the Union).

Recitals

WHEREAS, pursuant to Part II of Chapter 447, Florida Statutes, the Union is the certified bargaining agent on behalf of certain employees of the Fire/Rescue Division of the County's Department of Public Safety; and,

WHEREAS, the prior Collective Bargaining Agreement expired on September 30, 2021, pursuant to Article 28 thereof; and,

WHEREAS, pursuant to Article 28 of the prior Collective Bargaining Agreement, and pursuant to the requirements of Part II of Chapter 447, Florida Statutes, representatives of the Union (the Union's Bargaining Team) and of the County Manager (Management's Bargaining Team) met in a series of bargaining sessions commencing in the summer of 2021 and continuing to the spring of 2022, for the purpose of negotiating a new agreement to succeed the prior Collective Bargaining Agreement; and,

WHEREAS, the Union's Bargaining Team and Management's Bargaining Team reached a tentative agreement on a new Collective Bargaining Agreement to succeed the prior Collective Bargaining Agreement and to be in effect through September 30, 2024; and,

WHEREAS, the members of the bargaining unit represented by the Union have voted to ratify the Agreement; and,

WHEREAS, the Agreement was presented to the Board at its May 24, 2022 meeting, at which time the Board ratified the same; and,

WHEREAS, by their entry into this Agreement, the Union and the County desire to formally enter into the Agreement.

W I T N E S S E T H

NOW THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt of which is hereby acknowledged by each party and objections to the sufficiency and adequacy of which are hereby waived by each party, the parties agree as follows:

1. On and after the effective date of this Agreement, and continuing through September 30, 2024, the parties shall be governed under the terms of the Agreement attached hereto as Exhibit A.

2. The prior Collective Bargaining Agreement expired by its terms on September 30, 2021.

3. The effective date of this Agreement shall be the date and time that it shall have been ratified by both the Union and the Board.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on behalf of each.

UNION:
The Clay County Fire/Rescue Professionals Unit "B", International Association of Firefighters Local 3362B

By: _____
Joshua Eric Soles, President

COUNTY:
Clay County, a political subdivision of the State of Florida, by and through its Board of County Commissioners

By: _____
Wayne Bolla, Chairman

ATTEST:

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

EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CLAY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

AND

THE CLAY COUNTY FIRE/RESCUE PROFESSIONALS UNIT "B",

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3362B

FISCAL YEARS 2022-2024

Contents

ARTICLE 1 – PREAMBLE	**3**
ARTICLE 2 – UNION RECOGNITION	**5**
ARTICLE 3 – UNION ACTIVITIES	**6**
ARTICLE 4 – UNION SECURITY AND CHECK-OFF	**8**
ARTICLE 5 – SAVINGS AND SEVERABILITY	**9**
ARTICLE 6 – MANAGEMENT RIGHTS	**10**
ARTICLE 7 – STRIKE AND LOCK OUT PROHIBITION	**13**
ARTICLE 8 – SPECIAL MEETINGS	**15**
ARTICLE 9 – GRIEVANCE PROCEDURE	**16**
ARTICLE 10 – WORK RULES	**20**
ARTICLE 11 – DISCIPLINE AND DISCHARGE	**21**
ARTICLE 12 – DRUG AND ALCOHOL ABUSE POLICY	**22**
ARTICLE 13 – SAFETY AND HEALTH	**29**
ARTICLE 14 – PROBATION	**34**
ARTICLE 15 – WORK HOURS AND OVERTIME	**36**
ARTICLE 16 – WAGES	**39**
ARTICLE 16A- INCENTIVES	**43**
ARTICLE 17 – HOLIDAYS	**45**
ARTICLE 18 – WORKERS COMPENSATION	**48**
ARTICLE 19 – SHIFT EXCHANGING	**51**
ARTICLE 20 – EDUCATIONAL INCENTIVE	**52**
ARTICLE 21 – PREVAILING RIGHTS	**55**
ARTICLE 22 – RANK STRUCTURE	**58**
ARTICLE 23 – STRESS MANAGEMENT	**59**
ARTICLE 24 – LAYOFF	**60**
ARTICLE 25 – PHYSICAL FITNESS	**62**
ARTICLE 26 – UNIFORMS	**63**
ARTICLE 27 – LEAVE	**65**
ARTICLE 28 – DURATION AND REOPENER	**72**

Article 1 – Preamble

1.1 **Parties**

This Agreement is entered into by and between The Clay County Board of County Commissioners, on behalf of Clay County, a political subdivision of the State of Florida, herein sometimes referred to as the "Employer", and The Clay County Fire/Rescue Professionals Unit "B", International Association of Firefighters Local 3362B, herein sometimes referred to as the "Union".

1.2 **Intent**

It is the intent of this Agreement to:

(a) Assure a mutually sound and beneficial working relationship between the Union and the Employer.

(b) Provide an orderly and peaceful means for resolving conflicts and misunderstandings which may arise.

(c) Establish rates of pay, hours worked, and terms and conditions of employment.

(d) Provide a fair day's work in return for a fair day's pay.

(e) Provide conditions of employment suitable to maintaining a competent work force.

(f) The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with the employment, promotion, or training remembering that the public interest requires the full utilization of the employee's skill and ability without regard to race, color, creed, national origin, ancestry, handicap, sex or other discrimination as outlined in the Florida Statutes.

1.3 **Individual Agreements**

No individual agreement between the Employer and any member of the bargaining unit represented by the Union that is contrary to the terms of this Agreement shall be enforceable.

1.4 **Maintenance of Service**

The Employer is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well-being of the public. Therefore, both parties recognize the need for continuous, uninterrupted, and reliable service to the public.

1.5 **Agreement Integration**

(a) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and

proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(b) The Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

(c) This Agreement constitutes the entire agreement of the parties, and any modification of or amendment to this Agreement shall be in writing and fully executed by the parties hereto, else be deemed ineffective and not binding.

1.6 **General Definitions**

As used herein, the following terms shall have the following meanings:

(a) "Department" means the Department of Public Safety of the Employer.

(b) "Division" means the Fire/Rescue Division of the Department.

(c) "Fire Chief" means the Fire Chief of the Department.

(d) "Firefighter CBA" means the then-current collective bargaining agreement between the Employer and the Union governing Division personnel holding the rank of Firefighter, Engineer, Lieutenant, Captain or Communications Specialist.

(e) "Seniority" means the length of service of a bargaining unit member with the Division.

(f) "Superiority in Rank" refers to seniority within the rank provided in Section 2.4 of Article 2.

Article 2 – Union Recognition

2.1 **Union Status**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for those bargaining unit members that the Union is authorized to represent, for the purpose of bargaining collectively in the determination of wages, hours, and terms and conditions of employment of such members.

2.2 **Gender References**

Whenever a male gender is used in this Agreement, it shall be construed to include both male and female bargaining unit members.

2.3 **Bargaining Unit Member Defined**

A bargaining unit member or member of the bargaining unit, as used in this Agreement, means any full-time employed member of the Department holding the rank set forth in section 2.4 who is employed to engage in emergency medical services, suppression or extinguishment of fires, dispatching of Fire/Rescue crews, fire prevention and training, and other related duties.

2.4 **Bargaining Unit Composition**

The bargaining unit is comprised of all bargaining unit members, as certified by the Public Employees Relations Commission (PERC), holding the following rank:

Battalion Chief

The Employer and the Union acknowledge that the above title, with appropriate job description, has been mutually submitted to PERC. The bargaining unit includes Fire Safety Inspectors and Training Officers when meeting the above classifications.

2.5 **Union President**

The Union President or his or her designee will be the official spokesperson for the Union in any matters pertaining to this Agreement and other Union business.

Article 3 – Union Activities

3.1 **Non-Discrimination**

Employees of the Division shall have the right to form, join, and participate in, or refrain from joining, or participating in, the Union. There shall be no discrimination or intimidation against any bargaining unit member because of his or her membership or lack of membership in the Union, or by virtue of holding office in the Union, except that the certified bargaining agent shall not be required to process grievances for bargaining unit members who are not members of the Union.

3.2 **Union Time Pool**

(a) Each member of the bargaining unit may donate earned annual leave, not to exceed fifty hours per year, and earned sick leave, not to exceed fifty hours per year, toward a pool of time which may be drawn upon at the discretion of the Union President or Vice-President; provided, the Fire Chief or the Fire Chief's designee must be notified in advance of the intention to draw upon the leave pool, and may deny its use in any particular case for just cause only, which shall include reduction in manpower below minimum levels of service.

(b) Union time pool donations under subsection (a) shall be collected from the bargaining unit members submitted on the appropriate Time Pool Donation form. Requests for use of Union pool time shall be requested on the existing leave request form, and the appropriate Deputy Chief notified. Charges against the Union time pool shall be hour for hour, except as provided in subsection (c). The Employer shall determine whether the Union time pool shall be charged a regular or overtime rate. Such determination shall be indicated on the leave request form, and the white (employee) copy returned to the Union President. Charges against the Union pool time shall only be made with the approval of the Union President or Vice-President, with subsequent approval by the Fire Chief or the Fire Chief's designee.

(c) The Employer shall charge the Union time pool hour for hour, or one and one-half hours for each hour of overtime worked, as appropriate, by a bargaining unit member during the time said member is replacing another member utilizing the Union time pool under this article. If the Employer desires a replacement for a bargaining unit member utilizing the Union time pool, it shall be the responsibility of the Employer to provide such replacement.

3.3 **Representation**

(a) The Officers of the Union (President, Vice-President, Secretary, Treasurer) may take reasonable time off during working hours without loss of pay to negotiate with Management, or to represent bargaining unit members at disciplinary hearings, grievance, or arbitration proceedings. Representation at such

proceedings will normally be one Officer, designated by the Union President. Each Union representative requesting time off with pay for any of the above purposes must obtain the approval of the Fire Chief or the Fire Chief's designee, prior to taking time off.

(b) The Union shall furnish a list of the Union Officers to the Fire Chief, and any changes will be promptly reported by the Union to both. These officers shall include President, Vice-President, Secretary, Treasurer, and Stewards.

Article 4 – Union Security and Check-Off

4.1 **Digital Access**

The Employer will, within fifteen days after ratification of this Agreement, and without cost to the Union, provide digital access to this Agreement in each working location.

4.2 **Dues Deduction**

Upon receipt of written authorization from a bargaining unit member, the Employer will deduct from the member's pay the amount the member owes the Union for dues. This provision will provide for twenty-six deductions per year. The Employer shall remit the amount deducted to the Union within thirty calendar days. The Union will certify changes in the Union membership dues rate by notifying the Employer in writing at least thirty calendar days in advance of the effective date of such change. The Union's certification shall include the signature of the authorized officer or officers of the Union. The Employer's remittance will be deemed correct if the Union does not notify the Employer within fourteen calendar days after a remittance is received, that the Union believes the remittance is incorrect, and the reason for that belief. A bargaining unit member may revoke his or her authorization for dues deduction by giving the Union and Employer notice in writing thirty days in advance.

4.3 **Indemnification**

The Union will indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer on account of any deduction for Union dues.

4.4 **Union Activities**

The President or his designated representative shall have the right to present the views of Union members. All Union activities are protected to the extent they are authorized by law or by this Agreement.

4.5 **Policies and SOPs**

All bargaining unit members are covered by this Agreement, by current Division policies and procedures, by written directives, and by Standard Operating Procedures (SOPs) of the Division, as amended from time to time. Additionally, all bargaining unit members are covered by the County's Personnel Policies Manual in effect as of the date of this Agreement, as may be amended from time to time, except for the following: Sections 2.0, 3.0, 4.0, 5.0, 6.0, and 10.0, Subsections 7.01, 7.02, 7.03, 7.04, 7.05, 7.07, 7.08, 7.09, 8.01, 8.02, 8.03, 8.04, 8.05, 8.06, 11.03, 11.05, 13.1, 13.11, 13.12, 20.03 and 20.04 and Subsections of Section 14.0 that are expressly addressed in this Agreement. In the event of a conflict between any of the above referenced policies, procedures, directives or manual sections and the express provisions of this Agreement, the express provisions of this Agreement shall govern and supersede them. No changes shall be made that change the intent of this Agreement except by mutual consent. All manuals and directives governing bargaining unit members shall be provided to each working location.

Article 5 – Savings and Severability

5.1 **Employer's Rights**

(a) Any of the rights, powers, and authority the Employer had prior to entering into this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

(b) The exercise by the Employer of any inherent and common law management right, function, privilege or prerogative held or enjoyed by the Employer not expressly modified or restricted by a specific provision of this Agreement shall not in any way, directly or indirectly, be subject to grievance or arbitration procedures.

(c) The Employer has no obligation to bargain over its decision to exercise any such right, function, privilege or prerogative, or the effect of any such decision unless the same shall materially affect or impact the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit.

5.2 **Severability**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court having jurisdiction in respect thereof, or by reason of any existing or subsequently enacted legislation, then

(a) The remaining articles and sections of this Agreement shall remain in full force and effect; and,

(b) The Union and the Employer will meet within thirty days to negotiate a replacement for the provision found to be invalid.

Article 6 – Management Rights

6.1 **Contracting/Subcontracting**

The Employer reserves the right to contract/subcontract existing or future work, provided, the Employer shall have no right to contract/subcontract such work if the same is motivated by anti-Union animus. Should the Employer in exercising any management right desire to institute any changes which could materially affect or impact the wages, hours and/or terms or conditions of employment, then the Union shall be notified and, upon timely request by the Union, the impact thereof will be bargained prior to the implementation thereof.

6.2 **Employer's Reserved Rights**

(a) It is the right of the Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude bargaining unit members or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement. Should the Employer in exercising any management right desire to institute any changes which could materially affect or impact the wages, hours, and/or terms or conditions of employment, then the Union shall be notified and, upon timely request by the Union, the impact thereof will be bargained prior to the implementation thereof.

(b) Except as expressly provided in this Agreement, the Employer retains the sole and exclusive right and prerogative:

(1) To manage its operations and direct the work of the bargaining unit members, including the rights to declare the number and location of stations, the operation of motorized equipment, the scope of services to be performed, the methods of service;

(2) To determine whether and to what extent the work required in its operations shall be performed by bargaining unit members covered by this Agreement;

(3) To maintain order and efficiency in its stations and locations;

(4) To curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the Employer good business judgment makes such curtailment or discontinuance advisable;

(5) To hire, lay-off, assign, reassign, promote or demote members of the bargaining unit with just and proper cause, and to determine the qualifications and to create and amend job descriptions;

(6) To determine the starting and quitting time, the schedule of work time and the number of hours to be worked, subject to the provisions of Section 6.1 if applicable;

(7) To require any member of the bargaining unit to take a physical or mental examination with proper cause, given by a health service or a physician or psychiatrist selected by the Employer;

(8) To make decisions regarding whether overtime work needs to be assigned;

(9) To discipline, suspend, and discharge any member of the bargaining unit with just cause;

(10) To determine staffing levels, assign, reassign, and deploy personnel;

(11) To have complete authority to exercise the rights set forth in this article and the powers incidental thereto, including the right to make unilateral changes, subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement;

(12) To unilaterally determine the purpose of each of its constituent agencies, to set standards of service to be offered to the public, and to exercise control and discretion over its organization and operations; and,

(13) To direct the members of the bargaining unit, to take disciplinary action for just cause, to relieve any member of the bargaining unit from duty because of lack of work or for other legitimate reasons, and to determine the methods, means and personnel by which the Employer's operations are to be conducted; provided, however, that the exercise of such rights shall not preclude members of the bargaining unit or their representatives from raising grievances, should the practical consequences of a decision on these matters violate this Agreement.

(c) The rights of the Employer set forth in this article are not all inclusive but indicate the type of matters or rights which belong to and are inherent in the Employer in its management capacity.

(d) Every incidental duty connected with operations enumerated in job descriptions is not always comprehensive or specifically required and members of the bargaining unit at the discretion of the Employer may be required to perform duties not within their specific job descriptions as long as the work is related to Division operations and has the approval of the Fire Chief.

(e) Whenever it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Board of County Commissioners, County Manager and/or Fire Chief during the time of the declared emergency provided that wage rates and monetary fringe benefits shall not be suspended.

(f) The Employer's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to exercise such function or right, nor shall the same preclude the Employer from exercising such function or right in some other way not in conflict with the express provisions of this Agreement.

(g) Nothing herein shall be construed as affecting or limiting the Employer's right to repeal, modify or amend any work rule within its sole discretion, so long as the Employer has complied with the procedures set forth herein, and the repeal, modification or amendment does not otherwise conflict with the provisions of this Agreement. The Employer has no obligation to bargain over its decision to repeal, modify or amend any work rule, or the effect of any such decision unless the same shall materially affect or impact the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit.

Article 7 – Strike and Lock Out Prohibition

7.1 **Strike Definition**

As used in this article, the term "strike" shall mean:

(a) The concerted failure of bargaining unit members to report for duty.

(b) The concerted absence of bargaining unit members from their positions.

(c) The concerted stoppage of work by bargaining unit members.

(d) The concerted submission of resignations by bargaining unit members.

(e) The concerted abstinence in whole or in part of any group of bargaining unit members from the full and faithful performance of their duties of employment with the Employer for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the Employer.

(f) The concerted failure of bargaining unit members to report for work after the expiration of this Agreement.

(g) Picketing by bargaining unit members in furtherance of a work stoppage.

(h) Any overt preparation, including, but not limited to, the establishment of strike funds with regard to engaging in any of the activities or conduct described in subsections (a) through (g) hereof.

7.2 **Strikes Prohibited**

The bargaining unit members agree, and the Union, on behalf of itself, its officers, its agents and its representatives, agrees that Section 447.505, Florida Statutes, and Article 1, Section 6 of the Constitution of the State of Florida, prohibits them individually and collectively as public employees and as a union of public employees from participating in a strike against the Employer, and from instigating or supporting a strike in any manner. Persons violating such strike prohibition shall be subject to such penalties therefor as are provided by law.

7.3 **Affirmation**

Neither the bargaining unit members nor the Union nor any of its officers, agents or representatives shall engage in any strike or strike activities or other similar forms of interference with the operations of the Employer. In the event of a violation of this article or the strike prohibition of Section 447.505, Florida Statutes, and Article 1, Section 6 of the Constitution of the State of Florida, by any bargaining unit member or members, then promptly upon the request of the Employer, the Union agrees to

encourage and direct such member or members to immediately cease and desist from the strike or strike activities giving rise to such violation and to return to work, and further agrees to publicly disavow such strike or strike activities.

7.4 **Penalties**

In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all bargaining unit members who participate in, are parties to or promote any strike as defined in Section 7.1 shall be subject to disciplinary action up to and including termination of employment.

7.5 **Union Responsibility**

The Union shall be liable for any damages which may be suffered by the Employer as a result of a violation of Section 447.505, Florida Statutes, by the Union or its representatives, officers, or agents unless the Union publicly disavows the actions causing the violation within 24 hours of the occurrence thereof.

7.6 **Lock Outs Prohibited**

The Employer agrees not to lock out any bargaining unit members.

7.7 **Enforcement**

The circuit courts of this State shall have jurisdiction to enforce the provisions of this article by ex parte injunction and contempt proceedings, if necessary.

Article 8 – Special Meetings

8.1 **Agreement to Meet**

The Employer and the Union agree to meet and confer on matters of interest upon written request of either party. The written request shall state the nature of the matter to be discussed and the reason(s) for making the request. Discussion shall be limited to matters set forth in the request, or other subjects mutually agreed to, but these special meetings shall not be used to renegotiate this Agreement.

8.2 **Time and Place**

Such special meetings shall be held within ten calendar days of the receipt of the written request, and at a time and place mutually agreeable to both parties.

8.3 **Staff Meetings**

The Union President or his / her designee shall be allowed to attend quarterly staff meetings held by the Department.

Article 9 – Grievance Procedure

9.1 **Purpose**

In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from an alleged violation of the specific terms of this Agreement as provided in this article.

9.2 **Grievance Defined**

For the purpose of this Agreement, a grievance is defined as a claim or complaint that a bargaining unit member or group of bargaining unit members may have alleging that the Employer has violated a specific provision of this Agreement, provided that such specific provision is not a management prerogative and is not expressly excluded from the grievance and arbitration procedures of this article.

9.3 **Consideration during Working Hours**

Grievances may be taken up during the working time of the grievant upon mutual agreement between the Employer and the Union.

9.4 **Requirements**

Failure of the grievant to comply with this section shall render the grievance null and void. All grievances shall be processed in accordance with the procedures set forth in Section 9.5 hereof. All grievances proceeding beyond Step 1 as outlined in Section 9.5 must be reviewed by the Union's Executive Board prior to submittal, and the Executive Board shall communicate to the Employer in writing whether it supports the merits of the grievance or not. A grievance or grievance decision at any step may be submitted via email. All grievances must be in writing, and must contain the following information:

(a) The specific article(s) and section(s) of this Agreement alleged to have been violated;

(b) The date or dates the alleged violation occurred, a description of the facts and circumstances upon which the grievance is based in such detail as will place the Employer on reasonable notice of the alleged violation, and the specific remedy desired by the grievant;

(c) Signature of grievant and date signed; and,

(d) Designation of the specific Union representative if the grievant requests Union representation; provided, the specific Union representative designated may be replaced upon written notice to the Employer signed by the grievant or the Union President.

9.5 **Grievance Steps**

All grievances shall proceed in accordance with the following steps:

Step 1

The grievant shall present his or her grievance to the Fire Chief in writing within seven business days following the occurrence of the action giving rise to the grievance, provided that should the action giving rise to the grievance occur while the grievant is on authorized paid leave of absence or is on his or her scheduled day off the grievant shall have seven business days upon returning to his or her job to orally present the grievance. The Fire Chief will discuss and make an effort to resolve all grievances with fairness and justice for both the grievant and the Employer and shall, in writing, render and communicate a decision to the grievant within ten business days following the date the grievance was presented.

Step 2

If the grievant has not received satisfaction at Step 1, or the Fire Chief has failed to communicate a decision within the applicable time limit under Step 1, he or she may submit the grievance to the Human Resources Director. This must be accomplished in writing within ten business days after the Step 1 decision is rendered, or, if no decision is rendered within the applicable time limit under Step 1, then within ten business days immediately following the expiration of such time limit. The Human Resources Director will review all pertinent facts and conduct a full review, after which he or she will issue a written decision. This decision will normally be communicated to the grievant within ten business days following the presentation of the grievance to the Human Resources Director.

Step 3

If the grievant has not reached satisfaction at Step 2, or the Human Resource Director has failed to communicate a decision within the applicable time limit under Step 2, he or she may submit the grievance to the County Manager. This must be accomplished within five business days after the Step 2 decision is rendered, or, if no decision is rendered within the applicable time limit under Step 2, then within five business days immediately following the expiration of such time limit. The County Manager will announce his or her decision, taking into consideration the decision reached at Steps 1 and 2. The County Manager will review all pertinent facts and conduct a full review, after which he or she will issue a written decision. The decision of the County Manager shall be rendered and delivered to the grievant and the Union within ten business days following his or her receipt of the grievance. In the event the County Manager has failed to communicate a decision within the applicable time limit, the provisions of Section 9.7(a) shall apply.

9.6 **Rules for Grievance Processing**

(a) Time limits at any step of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.

(b) Failure on the part of the Employer's representative to issue a decision within the applicable time limit for a particular step shall be regarded as the denial of the grievance if no prior decision had been rendered, and otherwise shall be regarded as upholding the decision most recently rendered, and as such will entitle the grievant and/or the Union representative to proceed to the next step as provided for in Steps 1, 2 and 3. A grievance not advanced to a particular step within the applicable time limit shall be regarded as permanently withdrawn and settled on the basis of the decision most recently rendered or regarded as rendered.

(c) For purposes of this article, the term "business day" shall refer to any Monday, Tuesday, Wednesday, Thursday, or Friday on which the offices of the Government of Clay County are open for business. Saturdays, Sundays, Holidays, and any day on which a grievance is presented or received by either party shall not be considered in the calculation of time limits.

(d) Either party may call a conference at any step of the grievance procedure.

(e) Nothing in this Agreement shall be construed to prevent any bargaining unit member from presenting, at any time, his or her own grievance in person or by legal counsel, to the Employer, and having such grievance(s) adjusted without the intervention of the bargaining agent; provided the adjustment(s) is not inconsistent with the terms of this Agreement, and provided that the bargaining agent is given reasonable opportunity to be present at any meeting(s) called for resolution of such grievance(s).

(f) In the event a grievance is brought on behalf of the entire bargaining unit membership, all time periods set forth in Section 9.5 within which any party's representative must respond shall be increased by five business days.

9.7 **Arbitration**

Arbitration of grievances shall be as provided hereafter:

(a) If the grievance is not settled in accordance with the provisions of Section 9.5, the Union may request arbitration. Requests for arbitration shall be submitted in writing to the Human Resources Director within ten business days after the grievant and the Union are notified of the Employer's Step 3 decision, or, if no decision is rendered within the applicable time limit under Step 3, then within ten business days immediately following the expiration of such time limit. Requests for arbitration may be submitted via email. A grievance is considered to be withdrawn and settled on the basis of the decision most recently rendered or regarded as rendered if arbitration is not so requested within ten business days after the Step 3 decision is rendered, or, if no decision is rendered within the applicable time limit under Step 3, then within ten business days immediately following the expiration of such time limit.

(b) An arbitrator shall be selected by mutual agreement of the parties. If an arbitrator cannot be selected by mutual agreement of the parties, then within fifteen days after written demand by either party upon the other, parties shall separately or jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish a panel of seven impartial arbitrators, located within the State of Florida and particularly skilled in the matters involving local government employee relations. Each party shall have the right to alternately strike three names from the panel. The party exercising the first strike shall be established by coin toss or other impartial means. The remaining member of the panel shall be the arbitrator, and the parties shall so notify FMCS by joint letter within five business days after the selection.

(c) The arbitration shall be conducted under the rules set forth in this Agreement. The arbitrator shall have no authority to add to, subtract from, modify or alter the terms of this Agreement. The arbitrator shall consider and decide the merits of the underlying grievance.

(d) All testimony given at the arbitration hearing will be under oath. The arbitrator shall submit his or her decision in writing within thirty calendar days after the close of the hearing or the submission of briefs by the parties, whichever is later. The parties may mutually agree in writing to extend the time limit.

(e) The compensation and expenses of the arbitrator shall be borne equally by both parties as determined by the arbitrator. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceeding shall pay for the record and/or stenographic services.

(f) The arbitrator will decide all issues brought before him or her, including arbitrability, should it arise.

9.8 **Florida Arbitration Code**

Any decision rendered by an arbitrator under Section 9.7 shall be final and binding. Either party may apply to any court of competent jurisdiction to confirm, enforce, vacate, modify or correct any such decision, and may appeal any order or decision by such court, all in accordance with those provisions of the Florida Arbitration Code set forth in Sections 682.12 through 682.22, Florida Statutes.

9.9 **Exclusivity**

The procedures set forth in this article for settling grievances shall be to the exclusion of any other means available to the bargaining unit members for resolving such grievances; provided, the provisions of this section shall not be deemed to impair the right or ability of any bargaining unit member to bring an action or commence a proceeding in a court of competent jurisdiction or other appropriate legal forum with respect to any claim involving the statutory or constitutional rights of such bargaining unit member.

Article 10 – Work Rules

10.1 **General**

Work rules formulated or amended, and adopted after the effective date of this Agreement shall be adopted after meeting and discussing same with the Union. Work rules in effect on the effective date of this Agreement shall remain in force until repealed, modified or amended by the Fire Chief; provided, the parties shall bargain over any work rule repeal, modification or amendment that materially affects or impacts the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit prior to the implementation thereof.

10.2 **Writing Requirement**

All work rules and regulations shall be in writing and available digitally at each working location.

10.3 **Equal Applicability**

Work rules shall apply equally. In the event a rule or policy is being interpreted differently by the respective supervisors, written clarification shall be provided by the Fire Chief or his or her designee.

10.4 **Purchasing Committees**

The Employer shall convene joint Union-Management committees for the purpose of recommending purchases of major apparatus and medical equipment; provided, no recommendation of any such committee shall be binding on the Employer in any way.

10.5 **Employer's Rights**

Nothing herein shall be construed as affecting or limiting the Employer's right to repeal, modify or amend any work rule within its sole discretion, so long as the Employer has complied with the procedures set forth herein, and the repeal, modification or amendment does not otherwise conflict with the provisions of this Agreement. The Employer has no obligation to bargain over its decision to repeal, modify or amend any work rule, or the effect of any such decision unless the same shall materially affect or impact the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit.

Article 11 – Discipline and Discharge

11.1 **Cause**

No bargaining unit member shall be suspended without pay, discharged, reprimanded, demoted with reduction in compensation, or otherwise disciplined without proper cause.

11.2 **Notice and Timeliness**

The Employer agrees that disciplinary action shall be in a timely fashion and the bargaining unit member shall be notified of the potential of such disciplinary action within ten business days of the Employer becoming aware of the event(s) giving rise to the discipline, unless by so notifying the ability of the Employer to complete its investigation, or the investigation efforts of any law enforcement agency, are threatened or compromised as a result, in which case the bargaining unit member shall be notified as soon as practical following the cessation of the circumstances so threatening or compromising.

11.3 **Firefighter's Bill of Rights**

All investigations of bargaining unit members employed by the Employer as firefighters as defined in Section 112.81(1), Florida Statutes, shall adhere to the Florida Firefighter's Bill of Rights set forth in Section 112.82, Florida Statutes. Additionally, any investigation of a bargaining unit member relating to medical care shall be strictly in accordance with Florida Statutes, rules of the Department of Health and this Agreement.

11.4 **Representation**

(a) When a bargaining unit member is questioned by Management and the member reasonably believes that the questioning may lead to disciplinary action against him or her, or may otherwise result in the termination of his or her employment, the member has the right to request that a Union representative be present at the meeting.

(b) When a Union representative is not immediately available (on duty or off duty), the Employer shall postpone the meeting for a reasonable time in order for the bargaining unit member to obtain Union representation unless exigent circumstances then exist whereby the safety of persons or property, or the integrity or preservation of information or tangible evidence is at risk; provided, the provisions hereof shall never be applied in contravention of the Firefighter's Bill of Rights.

Article 12 – Drug and Alcohol Abuse Policy

12.1 **Definitions/References**

(a) "Drug abuse" means the ingestion of any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not pursuant to a lawful prescription. The term drug abuse also includes the commission of any act prohibited by Chapter 893, Florida Statutes, as amended from time to time.

(b) "Illegal drug" means any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not possessed or taken in accordance with a lawful prescription.

(c) "Alcohol" means ethanol alcohol or any beverage containing more than 0.5% of alcohol by volume, which is capable of use for beverage purposes either when alone or when diluted.

(d) "Drug testing" means collection of a urine and/or hair follicle specimen and a laboratory analysis of the specimen(s) by EMIT immunoassay screening or the most current and appropriate technology that complies with the Testing Standards, and if positive, confirmatory testing using the Gas Chromatography/Mass Spectrometry (GC/MS) methods and procedures or the most current and appropriate technology that complies with the Testing Standards.

(e) "Alcohol testing" means testing for blood alcohol by collecting a venous blood specimen and laboratory analysis thereon, and/or an evidential breath testing device approved, operated and maintained in substantial compliance with the rules and regulations promulgated under Chapter 11D-8, Florida Administrative Code, as the same may be amended from time to time, or its successor in function.

(f) "Testing standards" means the testing standards established under the Testing Rule.

(g) "Reasonable suspicion" means a suspicion which is based on specific, objective facts derived from the surrounding circumstances from which it is reasonable to infer that further investigation is warranted. Physical characteristics indicating reasonable suspicion may include but are not limited to, a drop in the bargaining unit member's performance level, abnormal or erratic behavior, physical symptoms (glassy or blood-shot eyes, slurred speech, unsteady gait, poor coordination or reflexes), direct observation of drug or alcohol use, recurring work related accidents, excessive absenteeism or tardiness, impaired judgment, reasoning, or level of attention, behavioral changes, or decreased ability of the senses.

(h) "BAC", with respect to breath alcohol testing, means grams of alcohol per 210 liters of breath.

(i) "MRO" means the Medical Review Officer described in Section 12.6.

(j) "Testing Rule" means Rule 59A-24.006, Florida Administrative Code, or its successor in function.

(k) "Licensed Laboratory" means a drug testing laboratory licensed under the Testing Rule.

12.2 **Testing Circumstances**

The Employer may require a bargaining unit member to submit to drug and/or alcohol testing under any of the following circumstances:

(a) As part of the member's annual physical exam, if the Department establishes such a program.

(b) Whenever two managerial employees concur that there is a reasonable suspicion that a member is using, under the influence of, or in possession of illegal drugs or alcohol while on duty, or that the member is abusing illegal drugs or alcohol which may be adversely affecting his or her job performance or pose a threat to safety, in accordance with Section 12.1(g).

(c) Whenever a member is involved in a vehicle accident.

(d) At any time within two years after a member has been counseled or otherwise disciplined because of a problem with illegal drugs or alcohol, or within two years after a member has tested positive for the presence of illegal drugs or alcohol.

(e) Pursuant to an unannounced and random drug and alcohol testing call that has taken place in accordance with the following procedures:

(1) A lottery system shall be used, based on the shift and station assignments of the members. A station number and shift shall be drawn randomly, and all members who are on duty shall submit a urine sample while on duty.

(2) Random testing shall include a minimum of four members. If a shift and station is drawn of less than four members, a second drawing will be done for the same shift, and the members of both stations shall submit to testing.

12.3 **Testing Procedures**

(a) Whenever a bargaining unit member is required to provide the specimen(s) for these testing procedures, the Employer shall follow chain of custody procedures;

provided, such chain of custody procedures shall not be applicable to alcohol testing utilizing an evidential breath testing device in accordance with Section 12.1(e). Chain of custody and drug testing shall be consistent with the Testing Standards, and performed only at a Licensed Laboratory. In this regard, the Employer shall promptly notify the Union President regarding the identity of the Licensed Laboratory under contract to the Employer. All drug testing as defined in Section 12.1(d) shall be done in strict accordance with the Testing Standards at a Licensed Laboratory.

(b) Prior to submitting the specimen(s) for illegal drug or alcohol testing, the bargaining unit member shall sign a consent form authorizing the testing in accordance with this Agreement, and releasing the test results to appropriate Employer officials. The bargaining unit member shall also complete the medical history form, listing recent medications, both prescription and over-the-counter. The consent form shall provide space for the member to acknowledge that he or she understands the terms of this article. The Employer may require a statement from a physician, or physical proof confirming the use of prescription medications. Such proof shall be submitted in advance of the specimen collection, unless such collection is for reasonable suspicion.

(c) If illegal drug testing is required under the provisions set forth in this Agreement, the Testing Standards shall be used to determine the levels at which detected substances shall be considered positive for purposes of both screening and confirmation.

Alcohol (ETOH) shall be tested as provided in Section 12.1(e). For breath alcohol (ETOH), the screening test cutoff shall be 0.02 BAC, and the confirmatory test cutoff shall be 0.04 BAC. For blood alcohol (ETOH), the screening test cutoff shall be 50 mg/dL, and the confirmatory test cutoff shall be 50 mg/dL.

(d) The Employer shall comply with the following procedures for drug or alcohol testing to the extent that they are not inconsistent with the Testing Standards, and except as may otherwise be provided herein:

(1) The Employer shall submit the specimen(s) to an EMIT immunoassay test or the most current and appropriate technology that complies with the Testing Standards for initial screening purposes. If the results of this test are negative, no further testing will be performed.

(2) If the results of the initial screening test provided for in paragraph (1) are positive, the Employer will submit the same specimen(s) for a confirmatory test using the gas chromatography/mass spectrometry (GC/MS) method or the most current and appropriate technology that complies with the Testing Standards to verify the initial test results; provided, if the initial screening test was for alcohol utilizing an evidential

breath testing device in accordance with Section 12.1(e), then the confirmatory test shall be performed utilizing the blood serum specimen drawn in accordance with subsection (f), unless the bargaining unit member otherwise agrees as provided therein. The Employer will not notify any person about the initial positive results until said results have been confirmed as provided for in this section.

(3) If the results of the second confirmatory test for illegal drugs or alcohol provided for in paragraph (2) are positive, as confirmed by a qualified MRO, the Employer shall promptly notify the bargaining unit member of the results. If the results are negative, no further testing will be performed.

(e) Chain of custody procedures shall require that an approved chain of custody form be used from the time of collection to the time of receipt by the laboratory, and of an appropriate Testing Laboratory chain of custody form to account for the specimen(s) submitted for testing. Chain of custody forms shall, at a minimum, include:

(1) an entry documenting date and purpose for each time the specimen(s) or aliquot is handled or transferred, and,

(2) the identification of every individual in the chain of custody.

(f) Any other provisions of this article to the contrary notwithstanding, the Employer may elect to conduct any initial screening test for alcohol by means of an evidential breath testing device in accordance with Section 12.1(e). In the event the results of such initial screening test are positive, then the subject thereof shall forthwith submit to the drawing of a blood serum specimen for the confirmatory test in accordance with subsection (d), unless the subject agrees that the confirmatory test shall be conducted utilizing the same evidential breath testing device. The Employer may not conduct any confirmatory test utilizing an evidential breath testing device unless the subject thereof shall agree. If the results of any confirmatory test for alcohol utilizing a blood serum specimen are positive, then the same and the results of any initial screening test with respect thereto utilizing an evidential breath testing device shall not be rendered invalid should it be determined that said device was not approved, operated or maintained in accordance with Section 12.1(e).

12.4 **Reasonable Suspicion**

(a) If a supervisor has reasonable suspicion in accordance with Section 12.1(g), he or she shall:

(1) Notify the next higher ranking supervisor in his or her chain of command that is not the subject of the suspicion to request a personal observation and review of specific, objective instances of the bargaining unit

member's conduct to confirm that reasonable suspicion exists. The member may not be subject to testing without the confirmation of reasonable suspicion by a second managerial employee.

(2) Prohibit the bargaining unit member from assuming or continuing his or her duties.

(3) Transport the bargaining unit member to the designated testing site for testing and, after testing, arrange for safe transportation to the bargaining unit member's residence or a place selected by a relative or friend of the member, unless the member refuses.

(4) Prepare appropriate documentation to support the reasonable suspicion, and actions taken based on reasonable suspicion.

(b) If reasonable suspicion exists, the bargaining unit member may be removed from a pay status pending the outcome of testing. If the testing shows no illegal drug or alcohol activity, all lost wages shall be paid.

(c) Only the County Manager, Human Resources Director, or Fire Chief may order random testing. Supervisors below the level of the Fire Chief are prohibited from demanding or encouraging alcohol or illegal drug testing without reasonable suspicion. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary and legal action for improper disclosure, unless such disclosure is required by law.

12.5 **Privacy**

(a) All specimens shall be provided in the privacy of a stall or otherwise partitioned area that allows for individual privacy if appropriate and necessary. The integrity and identity of all specimens shall be assured.

(b) All information from a bargaining unit member's illegal drug or alcohol test is considered sensitive information and only those employees, representatives, and agents of the Employer who possess the "need to know" are to be informed of test results. Disclosure of records relating to an illegal drug or alcohol test to any other person, agency, or organization is prohibited unless written authorization is obtained from the bargaining unit member, or unless disclosure is otherwise required by law.

(c) All records pertaining to the collection or testing of illegal drugs or alcohol shall be kept by the Employer in a separate medical file. The Department shall implement procedures to prevent the unauthorized disclosure of any information pertaining to testing of any bargaining unit member for illegal drugs or alcohol.

Any results of positive testing which the Employer later determines to have been refuted shall have affixed thereto the subsequent refutation.

12.6 **Medical Review Officer**

(a) The MRO must be provided by the laboratory or be contracted by the Employer for the purpose of interpreting laboratory results pursuant to this article, the Testing Standards and Florida law.

(b) When confirmed positive results are reported by the Testing Laboratory, it is the responsibility of the MRO to:

(1) Review the tested individual's relevant history; and,

(2) Determine whether there is a legitimate medical explanation for the positive results, including over-the-counter medications, prescription medications, or food substances known to have falsely yielded positive results.

(c) The MRO may request the Testing Laboratory to re-analyze the original specimen in order to verify accuracy of the reported results.

(d) The MRO shall not convey the test results to the Employer until the MRO has made a definite determination that the submitted sample was positive or negative.

12.7 **Rehabilitative/Corrective Action**

(a) The tested bargaining unit member shall be presented with copies of the reports from the Testing Laboratory of the specimen(s) submitted, and be afforded an opportunity to discuss the test results before any disciplinary action is imposed.

(b) The Employer may require a bargaining unit member who has tested positive for the presence of illegal drugs or alcohol to submit to counseling, or other rehabilitative treatment as a condition of continued employment. This subsection shall not be construed to limit the Employer's right to take appropriate disciplinary action when a bargaining unit member tests positive for the presence of illegal drugs or alcohol, including but not limited to discharge from employment in accordance with Section 440.102(11)(b), Florida Statutes, or its successor in function.

(c) Any bargaining unit member who refuses to submit to illegal drug or alcohol testing as required by this article shall be subject to discipline, up to and including discharge from employment.

(d) A bargaining unit member whose positive test results can be substantiated by a legitimate medical explanation shall not be subject to discipline.

12.8 **Costs**

(a) The Employer shall pay the costs of any physical examinations and tests required by this article.

(b) Physical examinations and/or specimens will normally be obtained while the bargaining unit member is on duty. If a bargaining unit member is required to submit to examinations or testing during off-duty hours, the member shall be paid for all time required for the examination and/or testing. This provision applies to all aspects of illegal drug or alcohol testing.

(c) The physical examinations and tests will be performed by medical personnel selected by the Employer.

12.9 **Training**

(a) All Department personnel shall receive training on illegal drug and alcohol abuse.

(b) The lack of such training shall not affect the validity of any "reasonable suspicion" determination.

Article 13 – Safety and Health

13.1 **Safety Objectives**

The Employer and the Union will cooperate in the continuing objective of limiting or eliminating safety and health hazards due to unsafe working conditions within the Employer's purview.

13.2 **JOSH Committee**

The Employer and the Union shall maintain a Joint Occupational Safety and Health (JOSH) Committee, which shall serve as the workplace safety committee contemplated under Section 633.522, Florida Statutes.

(a) The voting membership of the JOSH Committee shall consist of:

(1) Two members of the Union appointed by its President.

(2) Two Employer's representatives appointed by the Fire Chief, at least one of whom shall be employed within the Division.

(3) One individual jointly selected by the President of the Union and the Fire Chief.

(b) One alternate shall be selected for the Employer's representatives, as will one for the Union. The alternates may attend JOSH Committee meetings, but are only voting members in the absence of a normal representative. If either group represented fails to fill a vacancy, meetings shall continue with alternates and/or ex-officio members in place to maintain the voting quorum.

(c) Pursuant to Section 633.522, Florida Statutes, the Employer shall compensate Union JOSH Committee members at their regular rate of pay for time actually elapsed during any JOSH Committee meeting which they may attend as voting members, not to include subcommittee business.

(d) The Fire Chief and the Union President shall serve as ex-officio members to the JOSH Committee, and are only voting members if used as alternates.

(e) The Union shall provide a list of its JOSH Committee representatives to the Fire Chief, as will the Fire Chief provide a list of the Management JOSH Committee representatives to the Union.

(f) A chairperson of the JOSH Committee will be jointly selected by the members, with the representative being Union or Management on alternating years.

13.3 **JOSH Committee Meetings**

The JOSH Committee shall hold meetings as needed upon prior notice to all of the JOSH

Committee members and to the Division's personnel. Meetings are open to attendance by members of the Division; however, the meetings are not open forum. Division members wishing to address the JOSH Committee shall make a written request to do so to the chairperson thereof, including the specific topic and desired action. The Fire Chief shall cause minutes of each JOSH Committee meeting to be prepared, and may cause audio recordings of each such meeting to be made. The Fire Chief shall keep and maintain records of all JOSH Committee meetings, which shall include notices, agendas, minutes, any audio recordings, any documentary or other materials provided or presented to JOSH Committee members at any such meetings, any written reports, recommendations, guidelines, procedures or other documents issued by the JOSH Committee, and any written responses by the Fire Chief to matters acted upon or presented by the JOSH Committee. Such records shall be subject to inspection by the Florida Division of State Fire Marshall as provided in Section 633.522, Florida Statutes.

13.4 **JOSH Committee Activities**

The JOSH Committee shall:

(a) Make recommendations for corrections of hazardous conditions or unsafe work methods.

(b) Review safety practices and current procedures, including accident and illness prevention programs, and make recommendations regarding the development or improvement thereof, if appropriate.

(c) Develop, at the request of the Fire Chief or upon the initiative of the JOSH Committee with the Fire Chief's prior approval, Standard Operating Procedures (SOPs) relating to health, safety, specifications for protective apparel, and/or equipment, suitable for protecting life and promoting employment and workplace health and safety.

(d) Review and investigate accidents, safety-related incidents, illnesses and deaths involving personnel and/or equipment within the Division, determine errors, omissions in personnel operation, deficiencies in equipment, etc., and prepare reports regarding the same and recommendations regarding measures to minimize the recurrence thereof, if appropriate.

(e) Review accidents not involving personnel and/or equipment within the Division, determining actions that could be used to prevent similar occurrence in Clay County.

(f) Prepare written recommendations to the Fire Chief and Union President regarding their topic investigations, reports, projects, etc.

(g) Evaluate changes in specifications for protective clothing, equipment, tools, appliances, and apparatus to be purchased by the Division, and issue reports to the Fire Chief and Union President concerning such changes.

(h) Make periodic safety inspections of Division workplace facilities.

(i) Make periodic safety inspections of Division apparatus, protective equipment, protective clothing and devices and review work methods and conditions, including training procedures.

(j) Review and recommend updates to guidelines for the training of JOSH Committee members regarding their roles and responsibilities under subsections (b), (d) and (h), as appropriate.

(k) Review and recommend updates to procedures for the performance by the JOSH Committee of the tasks set forth in subsections (d) and (h), as appropriate.

13.5 **Recommending Disciplinary Action**

The JOSH Committee shall NOT propose disciplinary action against individual members of the Division.

13.6 **JOSH Committee Recommendations**

(a) Recommendations or findings of the JOSH Committee shall be addressed to the Fire Chief and Union President with target dates for implementation, and shall not be considered binding on the Employer. The Fire Chief shall, upon receipt of any JOSH Committee recommendation:

(1) Within fourteen days, acknowledge receipt of the recommendation to the JOSH Committee chairperson.

(2) Within thirty days provide a written response either accepting the recommendation or setting forth the reason(s) why implementing the recommendation(s) is either rejected or to be delayed.

(b) The Fire Chief shall maintain written guidelines for the training of JOSH Committee members regarding their roles and responsibilities under subsections (b), (d) and (h) of Section 13.4 as recommended by the JOSH Committee. Such guidelines may be based in whole or in part upon the JOSH Committee's recommended guidelines, but any deviation therefrom and the reasons therefore shall be provided to the JOSH Committee chairperson in writing.

(c) The provisions of subsection (a) to the contrary notwithstanding, the Fire Chief shall maintain written procedures for the performance by the JOSH Committee of the tasks set forth in subsections (d) and (h) of Section 13.4 as recommended by the JOSH Committee. Such procedures may be based in whole or in part upon the JOSH Committee's recommended procedures, but any deviation therefrom and the reasons therefore shall be provided to the JOSH Committee chairperson in writing.

13.7 **Union Duties**

With the understanding that the job responsibilities and duties of Fire/Rescue personnel are inherently dangerous by nature, the Union agrees that it will cooperate and actively pursue that its membership properly utilize issued or provided protective equipment or apparel and follow official Division SOPs. The Union agrees that willful neglect by an employee to properly utilize said equipment or to follow official Division SOPs can be the proper cause for disciplinary action.

13.8 **Mutual Goal**

The Employer and the Union have as a mutual goal the introduction into service of new and improved technology, methods and means of carrying out the responsibility of the Division, and that innovation and experimentation consistent with maximum safety is a part of this responsibility. Management will make every effort in good faith to initiate training on any new technology prior to implementation.

13.9 **Vaccinations and Screening**

The Employer will provide hepatitis "B" vaccinations (Recombivax or latest proven variant) and surface antibody screening for all bargaining unit members, at no cost, and to keep such vaccinations current. Tetanus, PPD (tuberculosis) and flu shots shall also be offered annually or as needed to each bargaining unit member, without cost to the member.

13.10 **Materials and Equipment**

(a) All firefighting personnel shall be provided with protective clothing and equipment as follows: Helmets, gloves, bunker coat, bunker pants, boots, and protective hoods.

(b) Each Division apparatus shall be equipped with the following equipment:

1. Self contained breathing apparatus (SCBA), one for each person assigned the apparatus.

2. One PASS device for each SCBA.

3. One hand light for each employee assigned the apparatus.

(c) All Division apparatus will comply with all applicable federal and state standards. All protective clothing, equipment, tools, appliances, and apparatus will meet or exceed such standards at the time of the purchase thereof.

13.11 **Status**

The bargaining unit members of the JOSH Committee, when performing the several duties described herein as a member thereof, shall be deemed to be acting in furtherance of the Employer's business within the meaning of Section 440.11, Florida Statutes, subject to any applicable provisions thereof.

13.12 **JOSH Committee Provisions Inapplicable**

In the event a JOSH Committee is established under the Firefighter CBA under substantially the same terms and conditions as are provided in Sections 13.2 through 13.6, then Sections 13.2 through 13.6 shall not be in effect, but Section 13.11 shall apply to any bargaining unit member who is a member of the JOSH Committee established under the Firefighter CBA.

Article 14 – Probation

14.1 **Purpose**

The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the newly promoted or hired bargaining unit member's work, and for securing the most effective adjustment of the newly promoted or hired member to his or her position.

14.2 **Promotion Probation**

(a) In the event a bargaining unit member is promoted to the rank of Battalion Chief from a rank governed under the Firefighter CBA or is initially hired at the rank of Battalion Chief, the member shall serve a probationary period of six months of continuous employment from the date of promotion or hire. Upon the expiration of the probationary period, the Fire Chief and Human Resources Director shall either approve, in writing, retention of the member in the rank, at which time the member shall be granted regular status, or disapprove retention of the member. In the event the Fire Chief and Human Resources Director disapprove or otherwise fail to approve retention, then, if promoted, the member shall automatically revert to the rank governed under the Firefighter CBA from which he or she was promoted, or, if newly hired, the member shall be separated from employment with the Employer. Any reversion in rank may be appealed through the grievance/arbitration process contained in this Agreement. However, the arbitrator may not reverse or modify the Employer's action unless he or she determines that the Employer acted arbitrarily and capriciously. Any separation from employment of any newly hired member shall be absolutely final, with no rights of appeal to any authority, including such grievance/arbitration process.

(b) Should a bargaining unit member promoted to the rank of Battalion Chief from a rank governed under the Firefighter CBA request a voluntary demotion, upon approval by the Fire Chief, the member may voluntarily demote to the rank from which he or she was promoted. The Fire Chief's decision regarding any such voluntary demotion may be appealed through the grievance/arbitration process contained in this Agreement. However, the arbitrator may not reverse or modify the Employer's action unless he or she determines that the Employer acted arbitrarily and capriciously.

14.3 **Leave**

During a bargaining unit member's probationary period under Section 14.2, annual leave shall accrue to the member's benefit. A newly hired member may only use annual leave as accrued after six months of continuous employment with the Division, and sick leave as accrued after three months of continuous employment with the Division during the probationary period. The Fire Chief or designee may waive the limitations of this section for just cause.

14.4 **Discipline**

The following provisions govern the imposition of disciplinary action during the probationary period under Section 14.2:

(a) A newly hired bargaining unit member may be reprimanded, discharged and otherwise disciplined for any proper cause except for Union activity, provided the Employer reserves the right to terminate such member's employment without cause during the probationary period. The provisions of the grievance/arbitration process shall not be available as it relates to such termination; however, the member shall have access to the grievance/arbitration process as it relates to any other matter, including discipline.

(b) A bargaining unit member promoted from a rank governed under the Firefighter CBA may be reprimanded, discharged and otherwise disciplined for any proper cause except for Union activity, provided the Employer reserves the right to demote such member without cause during the probationary period to the rank from which he or she was promoted.

14.5 **Time Worked**

During a bargaining unit member's probationary period under Section 14.2, the member's use of any leave with pay as provided in this Agreement shall count as time worked for the purpose of fulfilling the probationary period. Leave of absence without pay, whether approved or unapproved, shall not count as time worked, and shall not be included in the calendar year calculation for the probationary period.

Article 15 – Work Hours and Overtime

15.1 **Work Hours**

The purpose of this article is to define hours of work, but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked, days per week, or for any other period of time, except where specifically provided herein.

15.2 **Work Period**

(a) The basic work period for bargaining unit members shall consist of a fourteen day work period, and other than staff personnel as provided in Section 15.9, the tour of duty for field personnel shall be twenty-four hours on duty, followed by forty-eight hours off-duty.

(b) Time worked by bargaining unit members assigned to field positions in an amount less than or equal to one hundred six hours in a fourteen day work period which are assigned by the Employer shall be compensated at the regular hourly rate of pay. Time worked in excess of one hundred six hours in a fourteen day work period which are assigned by the Employer shall be compensated for at one and one half times the member's regular hourly rate of pay.

(c) Bargaining unit members assigned to field positions shall not work more than seventy-two consecutive hours without an eight hour break in service except in times of declared emergencies or except when otherwise directed by the Fire Chief in the exercise of his or her discretion.

15.3 **Shift Exchanging**

Should a bargaining unit member voluntarily exchange shifts with another bargaining unit member for the first member's convenience, no regular or overtime compensation will be payable to the substituting member, nor shall the hours the substituting member worked as a substitute be included by the Employer in the calculation of the hours for which the substituting member is entitled to overtime compensation. The hours worked by the substituting member shall be credited to the first member only. All shift exchanging shall be in accordance with Article 19, and the substitution must be approved by the Fire Chief or his or her designee in advance.

15.4 **Rate of Pay**

Rate of pay shall be calculated as provided in Articles 16 and 16A.

15.5 **Overtime**

(a) Nothing in this Article shall require payment for overtime hours not worked. In calculating the amount of overtime compensation due a bargaining unit member, only the hours actually worked shall be counted. Paid holidays, Union time and paid leave shall not be included as hours worked for purposes of overtime payment, except that paid leave used specifically for the purpose of bargaining over any amendments or successor to this Agreement, or any subject of mandatory bargaining, shall be included as hours worked for purposes of determining overtime payment; provided, the Employer and the Union shall

cooperate to the fullest extent reasonably practicable to avoid or minimize the scheduling of bargaining sessions that may require the use of paid leave. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

(b) Bargaining unit members assigned to a 40 hour work week may elect to receive compensatory leave or "comp time" at the rate of 1 ½ hours per hour worked over 40 in a work week. No bargaining unit member may accrue more than 80 hours of comp time. All comp time must be used by the member no later than September 15 of the fiscal year during which it is accrued. Unused comp time as of September 15 each year, will be paid out to the member at the rate of pay in effect at the time of payment. Any member who separates employment with unused, accrued comp time available, will receive payment for such time at the rate of pay in effect at the time of payment.

15.6 **Overtime Assignment**

(a) Consistent with Section 6.2(b)(8) of Article 6, the decision to assign overtime is a management right. It is the responsibility of the Employer to distribute the opportunity for overtime work, via the designated automated staffing program, equally to all eligible bargaining unit members through the implementation of such policies and procedures as the Employer may deem appropriate, as may be amended from time to time in the Employer's discretion to promote the goal of equal overtime opportunity.

(b) No bargaining unit member shall authorize overtime for himself or herself but shall be entitled to overtime work only as assigned or authorized by the Fire Chief or his or her designee. The Employer has the right to schedule overtime work as needed, and in a manner most advantageous to the Employer, and may decline to fill a particular vacancy in its sole discretion, or may fill a particular vacancy in its sole discretion.

(c) Any bargaining unit member assigned to a 24 hour shift position who does not have a relief present at shift change shall so advise the appropriate supervisor.

(d) If any bargaining unit member is instructed or required to hold over for relief, he or she shall receive thirty minutes pay; if that time exceeds thirty minutes, he or she shall receive one hour's pay; if that time exceeds one hour, he or she shall be compensated at intervals of fifteen minutes.

(e) Any bargaining unit member called back to work after having been relieved and having left the assigned workstation, or called in before his regular scheduled work time shall be paid the actual time worked at their hourly rate for a minimum of two (2) hours pay. Any bargaining unit member who accepts or is mandated an extra duty assignment that is cancelled or reduced in time within four (4) hours prior to the start time shall be paid at their hourly rate for a minimum of two (2) hours pay.

15.7 **Reporting Requirements**

All bargaining unit members shall be required to report to work on time, shall not leave their job early unless properly relieved, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.

15.8 **Assignment Changes**

Bargaining unit members covered by this Agreement shall be given notice during their previous shift of any change in their regular hours of work, work period, tour of duty, or work shift, unless an unscheduled absence by another employee or an emergency necessitates lesser notice.

15.9 **Staff Personnel**

Bargaining unit members assigned to staff positions such as Training, Fire Prevention/Inspections and other support or supervisory positions on a full-time basis shall continue their present 40-hour work week.

Article 16 – Wages

16.1 **Pay Plan**

(a) For purposes of this section, the Pay Plan means the pay plan set forth in Section 16.7.

(b) No bargaining unit member shall be paid at a wage rate greater than the maximum or less than the minimum established for the member's classification as set forth in the pay plan.

(c) On the effective date of this Agreement, each bargaining unit member shall be paid the annual base pay reflected in the applicable matrix of the pay plan for the member's current rank and stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter.

(d) Each bargaining unit member who is hired on or after the effective date of this Agreement shall be paid the annual base pay reflected in the applicable matrix of the pay plan at Stage 1, and shall be deemed for purposes of the pay plan to have 8 years of service.

(e) When a bargaining unit member is promoted to the rank of Battalion Chief after the effective date of this Agreement, the member's pay shall be the amount reflected in the matrix of the pay plan for the stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter, effective the first full pay period immediately following the date of promotion.

(f) Effective the first full pay period immediately following the anniversary of the date that a bargaining unit member commenced employment with the Employer working in the capacity of a firefighter, the annual base pay for such member shall be adjusted to the amount reflected in the applicable matrix of the pay plan for the member's rank and the stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter if such years of service advances the member to the next stage in the matrix, unless such amount is less than the member's Initial Annual Base Pay.

(g) No adjustments shall be made to any bargaining unit member's pay after September 30, 2024.

16.2 **Direct Deposit**

All bargaining unit members shall have the member's paycheck delivered by direct deposit to any banking or other financial institution providing savings or checking account services on the payday applicable to the paycheck. Any exemption from direct deposit must be requested by the member to the Fire Chief and include justification for such request. Exemption requests will be considered on a case by case basis.

16.3 **Working out of Classification**

(a) A bargaining unit member not on probation who has been temporarily assigned by the Fire Chief or designee to perform the duties of a position or rank above Battalion Chief shall receive an increase in the member's pay of 10% for all timed worked under the temporary assignment.

(b) The temporary assignment of a bargaining unit member to a lower paying classification shall not result in the reduction of such member's pay.

16.4 **Notification of Discrepancies**

The Employer agrees to promptly notify the Union President of any discrepancies between the amounts contemplated in this Article, and the amounts currently on file, while implementing this Article.

16.5 **Pay Rate Adjustment on Reassignment for Limited Duty**

(a) Whenever a member of the bargaining unit is reassigned from a 24 hour shift position to a communications position or to a 40 hour work week, the member's current annual base pay shall be adjusted as follows to derive the member's hourly base rate:

Annual base pay in effect immediately prior to the reassignment times 1.05 DIVIDED by 2080.

(b) With regard to any Holiday Leave hours earned and accrued prior to a reassignment under subsection (a) for which the member ultimately receives payment under Section 17.4, such payment shall be calculated based upon the member's hourly rate of pay in effect immediately prior to the transfer.

(c) Any incentive pay the member was receiving prior to a reassignment shall continue to be paid to the member so long as the member remains qualified to receive the same.

(d) Upon being reassigned back to a 24 hour shift position, a member of the bargaining unit transferred under subsection (a) shall be placed back into their applicable position in the pay matrix in accordance with their rank and years of service.

(e) Whenever a member of the bargaining unit is demoted by order of the Fire Chief to a rank governed under the Firefighter CBA, the member's annual base pay shall be adjusted to the amount therefor reflected in the applicable matrix of the Pay Plan provided in the Firefighter CBA for the member's new rank and the stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter.

16.6 **Florida Supplemental Compensation**

Every bargaining unit member who meets the definition of firefighter as set forth in

Section 633.30(1), Florida Statutes, who is certified in compliance with Section 633.35, Florida Statutes, shall be entitled to supplemental compensation when such bargaining unit member has complied with one of the following criteria, following the initial date of certification of eligibility by the Division of State Fire Marshal:

1. Any such bargaining unit member who receives an applicable associate degree from an accredited college as outlined in policy guidelines of the Division of State Fire Marshal of the Department of Insurance shall receive additional compensation in accordance with the amount identified in Florida Statutes, prorated per pay period.

2. Any such bargaining unit member who receives an applicable bachelor's degree from an accredited college or university as outlined in policy guidelines of the Division of State Fire Marshal of the Department of Insurance shall receive additional compensation in accordance with the amount identified in Florida Statutes, prorated per pay period.

No bargaining unit member shall receive supplemental compensation under the provisions of more than one of subsection 1. or 2. above at any one time. Such supplemental compensation shall not be reflected in the member's hourly rate of pay.

16.7 **Pay Plan**

The Pay Plan shall be as set forth in the following matrices:

Article 16 Pay Matrix Fiscal Year 2021-22		
Years	Annual Base Wage	Hourly Rate
8	$82,325.97	$28.27
9	$83,972.49	$28.84
10	$86,071.80	$29.56
12	$88,223.60	$30.30
14	$90,429.19	$31.05
16	$92,689.92	$31.83
18	$95,470.62	$32.79
20	$98,334.49	$33.77
22	$101,284.78	$34.78
24	$104,323.32	$35.83

Article 16 Pay Matrix Fiscal Year 2022-23		
Years	Annual Base Pay	Hourly Rate
8	$85,619.01	$29.40
9	$87,331.39	$29.99
10	$89,514.68	$30.74
12	$91,752.54	$31.51
14	$94,046.36	$32.30
16	$96,397.52	$33.10
18	$99,289.44	$34.10
20	$102,267.87	$35.12
22	$105,336.17	$36.17
24	$108,496.25	$37.26

Article 16 Pay Matrix Fiscal Year 2023-24		
Years	Annual Base Pay	Hourly Rate
8	$88,530.06	$30.40
9	$90,300.66	$31.01
10	$92,558.18	$31.79
12	$94,872.13	$32.58
14	$97,243.93	$33.39
16	$99,675.03	$34.23
18	$102,665.28	$35.26
20	$105,744.97	$36.31
22	$108,917.60	$37.40
24	$112,185.13	$38.53

Article 16 A– Incentives

16A.1 Payment of Incentive and Assignment Pay

Incentive Pay and Assignment Pay will begin the effective date that the bargaining unit member is approved for the incentive or scheduled for the assignment by the Fire Chief. All incentive pay and assignment pay will be paid each pay period.

16A.2 Special Operations/Haz-Mat

A bargaining unit member designated and assigned duties by the Fire Chief as a Special Operations and/or Hazardous-Materials Responder shall be entitled to the Special Operations Responder Incentive of thirty-one dollars ($31.00) per pay period for each designation. The Fire Chief shall have the discretion to determine the number of Special Operations and/or Haz-Mat Responders required. Retention of the Special Operations Responder and/or Haz-Mat designation and the associated incentive are at the discretion of the Fire Chief and are not subject to grievance. There shall be no requirement to continue the incentive when a bargaining unit member is no longer assigned as a Special Operations and/or Haz-Mat Responder.

16A.3 Fire Safety Inspector

A bargaining unit member with a current certification as a fire safety inspector from the State Fire Marshal's Office who is designated and assigned duties by the Fire Chief as a fire safety inspector shall be entitled to Fire Safety Inspector Incentive Pay of thirty-one dollars ($31.00) per pay period. The Fire Chief shall have the discretion to determine the number of fire safety inspectors required. Retention of the fire safety inspector designation and the associated incentive are at the discretion of the Fire Chief and are not subject to grievance. There shall be no requirement to continue the incentive when a bargaining unit member is no longer assigned as a fire safety inspector.

16A.4 Paramedic

A bargaining unit member who possesses and maintains a State of Florida Paramedic Certification shall be entitled to a Paramedic Incentive per pay period as follows:

FY21-22 Three hundred and eight dollars ($308.00) per pay period;
FY22-23 Three hundred and fifty dollars ($350.00) per pay period;
FY23-24 Three hundred and eighty-five dollars ($385.00) per pay period.

The bargaining unit member must obtain and thereafter maintain approval by the Medical Director of his or her designation as a Paramedic to continue to qualify for the incentive. If a bargaining unit member is no longer designated as a Paramedic by the Medical Director, such member will no longer qualify for the Paramedic Incentive.

16A.5 Incident Safety Officer

A bargaining unit member who is certified as a Florida Incident Safety Officer shall be entitled to an incentive of thirty-one dollars ($31.00) per pay period.

16A.6 <u>Paid on Call</u>

A bargaining unit member who is assigned "on call" status by the Fire Chief or his designee, and has been placed on the Department's schedule as such, shall be paid a fee of one dollar ($1.00) per hour for each day the bargaining unit member is subject to calls for service**.**

16A.7 <u>Special Assignment</u>

A bargaining unit member promoted or assigned to a special assignment (such as Training, Fire Prevention/Inspections, and other support or supervisory positions) that shifts from 24/7 to a forty (40) hour per week schedule on a fulltime basis may receive a wage rate adjustment of no less than six percent (6%) and no more than fifteen percent (15%) above their base pay as recommended by the Fire Chief. The differential pay shall not be applicable to a bargaining unit member temporarily assigned to an alternative schedule including transitional, restricted, or limited duty positions. In the event a differential is approved, the differential applies only while in the full-time special assignment (such as Training, Fire Prevention/Inspections, and other support or supervisory positions).

Article 17 – Holidays

17.1 **Observed Holidays**

For purposes of this Agreement, the term "Holiday" shall refer only to the date on which the holiday occurs for shift employees, and as designated by the Board of County Commissioners for 40 hour per week employees. Each of the following eleven days is recognized as a holiday (referred to herein as a "Holiday") under the terms of this Agreement to be observed on the date specified by the Board of County Commissioners:

New Year's Day
Birthday of Martin Luther King, Jr.
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day

17.2 **Accrual Rate**

Each member of the bargaining unit regularly assigned to work a twenty-four-hour shift shall earn leave (referred to herein as "Holiday Leave") at the rate of twenty-four hours for each Holiday for which each of the accrual conditions set forth in Section 17.3 has been satisfied.

17.3 **Accrual Conditions**

In order for a member of the bargaining unit to earn Holiday Leave with respect to any Holiday, each of the following conditions must have been satisfied:

(a) The member must have worked the member's last scheduled working day immediately prior to the observed Holiday, or on such working day have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician's certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.

(b) If the member was scheduled to work on the date on which the Holiday was observed, then on said date the member must either have worked or have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician's certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.

(c) The member must have worked the member's first scheduled working day immediately following the observed Holiday, or on such working day have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician's certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.

17.4 **Holiday Leave Compensation or Utilization**

For purposes of this Article, each Holiday shall commence at 0800 on the date the Holiday is observed, and continue for twenty-four uninterrupted hours.

(a) As Holiday Leave is earned, each member of the bargaining unit may elect to be compensated for the same during any pay period of the member's choice occurring within the same fiscal year that the Holiday is observed by so indicating on the member's time sheet, or to accrue the same within such year. No member shall be compensated for any Holiday Leave which has not been accrued. All Holiday Leave compensation shall be paid out in increments of twenty-four hours.

(b) A member's election either to be compensated for Holiday Leave earned with respect to a particular Holiday or to accrue such Holiday Leave shall be evidenced on the member's time sheet for the pay period in which said Holiday is observed; provided, should the member decline or otherwise fail to evidence the member's election as provided in subsection (a), then the member shall be deemed to have elected to accrue such Holiday Leave within such fiscal year as opposed to being compensated for such Holiday Leave.

(c) Accrued Holiday Leave may be utilized by a member in the same manner and subject to the same conditions as is provided in Article 27 for annual leave; provided, in the event any accrued Holiday Leave is not utilized by a member prior to the September 30 of the Employer's fiscal year during which the same was earned, then the member shall receive compensation therefor in the member's pay for first full pay period immediately following said September 30, and such accrued but not utilized Holiday Leave shall not be carried forward into any succeeding fiscal year.

(d) Holiday Leave compensation shall be based upon a member's non-overtime Hourly Rate of Regular Pay provided in Article 16 and in effect at the time payment is made.

17.5 **Shift Exchanging**

Shift exchanging is permitted on any Holiday in accordance with Article 19.

17.6 **Staff Personnel**

Any other provisions of this Agreement to the contrary notwithstanding, staff personnel assigned to a 40 hour work week, shall not earn or accrue Holiday Leave under Section 17.2 or receive compensation under Section 17.4. Rather, such staff personnel shall

receive time off and compensation for each Holiday. If such staff personnel are required to work on any designated holiday, they shall be given another day off in that same work week, or be paid for the holiday and for the hours worked on the holiday at their regular hourly rate. If staff personnel work on the holiday, only the hours worked will be counted toward the calculation of overtime for that work week, not the holiday hours.

17.7 **Annual Leave**

Subject to the limits provided in Article 27, a member of the bargaining unit who is scheduled to work on the date on which a Holiday is observed shall be permitted to use accrued annual leave upon approval by the Fire Chief.

Article 18 – Workers Compensation

18.1 **Injury-in-the-Line-of-Duty Pay**

Any bargaining unit member who sustains a temporary disability as a result of accidental injury or acquired illness or exposure in the course and scope of employment with the Employer shall, at the member's option, be entitled to receive "injury-in-the-line-of-duty" pay at the member's applicable Hourly Rate of Regular Pay, reduced by the amount of worker's compensation benefits received by the employee by reason of such temporary disability for wages lost during the same period, when absent from duty because of such temporary disability. The member's applicable Hourly Rate of Regular Pay shall be calculated in accordance with Section 16.7. Injury-in-the-line-of-duty pay shall be subject to the following limitations and conditions:

(a) Duration: The period during which injury-in-the-line-of-duty pay shall accrue shall not exceed ten working days per fiscal year for any such injury; provided, the Employer may, in its sole discretion and with a concurring medical opinion, which discretion shall not be subject to contest or arbitration, continue paying the "injury-in-the-line-of-duty" pay for additional incremental periods of up to ten working days.

(b) Claims: The temporarily disabled bargaining unit member must file a claim for worker's compensation lost wages benefits in the manner prescribed in Chapter 440, Florida Statutes. The Fire Chief and the Risk Manager may approve such claim for "injury-in-the-line-of-duty" pay when satisfied that the claim correctly states the facts and that such claim is entitled to payment.

18.2 **Misconduct**

Injury-in-the-line-of-duty pay shall not be paid for any temporary disability incurred as a result of a bargaining unit member's misconduct. Member misconduct includes any of the following:

(a) Failure to be drug and alcohol free in accordance with the provisions of Article 12 of this Agreement (Drug and Alcohol Abuse Policy), and, if the Employer is not self-insured for workers compensation coverage, in accordance with Section 440.102, Florida Statutes, and any rules promulgated thereunder, to the extent that said statute or rules may be applicable.

(b) Failure to utilize a member's personal protective equipment that has been provided to the member by the Employer for utilization as a condition of employment, or that has been supplied by the member and approved by the Employer for utilization as a condition of employment.

(c) Failure of the member to follow or observe any applicable Standard Operating Procedure, safety rules, regulations, and safe work practices that have been brought to the knowledge of the member through training by the Employer.

The Employer shall not discharge, threaten to be discharge, intimidate, or coerce any bargaining unit member by reason of such member's valid claim for compensation or attempt to claim compensation under the Worker's Compensation Law.

18.3 **Periodic Examination**

(a) Any bargaining unit member injured in the line of duty shall be examined not less than every ten working days by a physician selected by the Employer.

(b) The physician shall determine whether the member is able to return to work.

(c) An injured member employee shall have the right to prompt and proper medical care.

(d) Should the member fail to keep a scheduled appointment with the physician or otherwise comply with this medical examination schedule, the Employer will have the right to immediately terminate injury-in-the-line-of-duty pay. If the member needs to re-schedule an appointment, the member shall contact the Fire Chief or the Fire Chief's designee for approval. This will be limited to one time and if approved the Fire Chief will notify the third party administrator if the Employer is self-insured.

18.4 **Ineligibility**

When a bargaining unit member becomes ineligible to receive injury-in-the-line-of-duty pay, his or her right to compensation shall be governed by the provisions of the Worker's Compensation Laws of the State of Florida, if any.

18.5 **Litigation**

If a bargaining unit member brings litigation or administrative action under the Worker's Compensation Law or any other causes of action while receiving injury-in-the-line-of-duty pay under this Article, the Employer shall have the right to immediately terminate injury-in-the-line-of-duty pay.

18.6 **Temporary Reassignment**

(a) When a bargaining unit member sustains a temporary disability as a result of accidental injury or acquired illness or exposure in the course and scope of employment with the Employer, he or she shall, for purposes of this Article, be automatically placed on a five day, forty hour work week, commencing at 0800 on the day following the date that the temporary disability was sustained or diagnosed.

(b) When released by the physician for light duty, the member shall remain on a five day, forty hour work week and may be temporarily reassigned to such other duties as the Employer may have available, commensurate with medical and mental

fitness, until the physician releases the member to return to his or her regular, fulltime duties.

(c) With the exception of staff personnel identified under Section 15.9, the Hourly Rate of Regular Pay for any bargaining unit member placed on a five day, forty hour work week under this article shall be calculated according to the formula set forth in Section 16.5 of Article 16.

(d) With regard to the Return to Work and Light Duty Assignments policy approved by the Employer's Board of County Commissioners as of June 10, 2008, as the same may be amended from time to time, the Employer agrees to permit members meeting maximum medical improvement (MMI) an opportunity to apply for open positions within the county, at the advertised pay rate, provided they meet minimum qualifications and abilities, prior to being released or terminated.

18.7 **Forms**

Notice of Injury forms (DWC-1) and Occupational Exposure forms shall be available at each working location.

Article 19 – Shift Exchanging

19.1 **General**

A bargaining unit member covered by this Agreement may substitute for another member, provided that the substitution is approved in accordance with Departmental policy.

(a) Under no circumstances shall remuneration be tendered from one member to another in exchange for time worked.

(b) This article shall not provide an increase or decrease in compensation for any position worked.

Article 20 – Educational Incentive

20.1 **Purpose**

The purpose of this article is to improve the level of service provided to the public, by encouraging each bargaining unit member to obtain additional education and training that will improve the member's efficiency, performance and effectiveness in his or her present position, and prepare the member for enhanced responsibilities.

20.2 **Educational Expense Reimbursement**

Applications for reimbursement must be pre-approved by the Fire Chief and must include written proof that the bargaining unit member incurred the fees and/or costs and satisfactorily completed the approved program.

The Employer shall reimburse all or part of any educational expenses for satisfactory completion of formal academic course-work at an Employer-approved educational institution, leading to an associate, bachelor, master, or doctorate degree in the following skill areas: Public Safety Telecommunications, Paramedic, Firefighting, EMS, or other closely related educational programs, such expenses may include the cost of tuition, any fees charged and specifically associated with any approved course, textbooks, labs, and online courses, with a maximum reimbursement of up to $1,200.00 per bargaining unit member per fiscal year, subject to the availability of funds budgeted therefor with no obligation on the part of the Employer to budget or maintain any level of funds available therefor. Satisfactory completion includes the letter grade A, B or C, "Pass", "Complete", and "Satisfactory". There shall be no payment in advance of course completion. The member may be responsible for travel.

If a bargaining unit member has been directed by the Fire Chief to attend any educational or training program, all expenses associated therewith including tuition, registration fees, textbooks, and lab fees shall be paid for by the Employer, and such expenses shall not be limited to the $1,200 cap provided above. The employer shall be responsible for travel.

If a bargaining unit member wishes to attend an educational or training program, upon approval by the Fire Chief, expenses associated therewith including tuition, registration fees, textbooks, and lab fees may be paid for by the Employer, and such expenses may not be limited to the $1,200 cap provided above. The member may be responsible for travel.

20.3 **Eligibility**

All bargaining unit members shall be eligible for educational reimbursement in accordance with Section 20.2.

20.4 **Non-degree Courses**

Any non-degree courses shall be considered for approval on individual bases by the Fire Chief and the Human Resources Director if they determine that the same is applicable and beneficial to the Employer. Such courses shall include, but are not limited to,

seminars, workshops, symposiums and conferences.

20.5 **Prior Approval Required**

All courses, workshops, seminars, etc., must be approved prior to enrollment in a specific educational program in order to be eligible for reimbursement. The Employer will provide notification whether such program is approved in a given case within ten business days following the bargaining unit member's request therefor.

20.6 **Time-worked Rules**

No voluntarily pursued degree course-work taken by a bargaining unit member shall be considered as "time-worked"; provided, if instruction for a course is provided at a member's work station, the member may attend classes therefor while on-duty so long as the member performs his or her normal work-related duties, both emergency and non-emergency, and such class time shall be considered "time-worked"; provided further, the Employer shall have no responsibility to assist the member in making up any class time missed by the member for any reason, including but not limited to performance of normal work-related duties. The Employer will endeavor to approve shift exchanges as provided for by Departmental policy when proposed to accommodate a member's schedule for approved course-work. If the member has been directed by the Fire Chief to attend any educational or training program, time spent taking such mandated courses shall be included as "time-worked."

20.7 **Repayment Circumstances**

In the event the Employer has either directed a bargaining unit member to attend a course of study and has paid the cost thereof, or has approved a member's request to attend a course of study at the Employer's expense and has paid the cost thereof, and the member either drops out of the course or fails to receive a grade as provided in Section 20.2, then the member must promptly reimburse the Employer for all costs incurred by the Employer for the course. Should the member fail to reimburse the Employer within thirty days following demand therefor, the Employer may deduct the cost from any compensation payable by the Employer to the member.

20.8 **Certification and Recertification**

(a) Each training session or course provided by the Employer will be scheduled during two separate shifts so as to allow each bargaining unit member an opportunity to attend one or the other while off duty from his or her regularly assigned shift. During each period that a particular ACLS or BLS, emergency medical technician or paramedic certification is in effect, the Employer will provide enough training and course opportunities for each member to timely satisfy all of the training and education requirements for recertification thereof. Members will be allowed to attend such scheduled classes while on duty when available.

(b) For paramedic and/or emergency medical technical re-certification, the Employer shall provide the required training to bargaining unit members to maintain the required ACLS, BLS and CEU's for Paramedic and EMT re-certification and shall reimburse or provide 100% of the cost for renewal of such re-certification.

20.9 **Repayment upon Termination**

A bargaining unit member who has received educational expense reimbursement for any course under this article shall repay the Employer the total amount thereof if the member voluntarily or involuntarily terminates employment with the Employer, excluding retirement under the FRS pension plan, within two years of receiving reimbursement, unless the bargaining unit member was directed by the Fire Chief to attend such course. At the Employer's option such amount may be deducted from any compensation payable by the Employer to the member to the extent permitted by law.

Article 21 – Prevailing Rights

21.1 **Insurance Coverage**

Health and life insurance shall be provided or made available, as the case may be, to the members of the bargaining unit by the Employer as follows:

(a) The Employer may elect to be self-insured with respect to health insurance for its employees, including the members of the bargaining unit.

(b) Notwithstanding subsection (d) hereof, life insurance, at the Employer's expense, shall provide a death benefit of not less than $20,000.00, insuring the life of each member of the bargaining unit.

(c) The insurance benefits and opportunities provided to members of the bargaining unit shall not be less than those benefits and opportunities provided to other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party, and the monetary contributions of bargaining unit members shall not be more than those required of other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party.

(d) Except as provided in subsections (b) and (e) hereof, the Employer reserves the right to add to, subtract from, modify, continue or discontinue any rights, privileges, benefits, opportunities, or coverages presently or hereafter available to members of the bargaining unit with respect to health and life insurance, at its sole discretion without being required to bargain over the same; provided that the same is simultaneously made to apply to all other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party.

(e) The Employer will continue to provide covered employees with insurance plans providing benefits comparable to those currently in effect as the effective date of this Agreement. A member of the bargaining unit shall not be required to pay more per month towards the cost of single, spouse or family coverage than is required of other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party.

(f) Any other provisions of this Agreement to the contrary notwithstanding, in addition to its reopener rights under Section 28.2, the Employer shall have the right at any time to reopen this Section 21.1 for further negotiations by demanding immediate bargaining with regard to the same, and the Union must promptly comply. Such bargaining shall be subject fully to the provisions and processes of Part II of Chapter 447, Florida Statutes.

21.2 **Off-Duty Hours**

(a) Except as provided hereinafter, the off-duty hours of each member of the bargaining unit shall be such member's own time to govern as he or she desires, so far as it does not discredit the Employer or interfere with such member's regular duty schedule.

(b) It is understood that members of the bargaining unit may be called back to duty in the event of a major fire, disaster, or mandatory overtime and if so called shall immediately respond as directed, regardless of whether the member is on the job or scheduled to work at other employment. To ensure availability and loyalty to the Employer in the event of recall, the members of the bargaining unit working outside employment agree to furnish the name, address, and telephone number of such employment to the Employer.

(c) Members of the bargaining unit shall be permitted to work for another governmental employer as a Firefighter, EMT, or Paramedic; provided, this employment shall be limited to working strictly on a part-time basis. This subsection shall not apply to any member of the bargaining unit working for any United States (Navy, Army, Air Force, Marine Corps, Coast Guard) Reserve Unit or Florida National Guard unit at any time.

21.3 **Anti-Nepotism**

The Employer shall not implement an anti-nepotism policy applicable to the members of the bargaining unit stricter than that provided in Section 112.3135, Florida Statutes.

21.4 **Political Activities**

(a) The Employer believes it to be in the public interest and of governmental benefit to remove career employees from the area of partisan political activity. Florida law imposes certain restrictions on the political activities of state, county, and municipal officers and employees. All Division employees are permitted to hold membership in and support a political party, or maintain neutrality. During off-duty hours, members of the bargaining unit may undertake active political roles, attend meetings, support candidates, and work in campaigns. Members of the bargaining unit shall be allowed to engage in the full range of political activities guaranteed to all citizens while off-duty and not in the uniform of the Division. Members shall not demonstrate or conduct political activities at any Division workstation. In no event shall members of the bargaining unit utilize materials or property owned or leased by the Employer for the production of political materials.

(b) During a primary, general, or special election, a member of the bargaining unit who is a registered voter and whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where polls are open two hours before or two hours after the member's work period, such shall be considered sufficient time for voting.

(c) Notwithstanding subsection (a) hereof, all members of the bargaining unit shall comply with the requirements of Section 1.02 of the Clay County Personnel Policies Manual.

Article 22 – Rank Structure

22.1 **Job Description**

The Employer shall author an appropriate job description for the rank of Battalion Chief commensurate with the present duties. This rank shall be a part of the chain of command within the Division, with Captains reporting directly to Battalion Chiefs; provided, the Department Head, or authorized career designee, shall have and retain the authority to give specific direction to or otherwise command each member of the bargaining unit without regard to rank or assignment. Should the Employer, in exercising its management right, desire to change the job description in a way that materially impacts wages, hours, and/or terms or conditions of employment, then the Union will be notified and, upon timely request by the Union, the impact of the change(s) shall be bargained prior to implementation.

22.2 **Vacancies in Ranking Positions**

When a vacancy occurs in the Battalion Chief rank that the Employer elects to fill, and a promotional list therefor established under the Firefighter CBA has not yet been established, or has been expended, the Fire Chief may appoint a Division employee who is a member of the bargaining unit governed under the Firefighter CBA to the open position on a temporary basis, not to exceed one hundred and eighty days, or until the exam process is completed, whichever occurs first. After one hundred and eighty days, a permanent replacement shall be appointed in accordance with this article. When a vacancy occurs that the Employer elects to fill, a temporary replacement shall be named from an existing list of eligible candidates established under the Firefighter CBA within fifteen calendar days.

22.3 **Eligibility**

To be eligible to serve in the rank of Battalion Chief a candidate must meet the current job description established by the Employer's Board of County Commissioners therefor.

Article 23 – Stress Management

23.1 **Employee Assistance Program**

The Employer agrees to provide and maintain an Employee Assistance Program (EAP). Counseling shall be available to Bargaining unit members and their immediate family. Initial evaluation and short term counseling (4 to 6 visits) shall be provided at no cost to the member or family member. If the nature of the problem requires further treatment, the member will be referred to resources that are either free, covered by insurance, or based on the member's ability to pay. The contents of any counseling sessions shall be strictly confidential.

Article 24 – Layoff

24.1 **Layoff**

(a) In the event that the Employer decides that layoffs become necessary, bargaining unit members shall be queried to ascertain if anyone desires to revert to the previously held position prior to promotion. If no one comes forward, selection among the members shall be based on superiority in rank within the Battalion Chief classification with the person with the least superiority in rank being selected first. Selected members shall be offered the previously held position prior to promotion.

(b) If there is a tie in superiority in rank, the bargaining unit members will be selected based on test scores, with the lowest test score being selected first. Selected members shall be offered the previously held position prior to promotion.

(c) If there is a tie in superiority in rank and in test scores, the selection will be based on seniority with the least senior bargaining unit member being selected first. Selected members shall be offered the previously held position prior to promotion.

(d) Time earned in accordance with Article 2.4 by a bargaining unit member electing to accept the previously held position prior to promotion, as described in subsections (a), (b) and (c), shall count cumulatively with prior time earned in the previously held position prior to promotion, to determine the member's then current "superiority in rank" in the newly demoted position.

(e) The compensation of a bargaining unit member demoted due to a reduction in work force shall adjusted to the Annual Base Pay for the appropriate stage of the Pay Plan under the Firefighter CBA of the new rank. Future increases in pay will be governed under the Firefighter CBA then in effect.

(f) A bargaining unit member demoted due to a reduction in work force shall not have to retest for the member's previously held rank, but shall be placed on the top of an eligibility list which will have a four year duration from the date of demotion.

(g) A bargaining unit member demoted due to a reduction in work force shall be restored to the member's previously held rank as soon as a position becomes available due to attrition or any other increase in work force by using the reverse of the process by which the member was selected for demotion, with the member having most superiority in rank being restored first, the member having the lowest test score second, and the member having the least seniority third.

(h) The Annual Base Pay, as defined in Article 16, of a bargaining unit member restored to rank under subsection (g) shall be the amount reflected in the matrix of the Pay Plan in Article 16 for the stage corresponding to the member's years of service.

24.2 **Layoff Notification**

The Employer shall notify the Union President of an impending lay-off prior to the actual reduction in force.

Article 25 – Physical Fitness

25.1 **General Provisions**

The Union recognizes the importance of a physical fitness/wellness program, and shall allow the Employer to determine if and when such a program is established within the Division. In the event such a program is initiated, the following requirements shall be met:

(a) No bargaining unit member shall be disciplined for failing to comply with any requirements, as long as the member is actively participating. Such participation shall be based upon the member's current fitness and general health. It is recommended that any program initiated in the future be custom tailored for each member, based on that member's general health, fitness, and goal.

(b) Any such program instituted shall apply equally to all members of the bargaining unit.

(c) Each bargaining unit member shall receive a medical examination provided by the Employer, prior to the implementation of a physical fitness program. The medical doctor shall not be the medical director.

25.2 **Injuries**

Injuries suffered as a result of physical fitness, as part of a Division-sponsored program, shall be considered a line of duty injury and covered under the provisions of Article 18.

25.3 **Diet and Nutrition**

Any program established under Section 25.1 shall include professional training on proper diet and nutrition.

Article 26 – Uniforms

26.1 **General Provisions**

Except as provided in Section 26.7 and the approved uniform variants, as detailed in the Departmental Uniform Policy, and available to be worn by the bargaining unit members at their cost, all uniforms, protective clothing, and protective devices required of members employees in the performance of their duties, shall be furnished without cost to them by the Employer.

26.2 **Uniform Issuance**

The Employer shall furnish the following uniform items to each employee at no cost to the employee:

4 – uniform pants
4 – uniform shirts
1 – winter jacket
1 – black leather uniform belt

It will not be necessary to re-issue any items which have already been provided to the member. Those items which have already been provided to the member will be subject to Section 26.4. In consideration of the foregoing, bargaining unit members shall wear or use said uniforms only for official Division business, and to maintain, clean, and shall maintain, clean and repair the same to the extent possible on a regular basis.

26.3 **Reissue**

Uniform items no longer usable shall be returned to Logistics for immediate replacement. An article of uniform clothing shall be deemed not usable if it is torn, faded, does not fit properly, stained, or potentially infected. All infected clothing shall be placed in a red or yellow bag appropriately marked and sent to Logistics for replacement or cleaning. Replacement shall be on an item by item basis.

26.4 **Dress Standards**

Approved Departmental Dress Standards shall be set forth in the Uniform Policy established by the Fire Chief. The Uniform Policy shall be subject to revision from time to time, as determined by the Fire Chief, and may be deviated from only as directed by the Fire Chief or designee.

26.5 **New Articles**

New articles of uniform clothing shall be provided by the Employer prior to a mandate that they be worn.

26.6 **Return of Uniforms upon Separation**

Upon separation from employment with the Department, whether voluntary or otherwise, each bargaining unit member will return all Department-issued uniform items received by the member during the member's employment with the Department. Such items shall be

returned to Logistics within five (5) calendar days from the member's last date of employment with the Department.

26.7 **Clothing, Equipment and Maintenance Allowance**

Each bargaining unit member may receive up to $460.00 per fiscal year for a clothing, equipment, and maintenance allowance, payable through approved reimbursement. Prior to any purchase, each bargaining unit member shall be responsible for obtaining reimbursement approval from the Fire Chief or his or her designee for the proposed clothing and equipment. After any purchase, it is the responsibility of the bargaining unit member to provide proper documentation for reimbursement. With respect to maintenance, each bargaining unit member shall follow the Employer's approved process. Neither the allowance nor reimbursement shall be reflected as an adjustment to the member's Current Hourly Rate of Regular Pay under Article 16. From this allowance, each bargaining unit member governed under this Agreement shall obtain shoes or boots and with the exception for the belt issued to a new member under Section 26.2, a black leather uniform belt, including any replacement belt, which shall be worn as a part of the uniform.

Article 27 – Leave

27.1 **Annual Leave**

(a) Bargaining unit employees assigned to 24-hour shift positions shall accrue annual leave at the following annual rates, prorated per pay period, based upon years of employment with the Employer:

0 through 5 years (up to 60 months) .....120 hours
6 through 9 years (61 through 108 months)..... 132 hours
10 through 14 years (109 through 168 months)..... 156 hours
15 years and over (169 months plus) ..... 180 hours

(b) In accordance with the accrual rate schedule outlined in subsection (a), each time a bargaining unit member assigned to a 24-hour shift position has reached the anniversary date of the member's sixth, tenth, and fifteenth year of employment with the Employer, an additional ten hours shall be immediately credited to the annual leave balance of the member, and the accrual rate shall change accordingly.

(c) Bargaining unit employees not assigned to 24-hour shift positions shall accrue annual leave at the following rates, prorated per pay period, based upon years of employment with the Employer:

0 through 5 years (up to 60 months) ..... 96 hours
6 through 9 years (61 through 108 months)..... 120 hours
10 through 14 years (109 through 168 months)..... 144 hours
15 years and over (169 months plus) ..... 168 hours

(d) In accordance with the accrual rate schedule outlined in subsection (c), each time a bargaining unit member not assigned to a 24-hour shift position has reached the anniversary date of the member's sixth, tenth, and fifteenth year of employment with the Employer, an additional eight hours shall be immediately credited to the annual leave balance of the member, and the accrual rate shall change accordingly.

(e) The maximum annual leave hours each bargaining unit member may have to his or her credit on December 31 of each year shall be:

0 through 10 years of employment ..... 240 hours
11 through 15 years of employment ..... 320 hours
16 plus years of employment ..... 360 hours

(f) Annual leave shall be scheduled in accordance with Department policy. One bargaining unit member of the normal daily shift assignment shall be released for annual leave, not to include those members on Military Leave or Administrative

Leave. More than one member may be released for annual leave at the discretion of the Fire Chief or the Fire Chief's designee, and is not subject to grievance.

27.2 **Sick Leave**

(a) Bargaining unit members assigned to 24-hour shift positions shall accrue sick leave at the rate of one hundred twenty per year prorated per pay period. Bargaining unit members not assigned to 24-hour shift positions shall accrue sick leave at the rate of ninety-six hours per year prorated per pay period.

(b) Sick leave may be used for personal sickness, bodily injury, quarantine, medical or physical examination, and family illness. When there is an illness in the bargaining unit member's family (children, spouse or other relative living in the household or confined to an assistance program) and the bargaining unit member must stay home to provide care, bargaining unit members assigned to a 24 hour shift position may take up to 72 hours of sick leave per calendar year and bargaining unit members not assigned to 24 hour shift positions may take up to 24 hours of sick leave per calendar year. The Fire Chief or designee has the discretion to approve additional use of sick leave for family illness. This provision does not apply when leave is taken under the Family and Medical Leave Act.

(c) If an employee becomes ill while on vacation, they may request that the time be charged to sick leave. The employee's supervisor must be notified within 72 hours of the illness. Certification of the illness by a physician may be required before sick leave may be granted.

27.3 **Administrative Leave**

Administrative leave with pay shall be approved for bargaining unit members the following defined purposes, and shall not be charged against a bargaining unit member's accrual of any other leave:

(a) Condolence leave – Paid condolence leave shall be granted as follows:

(1) A member assigned to work a 24-hour shift shall be granted forty-eight hours of paid condolence leave, and a member assigned to a 40-hour work week shall be granted twenty-four hours of paid condolence leave, to attend a funeral of an immediate family member (parent, parent in-law, grand-parent, legal guardian, spouse, brother, sister, grandchild, or child).

(2) A member assigned to work a 24-hour shift shall be granted twenty-four hours of paid condolence leave, and a member assigned to a 40-hour work week shall be granted eight hours of paid condolence leave, to attend a funeral of other family members (i.e., grandparent-in-law, brother-in-law and sister-in-law, aunt and uncle).

(b) Court Appearance – A member summoned as a prospective juror or subpoenaed as a witness shall be granted court appearance leave with pay. Any fees paid shall

be delivered to the Employer; provided, court appearance leave with pay does not apply when the member is involved in personal litigation, unless the result of official performance of duty.

(c) Examinations – A member shall be granted examination leave with pay (while staffing permits) for taking examinations for certifications identified within this Agreement.

(d) Educational – A member may be granted educational leave with pay to attend Department approved seminars, conferences, or meetings.

27.4 **Administrative Leave without Pay**

A bargaining unit member not on probationary status with the Employer may be granted leave without pay for personal reasons upon written request to the Fire Chief via the chain of command, with subsequent approval by the County Manager. Such leave shall not exceed six months. Annual and sick leave shall not accrue during administrative leave without pay. Administrative leave without pay shall not constitute a break in service in accordance with rules of the Florida Retirement System. The member shall return to the rank and pay previously held upon the member's return.

27.5 **Rules for Annual and Sick Leave**

(a) Annual and sick leave shall accrue during paid leave, unless the paid leave immediately precedes separation due to voluntary resignation.

(b) Payment for Earned Leave

(1) Annual Leave

A. Upon involuntary separation or upon separation due to voluntary resignation other than a qualified retirement or a reduction in force, each bargaining unit member not on probation shall be paid for any unused annual leave, not to exceed 360 hours.

B. In case of death of a bargaining unit member, 100% of unused annual leave shall be paid to the employee's beneficiary, estate, or as provided by law.

C. Upon separation due to a qualified retirement, each bargaining unit member shall be paid for any unused annual leave, not to exceed 360 hours.

D. Upon entering the Deferred Retirement Option Program of the Florida Retirement System (DROP), each bargaining unit member may elect to be paid for any unused annual leave, not to exceed 360 hours, in lieu of any other payment for unused annual leave.

E. A bargaining unit member who has received payment for unused annual leave under any of the provisions of this paragraph is thereafter ineligible to receive any further payment for unused annual leave, unless the member received an initial payout upon entering DROP in an amount that was less than the maximum for which the member was eligible, in which event the member may receive payment for the balance of such maximum upon final separation.

(2) Sick Leave

A. Except as provided in subparagraph C, upon separation, each bargaining unit member not on probation shall be paid for 50% of any unused sick leave, not to exceed 960 hours, provided that the member has ten years plus service.

B. In case of death of a bargaining unit member, 50% of unused sick leave, not to exceed 960 hours thereof, shall be paid to the member's beneficiary, estate, or as provided by law.

C. Upon separation due to a qualified retirement, a bargaining unit member shall be paid for any unused sick leave, not to exceed 960 hours.

D. Bargaining unit members shall be eligible to participate in the sick leave pool established for employees of the Employer who are not within the scope of a collective bargaining agreement to which the Employer is a party under the same terms and conditions as are applicable to such employees, as the policy governing such sick leave pool may be amended from time to time.

(c) Holiday leave may be used in lieu of sick leave with prior approval of the Fire Chief.

(d) The biweekly paycheck shall indicate the proper accrual for that pay period. Leave cannot be taken until it is earned. A bargaining unit member on layoff or separation may, at the member's option, continue to receive a biweekly paycheck, drawing on accrued sick and annual leave, and earned holidays, until expended.

(e) For purposes of subsection (b), the term qualified retirement means retirement from employment with the Employer at an age or with years of service in the Florida Retirement System that would entitle the bargaining unit member to retire normally and receive a full pension thereunder without penalty for early retirement, regardless of whether the member has elected to participate in the Florida Retirement System pension plan or investment plan, and provided that at such retirement the member has achieved the applicable minimum years of service in the Florida Retirement System that would entitle the member to receive a pension thereunder upon retirement. For a member hired by the Employer prior

to July 1, 2011, the applicable normal retirement age or years of service is 55 years old, or 25 years of Special Risk Class service, and the applicable minimum years of service is 6 years. For a member hired by the Employer on or after July 1, 2011, the applicable normal retirement age or years of service is 60 years old or 30 years of Special Risk Class service, and the applicable minimum years of service is 8 years.

27.6 **Family and Medical Leave**

(a) Each bargaining unit member, in accordance with the Family and Medical Leave Act of 1993, shall be allowed up to twelve weeks of unpaid family and medical leave during any twelve month period, subject to the limitations provided in subsection (b). The member is under no obligation to utilize the full twelve weeks of unpaid family and medical leave. The Employer shall post a copy of said Act at all fire stations.

(b) Any family and medical leave under this section shall be taken in accordance with the provisions of the Employer's Personnel Policies Manual.

27.7 **Military Leave**

(a) Bargaining unit members who are members of the United States Armed Forces Reserve and National Guard shall be entitled to military leave with pay for inactive duty training (IDT) and annual training (AT), as follows.

(1) Requests for military leave with pay for IDT shall not require orders. The Employer may request verification after the training period. The Employer may require written orders to approve military leave with pay requests for AT.

(2) Military leave with pay shall not exceed seventeen days at one time for National Guard members. Military leave with pay for Reservists shall not exceed seventeen days in a fiscal year of the Employer.

(3) When a bargaining unit member is participating in IDT or AT outside of the local area, he or she must provide to the Employer military orders verifying the same. Subject to the limitations provided in paragraph (2), military leave with pay shall be for the full amount of the member's work hours for each of the member's regularly scheduled shifts occurring during IDT or AT that takes place outside of the local area, and for the full amount of the member's work hours not to exceed twelve for each of the member's regularly scheduled shifts occurring during IDT or AT that takes place within the local area.

(4) When a bargaining unit member is participating in IDT or AT in the local area, in no event shall military leave with pay extend for a period that is longer than necessary for the member to participate in the IDT or AT and return to work.

(5) Travel time shall be included in military leave with pay if written orders provide for travel time.

(6) The Employer acknowledges that a bargaining unit member who returns to work during a period for which military leave with pay has been approved may be recalled at any time, and is obligated to return to the location of the IDT or AT. If this occurs, the member shall be released by the Employer for return to the IDT or AT as soon as a replacement is found.

(7) As IDT is a regularly scheduled event, each bargaining unit member subject to IDT must provide to the Fire Chief the schedule thereof as soon as it is known to the member. The member must submit a military leave with pay request for the IDT at least four months prior to the commencement thereof. In case of an IDT schedule change, the Employer may deny military leave with pay if a request therefor is made with less than ninety-six hours advance notice, but cannot deny the time off.

(b) If a bargaining unit member is ordered to report by the Selective Service Board, any time away from work occasioned thereby shall be considered military leave with pay if for the purpose of examinations, physicals, or entry processing.

27.8 **Alternative Attendance Incentive Leave and Annual Leave Sell-Back Programs**

(a) Eligible bargaining unit members shall have the option of participating in either the Attendance Incentive Leave Program or the Annual Leave Sell-Back Program set forth in paragraphs (1) and (2) below.

(1) Attendance Incentive Leave Program. The Attendance Incentive Leave Program is as follows:

A bargaining unit member is eligible to receive attendance incentive leave under the Attendance Incentive Leave Program if the member has used 32 hours or less of sick leave and leave without pay combined during the immediately preceding calendar year, and has been actively employed with the Department for the entirety of said year. The amount of attendance incentive leave will be determined as follows:

TOTAL HOURS ABSENT	ATTENDANCE INCENTIVE LEAVE RECEIVED
8 or less	4 days
9-16	3 days
17-24	2 days
25-32	1 day

For purposes of this paragraph, one day of attendance incentive leave earned is the equivalent of eight hours of annual leave. Absences for a fraction of an hour will be rounded up to the next full hour.

(2) Annual Leave Sell-Back Program.

The Annual Leave Sell-Back Program for bargaining unit members assigned to 24-hour shifts is as follows:

A bargaining unit member assigned to a 24-hour shift is eligible to sell back all of the member's accrued annual leave that exceeds 120 hours if the member has used 48 hours or less of sick leave and leave without pay combined during the immediately preceding calendar year, has not received disciplinary action other than a written or oral reprimand during said year, and has been actively employed with the Department for the entirety of said year. For purposes of this subparagraph, 1 day of leave is the equivalent of 24 hours. Absences for a fraction of an hour will be rounded up to the next full hour.

(b) A bargaining unit member assigned to a 40-hour work week shall participate in the Attendance Incentive Leave Program set forth in paragraph (1) of subsection (a) if the member meets the eligibility requirements set forth therein. Such member is not eligible to participate in the Annual Leave Sell-Back Program set forth in paragraph (2) of subsection (a).

(c) An eligible bargaining unit member's election to participate in either the Attendance Incentive Leave Program or the Annual Leave Sell-Back Program must be made each year, and must be submitted to the Fire Chief in writing no earlier than each November 1 and no later than the following November 30 of such year. An eligible member who fails to so submit shall be deemed to have elected to participate in the Attendance Incentive Leave Program. The written notice to the Fire Chief electing to participate in the Annual Leave Sell-Back Program must include the number of annual leave hours the member chooses to sell back.

(d) All annual leave sold back under the Annual Leave Sell-Back Program shall be paid at the bargaining unit member's non-overtime Hourly Rate of Regular Pay provided in Article 16 and in effect at the end of the calendar year for which the election to participate in the Annual Leave Sell-Back Program is made. All annual leave sold back by a member under the Annual Leave Sell-Back Program will be deducted from the member's accrued annual leave.

(e) For purposes of this subsection, a type of shift means a 24-hour shift or a 40-hour work week. If a bargaining unit member has worked more than one type of shift during the calendar year for which the member's eligibility to participate in the Annual Leave Sell-Back Program is being determined, the type of shift that the member worked for the longer or longest duration during said year shall govern the determination, as well as the applicability of paragraph (2) of subsection (a).

Article 28 – Duration and Reopener

28.1 **Effective Date**

This Agreement shall take effect as of the date that it shall have been ratified by both the Union and the Employer's Board of County Commissioners, with the pay provisions set forth in Article 16 and Article 16A retroactive to December 22, 2021. On and after the date of ratification by both parties, the provisions of this Agreement shall prevail over all other bargaining agreements entered into between the Employer and the Union prior thereto. This Agreement shall remain in full force and effect until and including September 30, 2024, whereupon it shall be deemed expired.

28.2 **Future Bargaining**

(a) No earlier than April 15, 2023 and no later than May 15, 2023, each party has the right to open up to two articles by submitting to the other party written notification that it has exercised such right and identifying by number and title the article or articles it intends to open. The parties shall commence negotiations regarding any article opened under this subsection no later than May 31, 2023.

(b) No earlier than April 15, 2024, and no later than May 15, 2024, each party shall submit to the other written notification identifying by number and title those articles of this Agreement said party intends to open for bargaining for a collective bargaining agreement to succeed this Agreement. No later than May 31, 2024, the parties shall commence negotiations on a collective bargaining agreement to succeed this Agreement upon its expiration as provided in Section 28.1.

28.3 **Waiver**

With respect to any article of this Agreement that neither party has announced to be negotiated under Section 28.2, the same shall be considered agreeable to both parties, and will be included in the collective bargaining agreement being negotiated to succeed this Agreement without further bargaining.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on behalf of each.

UNION:

The Clay County Fire/Rescue Professionals, Unit "B", International Association of Firefighters Local 3362B

By: _____
Joshua Eric Soles, President

COUNTY:

Clay County, a political subdivision of the State of Florida, by and through its Board of County Commissioners

By:_____
Wayne Bolla, Chairman

ATTEST:

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

F:\Union\Iaff\2021\BC CBA Agreement 2022-2024 5.13.22.doc

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County Commissioners

DATE: 3/4/2022

FROM: Courtney Grimm

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Resolution - Baptist Health Revenue Bonds Series 2022	Resolution Letter	5/17/2022	Resolution-FINAL_WITH_EXHIBITS_for_05-24-22_BCC_Agendaada.pdf
Interlocal Agreement - Baptist Health Revenue Bonds Series 2022	Agreement/Contract	5/17/2022	Active_156905724_6_Baptist_Health_2022_-_Interlocal_Agreement_between_Jacksonville_and_Clay_County-1ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Grimm, Courtney K.	Approved	5/17/2022 - 12:48 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/17/2022 - 5:36 PM	AnswerNotes

RESOLUTION NO._____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, APPROVING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF JACKSONVILLE, FLORIDA (THE "ISSUER"); APPROVING THE ISSUANCE BY THE ISSUER OF ITS HEALTH CARE FACILITIES REVENUE BONDS (BAPTIST HEALTH), SERIES 2022, IN ONE OR MORE SERIES, TAXABLE, TAX-EXEMPT OR A COMBINATION THEREOF, FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $200,000,000, TO FINANCE, REIMBURSE OR REFINANCE ALL OR A PORTION OF THE COSTS OF THE ACQUISITION, PLANNING, DEVELOPMENT, CONSTRUCTION, RENOVATION, IMPROVEMENT, EQUIPPING AND INSTALLATION OF CERTAIN HEALTH CARE FACILITIES LOCATED OR TO BE LOCATED IN CLAY COUNTY, FLORIDA, AND OTHER HEALTH CARE FACILITIES LOCATED OUTSIDE CLAY COUNTY, FLORIDA, OF WHICH NOT TO EXCEED $100,000,000 WILL BE ISSUED FOR THE PURPOSE OF PROVIDING FUNDS TO MAKE ONE OR MORE LOANS TO SOUTHERN BAPTIST HOSPITAL OF FLORIDA, INC. (D/B/A BAPTIST MEDICAL CENTER JACKSONVILLE, BAPTIST MEDICAL CENTER SOUTH, BAPTIST MEDICAL CENTER CLAY AND WOLFSON CHILDREN'S HOSPITAL), A FLORIDA NOT FOR PROFIT CORPORATION, TO FINANCE, REIMBURSE OR REFINANCE ALL OR A PORTION OF THE COSTS OF THE ACQUISITION, PLANNING, DEVELOPMENT, CONSTRUCTION, RENOVATION, IMPROVEMENT, EQUIPPING AND INSTALLATION OF SUCH HEALTH CARE FACILITIES LOCATED OR TO BE LOCATED IN CLAY COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Southern Baptist Hospital of Florida, Inc. (d/b/a Baptist Medical Center Jacksonville, Baptist Medical Center South, Baptist Medical Center Clay and Wolfson Children's Hospital) (the "Borrower"), desires to finance, reimburse or refinance all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain health care facilities located or to be located in Clay County, Florida ("Clay County"), as more particularly described in Exhibit A hereto (the "Clay County Project"), and to finance, reimburse or refinance all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain other health care facilities located or to be located outside Clay County, Florida, as more

particularly described in Exhibit A hereto (the "Other Project" and together with the Clay County Project, the "Project"); and

WHEREAS, the Borrower will recognize substantial cost savings by financing, refinancing or reimbursing all or a portion of the costs of the Project through a single plan of finance consisting of the issuance by the City of Jacksonville, Florida (the "Issuer"), of its Health Care Facilities Revenue Bonds (Baptist Health) (the "Bonds"), in one or more series, taxable, tax-exempt or a combination thereof, in an aggregate principal amount not to exceed $200,000,000, to finance, refinance or reimburse all or a portion of the costs of the Project; and

WHEREAS, the Issuer has requested that the Board of County Commissioners (the "Board") consider and approve the Issuer's issuance of the Bonds, to the extent the interest on such Bonds is to be exempt from federal income taxation, in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Borrower has requested that the Board authorize the execution and delivery of an Interlocal Agreement to be entered into between Clay County and the Issuer (the "Interlocal Agreement"), in substantially the form attached hereto as Exhibit B, to allow the issuance by the Issuer of the Bonds to pay a part of the costs of the Clay County Project, the amount thereof not to exceed $100,000,000; and

WHEREAS, the Issuer and Clay County are willing to enter into the Interlocal Agreement as herein described in order to permit the Borrower to finance, refinance and reimburse all or a portion of the costs of the Clay County Project with proceeds of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board that:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the laws of the State of Florida, including Chapter 159, Part II, and Section 163.01, Florida Statutes, as amended, and other applicable provisions of law (collectively, the "Act").

SECTION 2. FINDINGS. The Board hereby finds, determines and declares as follows:

A. The Board is the elected legislative body of Clay County, and Clay County has jurisdiction over the area in which the Clay County Project is located.

B. Notice of a public hearing to be held before the Board, inviting comments and discussions concerning the issuance of the Bonds by the Issuer to finance, refinance or reimburse all or a portion of the costs of the Clay County Project, was published in *Clay Today*, a newspaper of general circulation in Clay County at least seven days prior to such hearing date, a copy of the publisher's affidavit of proof of publication is attached hereto as Exhibit C and incorporated herein by reference.

C. Following such notice, a public hearing was held by the Board during which comments and discussions concerning the issuance of the Bonds by the Issuer to finance, refinance or reimburse all or a portion of the costs of the Clay County Project were requested and allowed.

D. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of Clay County, the Issuer, the State of Florida or any political subdivision thereof but shall be payable solely from the revenues pledged therefor pursuant to a Loan Agreement entered into by and between the Issuer and the Borrower prior to or contemporaneously with the issuance of the Bonds.

SECTION 3. AUTHORIZATION OF INTERLOCAL AGREEMENT. The form of the Interlocal Agreement attached hereto as Exhibit B and incorporated by reference is hereby approved. The Chairman of the Board of County Commissioners (or other appropriate official designated by the Board) and the Clerk of Courts or Deputy Clerk are hereby authorized in the name and on behalf of Clay County pursuant to this Resolution to execute and deliver the Interlocal Agreement on behalf of Clay County in substantially the form attached to this Resolution, with such changes, insertions and deletions as the officers signing such document may approve, their execution thereof to be conclusive evidence of such approval. The officers executing the Interlocal Agreement are hereby further authorized to do all things which may be required or advisable with respect or in any way related thereto, including, but not limited to, recording the Interlocal Agreement with the Clerk of the Circuit Court in and for Clay County, Florida. The County Manager (or other appropriate official designated by the Board) and Clerk of Courts or Deputy Clerk are hereby further authorized to take such further action and execute such further instruments as may be necessary or appropriate to fully effectuate the purpose and intention of this Resolution and the Interlocal Agreement.

SECTION 4. APPROVAL. Solely for the purposes of satisfying the provisions of Section 147(f) of the Code and other applicable provisions of law, the Board hereby approves the issuance of the Bonds by the Issuer in one or more series, taxable, tax-exempt or a combination thereof, in an aggregate principal amount not exceeding $200,000,000, of which not to exceed $100,000,000 will be issued for the purpose of providing funds to make one or more loans to the Borrower to finance, refinance or reimburse all or a portion of the costs of the Clay County Project. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Clay County Project, and the Board shall not be construed by reason if its adoption of this Resolution to make any such endorsement, finding or recommendation to have waived any right of Clay County or estopping Clay County from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Board of the issuance of the Bonds by the Issuer shall not be construed to obligate Clay County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and construction of the Clay County Project.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

[Remainder of Page Intentionally Left Blank]

PASSED AND ADOPTED this _____ day of _____, 2022.

CLAY COUNTY, FLORIDA

(SEAL)

_____
Chair, Board of County Commissioners

ATTEST:

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

EXHIBIT A

PROJECT DESCRIPTIONS

Clay County Project Description

The Clay County Project consists of financing, reimbursing or refinancing all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain facilities, and other capital improvements and upgrades, at Baptist Clay Medical Campus, located at or about 1771 Baptist Clay Drive, Fleming Island, Florida 32003 and 1747 Baptist Clay Drive, Fleming Island, Florida 32203, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 300,000 square foot inpatient hospital facility with approximately 100 beds and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures.

Other Project Description

The Other Project consists of financing, reimbursing or refinancing all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain facilities, and other capital improvements and upgrades, at:

(a) Baptist Medical Center Jacksonville, located at or about 800 Prudential Drive, Jacksonville, Florida 32207, 836 Prudential Drive, Jacksonville, Florida 32207, 841 Prudential Drive, Jacksonville, Florida 32207, 1325 San Marco Boulevard, Jacksonville, Florida 32207, 1235 San Marco Boulevard, Jacksonville, Florida 32207, 1650 Prudential Drive, Jacksonville, Florida 32207, 1660 Prudential Drive, Jacksonville, Florida 32207 and 3451 Beach Boulevard, Jacksonville, Florida 32207, including without limitation (i) the acquisition, construction, planning, development, renovation, improvement and equipping of a new approximately seven-story health care facility, including without limitation an approximately 75-bed Neonatal Intensive Care Unit and an approximately 26-bed Pediatric Intensive Care Unit, (ii) the acquisition, expansion, renovation, installation and equipping of labor and delivery facilities, laboratories, testing and procedure rooms, office space and common areas and (iii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

(b) Baptist Medical Center Beaches, located at or about 1350 13th Avenue South, Jacksonville Beach, Florida 32250, 1361 13th Avenue South, Jacksonville Beach, Florida 32250, 1370 13th Avenue South, Jacksonville Beach, Florida 32250, 1320 Roberts Drive, Jacksonville Beach, Florida 32250, 1375 Roberts Drive, Jacksonville Beach, Florida 32250 and 1127 South 16th Avenue, Jacksonville Beach, Florida 32250, including without limitation (i) the acquisition, expansion, renovation, installation and equipping of laboratories, testing and procedure rooms, pharmacies, office space and common areas and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

(c) Baptist Medical Center South, located at or about 14550 Old St. Augustine Road, Jacksonville, Florida 32258, 14540 Old St. Augustine Road, Jacksonville, Florida 32258 and

14546 Old St. Augustine Road, Jacksonville, Florida 32258, including without limitation (i) the acquisition, construction, expansion, renovation, installation and equipping of facilities related to an inpatient bed expansion and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

(d) Baptist Medical Campus at Nassau Crossing, located at or about 76375 Harper Chapel Road, Yulee, Florida 32097, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 25,000 square foot outpatient free standing emergency room facility and other diagnostic and ambulatory services and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures; and

(e) Baptist Medical Campus at St. Augustine, located at or about 475 Prime Outlets Boulevard, St. Augustine, Florida 32084, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 25,000 square foot outpatient free standing emergency room facility and other diagnostic and ambulatory services and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures.

EXHIBIT B

FORM OF INTERLOCAL AGREEMENT

[Attached]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
McGuireWoods LLP
500 E. Pratt Street, Suite 1000
Baltimore, Maryland 21202
Attn: Clinton W. Randolph

INTERLOCAL AGREEMENT

Dated as of May 1, 2022

Between

CITY OF JACKSONVILLE, FLORIDA

and

CLAY COUNTY, FLORIDA

THERE ARE NO INTANGIBLE TAXES OR DOCUMENTARY STAMPS DUE ON THE BONDS DESCRIBED HEREIN, PURSUANT TO CHAPTER 159, PART II, FLORIDA STATUTES

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT (this "Agreement") is dated as of May 1, 2022, and is entered into between the CITY OF JACKSONVILLE, an incorporated municipality of the State of Florida ("Jacksonville"), and CLAY COUNTY, a political subdivision of the State of Florida ("Clay County").

WITNESSETH:

WHEREAS, Jacksonville and Clay County each represents to the other that, pursuant to Chapter 159, Part II, Florida Statutes, as amended ("Chapter 159"), and other applicable provisions of law, it is authorized to issue bonds to finance the cost of the acquisition, construction, improvement and equipping of certain health care facilities; and

WHEREAS, Jacksonville and Clay County each represent to the other that it constitutes a "public agency" within the meaning of Section 163.01, Florida Statutes, as amended (the "Interlocal Act"), and is authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, Jacksonville represents to Clay County that Jacksonville has been advised that Southern Baptist Hospital of Florida, Inc. (d/b/a Baptist Medical Center Jacksonville, Baptist Medical Center South, Baptist Medical Center Clay and Wolfson Children's Hospital) (the "Borrower"), desires to finance, refinance and reimburse all or a portion of the cost of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain "health care facilities" constituting "projects," as such terms are used in Chapter 159, located or to be located in Clay County (collectively, the "Clay County Project") and finance, refinance and reimburse all or a portion of the cost of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of other "health care facilities" located or to be located outside Clay County (collectively, the "Other Project"), as described in Exhibit A hereto (the Clay County Project and the Other Project are hereinafter referred to collectively as the "Project"); and

WHEREAS, Jacksonville represents to Clay County that Jacksonville has been advised that the Borrower has requested that Jacksonville and Clay County enter into this Agreement to authorize Jacksonville to issue under Chapter 159 its Health Care Facilities Revenue Bonds (Baptist Health), Series 2022, in one or more series, taxable, tax-exempt or a combination thereof, from time to time, in an aggregate principal amount of not to exceed $200,000,000 (the "Bonds"), to finance and refinance all or a portion of the Clay County Project and the Other Project, of which not to exceed $100,000,000 will be issued for the purpose of providing funds to make one or more loans to the Borrower pursuant to one or more loan agreements between Jacksonville and the Borrower (individually and collectively, the "Financing Agreement") to finance, refinance or reimburse all or a portion of the costs of the Clay County Project, and that issuance of the Bonds by Jacksonville will result in a significant cost savings to the Borrower

over the issuance and sale of separate issues of bonds by Jacksonville, Clay County and the other local government bodies, if any, whose jurisdiction within which a portion of the Project is or will be located, in order to finance, refinance or reimburse a portion of the costs of the Project; and

WHEREAS, Jacksonville and Clay County have agreed to enter into this Agreement for the purposes stated above; and

WHEREAS, on April 19, 2022, the Industrial Development Revenue Bond Review Committee of the City of Jacksonville, Florida, on behalf of Jacksonville, preliminarily authorized and approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement; and

WHEREAS, on May 24, 2022, the City Council of Jacksonville authorized and approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement; and

WHEREAS, on May 24, 2022, the Board of County Commissioners of Clay County approved the issuance of the Bonds by Jacksonville and approved the execution and delivery of this Agreement; and

WHEREAS, the Interlocal Act authorizes Jacksonville and Clay County to enter into this Agreement, and the Interlocal Act and Chapter 159 confer upon Jacksonville authorization to issue the Bonds and to apply the proceeds thereof to the financing or refinancing of the Clay County Project through one or more loans of Bond proceeds to the Borrower; and

WHEREAS, the parties hereto desire to agree to the issuance of the Bonds by Jacksonville for such purposes and such agreement by the parties hereto is in the public interest; and

WHEREAS, pursuant to Section 6 hereof, the Borrower has agreed to indemnify Jacksonville and Clay County in connection with its execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Authorization to Issue the Bonds. Jacksonville and Clay County do hereby agree that Jacksonville is hereby authorized to issue the Bonds in one or more series, taxable, tax-exempt or a combination thereof, from time to time, in an aggregate principal amount not exceeding $200,000,000, of which not to exceed $100,000,000 will be issued for the purpose of providing funds to make one or more loans from time to time to the Borrower to finance, refinance or reimburse all or a portion of the costs of the Clay County Project. Jacksonville is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in Clay County pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of Clay County which are necessary or convenient for the issuance of the Bonds and

the financing of the Clay County Project to the same extent as if Clay County were issuing its own obligations under Chapter 159 for such purposes without any further authorization from Clay County to exercise such powers or to take such actions. It is the intent of this Agreement and the parties hereto that Jacksonville be vested, to the maximum extent permitted by law, with all powers which Clay County might exercise with respect to the issuance of the Bonds and the lending of the proceeds thereof to the Borrower to finance the Clay County Project as though Clay County were issuing the Bonds as its own special limited obligations.

The approval given herein by Clay County shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Clay County Project, and Clay County shall not be construed by reason of the delivery of this Agreement to have made any such endorsement, finding or recommendation or to have waived any right of Clay County or to be estopped from asserting any rights or responsibilities it may have in such regard.

SECTION 2. Qualifying Project.

A. Jacksonville hereby further represents, determines and agrees as follows:

1. The Project constitutes a "project" as such term is used in Chapter 159.

2. The Borrower is financially responsible and fully capable and willing to fulfill its obligations under the Financing Agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Project, and to serve the purposes of Chapter 159 and such other responsibilities as may be imposed under the Financing Agreement.

3. Adequate provision will be made in the Financing Agreement for the operation, repair, and maintenance of the Clay County Project at the expense of the Borrower and for the payment of principal of and interest on the Bonds.

4. The Borrower has represented to Jacksonville that the Borrower expects to expend proceeds of the Bonds in an amount not exceeding $100,000,000 to pay costs (including related financing costs) of the Clay County Project.

5. A public hearing was held on May 9, 2022, by Jacksonville, on behalf of Jacksonville and the City Council of Jacksonville, during which comments concerning the issuance of the Bonds by Jacksonville to finance or refinance the Project were requested and could be heard.

B. Clay County hereby represents, determines and agrees as follows:

1. The Clay County Project is appropriate to the needs and circumstances of; provides or preserves gainful employment; and serves a public purpose by advancing the public health or the general welfare of the State of Florida and its people.

2. Clay County and other local agencies will be able to cope satisfactorily with the impact of the Clay County Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that are necessary for the operation, repair, and maintenance of the Clay County Project and on account of any increases in population or other circumstances resulting therefrom.

3. A public hearing was held by the Board of County Commissioners (the "Board") of Clay County at 5:00 p.m., local time, on May 24, 2022, in the Board of County Commissioners Meeting Room on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida 32043, at a meeting of the Board, during which comments concerning approval by the Board of the issuance of the Bonds by Jacksonville to finance the Clay County Project were requested and could be heard.

4. The Board approved the issuance of the Bonds by Jacksonville and the use of the proceeds thereof to finance and refinance the Clay County Project at a meeting on May 24, 2022.

SECTION 3. No Pecuniary Liability of Jacksonville or Clay County; Limited Obligation of Jacksonville. Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon Jacksonville or Clay County hereunder, nor the Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of Jacksonville or Clay County. The Bonds when issued, and the interest thereon, shall be limited and special obligations of Jacksonville payable solely from certain nongovernmental revenues and other nongovernmental amounts pledged thereto by the terms thereof.

SECTION 4. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Jacksonville or Clay County in his or her individual capacity and no member, officer, agent or employee of Jacksonville or Clay County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 5. Allocation of Responsibilities. Jacksonville shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts pursuant to a trust indenture related to the Bonds.

Neither Jacksonville nor Clay County shall be liable for the costs of issuing the Bonds or the costs incurred by either of them in connection with the preparation, review, execution or

approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by Jacksonville or Clay County or counsel to any of them. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Borrower.

SECTION 6. Indemnity. The Borrower, by its approval and acknowledgement at the end of this Agreement, agrees to indemnify and hold harmless Jacksonville and Clay County, their respective officers, employees, representatives and agents, from and against any and all losses, claims, damages, liabilities or expenses of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Bonds.

SECTION 7. Term. This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Section 8 hereof, until such time as it is terminated by any party hereto upon 10 days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Bonds remain outstanding or unpaid (or any bonds issued to refund the Bonds remain outstanding or unpaid). Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing, refinancing or reimbursement of the costs of any facility which either party hereto may choose to finance.

SECTION 8. Filing of Agreement. It is agreed that this Agreement shall be filed by the Borrower or its authorized agent or representative with the Clerk of the Circuit Court of Duval County, Florida and with the Clerk of the Circuit Court of Clay County, Florida, all in accordance with the Interlocal Act, and that this Agreement shall not become effective until so filed with the Borrower's executed approval and acknowledgment attached thereto.

SECTION 9. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO AND THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT.

SECTION 11. Litigation. In the event any legal proceedings are instituted between the parties hereto concerning this Agreement, the prevailing party in such proceedings shall be entitled to recover its costs of suit, including reasonable attorneys' fees, at both trial and appellate levels. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend Jacksonville's or Clay County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 12. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Florida.

SECTION 13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof, all as of the date first above written.

CITY OF JACKSONVILLE, FLORIDA

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Name:_____
Title:_____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____ and _____, the _____ and _____, respectively, of the City of Jacksonville, Florida, on behalf of the City. Such persons did not take an oath and: (*notary must check applicable box*)

☐ are personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}

_____
Signature of Notary

_____
Name of Notary (Typed, Printed or Stamped)

Commission Number
(if not legible on seal):

_____

My Commission Expires
(if not legible on seal):

_____

CLAY COUNTY, FLORIDA

By:_____
Wayne Bolla
Chairman

ATTEST:

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

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____ and _____, the _____ and _____, respectively, of Clay County, Florida, on behalf of the County. Such persons did not take an oath and: (*notary must check applicable box*)

☐ are personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}

_____
Signature of Notary

_____
Name of Notary (Typed, Printed or Stamped)

Commission Number
(if not legible on seal):
_____

My Commission Expires
(if not legible on seal):
_____

APPROVAL AND ACKNOWLEDGMENT

Southern Baptist Hospital of Florida, Inc. (d/b/a Baptist Medical Center Jacksonville, Baptist Medical Center South, Baptist Medical Center Clay and Wolfson Children's Hospital) (the "Borrower"), hereby approves the foregoing Interlocal Agreement, certifies that the information contained therein regarding the Borrower is correct and acknowledges its acceptance of its obligations arising thereunder, including, without limitation, its obligations under Section 6 thereof, by causing this Approval and Acknowledgment to be executed by its proper officer as of the date of said Interlocal Agreement.

SOUTHERN BAPTIST HOSPITAL OF FLORIDA, INC.,
a Florida not for profit corporation

By:_____
Its: Senior Vice President, Finance and Chief Treasury Officer

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by Scott Finnegan, the Senior Vice President, Finance and Chief Treasury Officer of Southern Baptist Hospital of Florida, Inc., on behalf of Southern Baptist Hospital of Florida, Inc. Such person did not take an oath and: (*notary must check applicable box*)

☐ is personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}

_____
Signature of Notary

_____
Name of Notary (Typed, Printed or Stamped)

Commission Number
(if not legible on seal):
_____

My Commission Expires
(if not legible on seal):
_____

EXHIBIT A

PROJECT DESCRIPTIONS

Clay County Project Description

The Clay County Project consists of financing, reimbursing or refinancing all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain facilities, and other capital improvements and upgrades, at Baptist Clay Medical Campus, located at or about 1771 Baptist Clay Drive, Fleming Island, Florida 32003 and 1747 Baptist Clay Drive, Fleming Island, Florida 32203, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 300,000 square foot inpatient hospital facility with approximately 100 beds and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures.

Other Project Description

The Other Project consists of financing, reimbursing or refinancing all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain facilities, and other capital improvements and upgrades, at:

(a) Baptist Medical Center Jacksonville, located at or about 800 Prudential Drive, Jacksonville, Florida 32207, 836 Prudential Drive, Jacksonville, Florida 32207, 841 Prudential Drive, Jacksonville, Florida 32207, 1325 San Marco Boulevard, Jacksonville, Florida 32207, 1235 San Marco Boulevard, Jacksonville, Florida 32207, 1650 Prudential Drive, Jacksonville, Florida 32207, 1660 Prudential Drive, Jacksonville, Florida 32207 and 3451 Beach Boulevard, Jacksonville, Florida 32207, including without limitation (i) the acquisition, construction, planning, development, renovation, improvement and equipping of a new approximately seven-story health care facility, including without limitation an approximately 75-bed Neonatal Intensive Care Unit and an approximately 26-bed Pediatric Intensive Care Unit, (ii) the acquisition, expansion, renovation, installation and equipping of labor and delivery facilities, laboratories, testing and procedure rooms, office space and common areas and (iii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

(b) Baptist Medical Center Beaches, located at or about 1350 13th Avenue South, Jacksonville Beach, Florida 32250, 1361 13th Avenue South, Jacksonville Beach, Florida 32250, 1370 13th Avenue South, Jacksonville Beach, Florida 32250, 1320 Roberts Drive, Jacksonville Beach, Florida 32250, 1375 Roberts Drive, Jacksonville Beach, Florida 32250 and 1127 South 16th Avenue, Jacksonville Beach, Florida 32250, including without limitation (i) the acquisition, expansion, renovation, installation and equipping of laboratories, testing and procedure rooms, pharmacies, office space and common areas and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

(c) Baptist Medical Center South, located at or about 14550 Old St. Augustine Road, Jacksonville, Florida 32258, 14540 Old St. Augustine Road, Jacksonville, Florida 32258 and 14546 Old St. Augustine Road, Jacksonville, Florida 32258, including without limitation (i) the acquisition, construction, expansion, renovation, installation and equipping of facilities related to an inpatient bed expansion and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

(d) Baptist Medical Campus at Nassau Crossing, located at or about 76375 Harper Chapel Road, Yulee, Florida 32097, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 25,000 square foot outpatient free standing emergency room facility and other diagnostic and ambulatory services and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures; and

(e) Baptist Medical Campus at St. Augustine, located at or about 475 Prime Outlets Boulevard, St. Augustine, Florida 32084, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 25,000 square foot outpatient free standing emergency room facility and other diagnostic and ambulatory services and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures.

EXHIBIT C

PUBLISHER'S AFFIDAVIT OF
PROOF OF PUBLICATION OF PUBLIC HEARING

[Attached]

CLAY TODAY

PUBLISHER AFFIDAVIT

PUBLISHER AFFIDAVIT
CLAY TODAY
Published Weekly
Fleming Island, Florida

STATE OF FLORIDA
COUNTY OF CLAY:

Before the undersigned authority personal appeared Jon Cantrell, who on oath says that he is the published of the "Clay Today" a newspaper published weekly at Fleming Island in Clay County, Florida; that the attached copy of advertisement
Being a
Notice of Public Hearing

In the matter of Internal Revenue code

LEGAL: 34603
Was published in said newspaper in the issues:

4/28/22

Affiant Further says that said "Clay Today" is a newspaper published at Fleming Island, in said Clay County, Florida, and that the said newspaper Has heretofore been continuously published in said Clay County, Florida, Weekly, and has been entered as Periodical material matter at the post Office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to me and subscribed before me 04/28/2022

Christie Lou Wayne

CHRISTIE LOU WAYNE
MY COMMISSION # HH 14425
EXPIRES: September 30, 2024

3513 US HWY 17 Fleming Island FL 32003
Telephone (904) 264-3200 FAX (904) 264-3285
E-Mail: christie@osteenmediagroup.com

NOTICE OF PUBLIC
HEARING

Legal 34603 Published April 28, 2022 in Clay County's Clay Today Newspaper

RECORDING REQUESTED BY AND
***WHEN RECORDED MAIL TO*:**
McGuireWoods LLP
500 E. Pratt Street, Suite 1000
Baltimore, Maryland 21202
Attn: Clinton W. Randolph

INTERLOCAL AGREEMENT

Dated as of May 1, 2022

Between

CITY OF JACKSONVILLE, FLORIDA

and

CLAY COUNTY, FLORIDA

THERE ARE NO INTANGIBLE TAXES OR DOCUMENTARY STAMPS DUE ON THE BONDS DESCRIBED HEREIN, PURSUANT TO CHAPTER 159, PART II, FLORIDA STATUTES

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT (this "Agreement") is dated as of May 1, 2022, and is entered into between the CITY OF JACKSONVILLE, an incorporated municipality of the State of Florida ("Jacksonville"), and CLAY COUNTY, a political subdivision of the State of Florida ("Clay County").

W I T N E S S E T H:

WHEREAS, Jacksonville and Clay County each represents to the other that, pursuant to Chapter 159, Part II, Florida Statutes, as amended ("Chapter 159"), and other applicable provisions of law, it is authorized to issue bonds to finance the cost of the acquisition, construction, improvement and equipping of certain health care facilities; and

WHEREAS, Jacksonville and Clay County each represent to the other that it constitutes a "public agency" within the meaning of Section 163.01, Florida Statutes, as amended (the "Interlocal Act"), and is authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, Jacksonville represents to Clay County that Jacksonville has been advised that Southern Baptist Hospital of Florida, Inc. (d/b/a Baptist Medical Center Jacksonville, Baptist Medical Center South, Baptist Medical Center Clay and Wolfson Children's Hospital) (the "Borrower"), desires to finance, refinance and reimburse all or a portion of the cost of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain "health care facilities" constituting "projects," as such terms are used in Chapter 159, located or to be located in Clay County (collectively, the "Clay County Project") and finance, refinance and reimburse all or a portion of the cost of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of other "health care facilities" located or to be located outside Clay County (collectively, the "Other Project"), as described in Exhibit A hereto (the Clay County Project and the Other Project are hereinafter referred to collectively as the "Project"); and

WHEREAS, Jacksonville represents to Clay County that Jacksonville has been advised that the Borrower has requested that Jacksonville and Clay County enter into this Agreement to authorize Jacksonville to issue under Chapter 159 its Health Care Facilities Revenue Bonds (Baptist Health), Series 2022, in one or more series, taxable, tax-exempt or a combination thereof, from time to time, in an aggregate principal amount of not to exceed $200,000,000 (the "Bonds"), to finance and refinance all or a portion of the Clay County Project and the Other Project, of which not to exceed $100,000,000 will be issued for the purpose of providing funds to make one or more loans to the Borrower pursuant to one or more loan agreements between Jacksonville and the Borrower (individually and collectively, the "Financing Agreement") to finance, refinance or reimburse all or a portion of the costs of the Clay County Project, and that issuance of the Bonds by Jacksonville will result in a significant cost savings to the Borrower

over the issuance and sale of separate issues of bonds by Jacksonville, Clay County and the other local government bodies, if any, whose jurisdiction within which a portion of the Project is or will be located, in order to finance, refinance or reimburse a portion of the costs of the Project; and

WHEREAS, Jacksonville and Clay County have agreed to enter into this Agreement for the purposes stated above; and

WHEREAS, on April 19, 2022, the Industrial Development Revenue Bond Review Committee of the City of Jacksonville, Florida, on behalf of Jacksonville, preliminarily authorized and approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement; and

WHEREAS, on May 24, 2022, the City Council of Jacksonville authorized and approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement; and

WHEREAS, on May 24, 2022, the Board of County Commissioners of Clay County approved the issuance of the Bonds by Jacksonville and approved the execution and delivery of this Agreement; and

WHEREAS, the Interlocal Act authorizes Jacksonville and Clay County to enter into this Agreement, and the Interlocal Act and Chapter 159 confer upon Jacksonville authorization to issue the Bonds and to apply the proceeds thereof to the financing or refinancing of the Clay County Project through one or more loans of Bond proceeds to the Borrower; and

WHEREAS, the parties hereto desire to agree to the issuance of the Bonds by Jacksonville for such purposes and such agreement by the parties hereto is in the public interest; and

WHEREAS, pursuant to Section 6 hereof, the Borrower has agreed to indemnify Jacksonville and Clay County in connection with its execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Authorization to Issue the Bonds. Jacksonville and Clay County do hereby agree that Jacksonville is hereby authorized to issue the Bonds in one or more series, taxable, tax-exempt or a combination thereof, from time to time, in an aggregate principal amount not exceeding $200,000,000, of which not to exceed $100,000,000 will be issued for the purpose of providing funds to make one or more loans from time to time to the Borrower to finance, refinance or reimburse all or a portion of the costs of the Clay County Project. Jacksonville is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in Clay County pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of Clay County which are necessary or convenient for the issuance of the Bonds and

the financing of the Clay County Project to the same extent as if Clay County were issuing its own obligations under Chapter 159 for such purposes without any further authorization from Clay County to exercise such powers or to take such actions. It is the intent of this Agreement and the parties hereto that Jacksonville be vested, to the maximum extent permitted by law, with all powers which Clay County might exercise with respect to the issuance of the Bonds and the lending of the proceeds thereof to the Borrower to finance the Clay County Project as though Clay County were issuing the Bonds as its own special limited obligations.

The approval given herein by Clay County shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Clay County Project, and Clay County shall not be construed by reason of the delivery of this Agreement to have made any such endorsement, finding or recommendation or to have waived any right of Clay County or to be estopped from asserting any rights or responsibilities it may have in such regard.

SECTION 2. Qualifying Project.

A. Jacksonville hereby further represents, determines and agrees as follows:

1. The Project constitutes a "project" as such term is used in Chapter 159.

2. The Borrower is financially responsible and fully capable and willing to fulfill its obligations under the Financing Agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Project, and to serve the purposes of Chapter 159 and such other responsibilities as may be imposed under the Financing Agreement.

3. Adequate provision will be made in the Financing Agreement for the operation, repair, and maintenance of the Clay County Project at the expense of the Borrower and for the payment of principal of and interest on the Bonds.

4. The Borrower has represented to Jacksonville that the Borrower expects to expend proceeds of the Bonds in an amount not exceeding $100,000,000 to pay costs (including related financing costs) of the Clay County Project.

5. A public hearing was held on May 9, 2022, by Jacksonville, on behalf of Jacksonville and the City Council of Jacksonville, during which comments concerning the issuance of the Bonds by Jacksonville to finance or refinance the Project were requested and could be heard.

B. Clay County hereby represents, determines and agrees as follows:

1. The Clay County Project is appropriate to the needs and circumstances of; provides or preserves gainful employment; and serves a public purpose by advancing the public health or the general welfare of the State of Florida and its people.

2. Clay County and other local agencies will be able to cope satisfactorily with the impact of the Clay County Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that are necessary for the operation, repair, and maintenance of the Clay County Project and on account of any increases in population or other circumstances resulting therefrom.

3. A public hearing was held by the Board of County Commissioners (the "Board") of Clay County at 5:00 p.m., local time, on May 24, 2022, in the Board of County Commissioners Meeting Room on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida 32043, at a meeting of the Board, during which comments concerning approval by the Board of the issuance of the Bonds by Jacksonville to finance the Clay County Project were requested and could be heard.

4. The Board approved the issuance of the Bonds by Jacksonville and the use of the proceeds thereof to finance and refinance the Clay County Project at a meeting on May 24, 2022.

SECTION 3. No Pecuniary Liability of Jacksonville or Clay County; Limited Obligation of Jacksonville. Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon Jacksonville or Clay County hereunder, nor the Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of Jacksonville or Clay County. The Bonds when issued, and the interest thereon, shall be limited and special obligations of Jacksonville payable solely from certain nongovernmental revenues and other nongovernmental amounts pledged thereto by the terms thereof.

SECTION 4. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Jacksonville or Clay County in his or her individual capacity and no member, officer, agent or employee of Jacksonville or Clay County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 5. Allocation of Responsibilities. Jacksonville shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts pursuant to a trust indenture related to the Bonds.

Neither Jacksonville nor Clay County shall be liable for the costs of issuing the Bonds or the costs incurred by either of them in connection with the preparation, review, execution or

approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by Jacksonville or Clay County or counsel to any of them. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Borrower.

SECTION 6. Indemnity. The Borrower, by its approval and acknowledgement at the end of this Agreement, agrees to indemnify and hold harmless Jacksonville and Clay County, their respective officers, employees, representatives and agents, from and against any and all losses, claims, damages, liabilities or expenses of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Bonds.

SECTION 7. Term. This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Section 8 hereof, until such time as it is terminated by any party hereto upon 10 days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Bonds remain outstanding or unpaid (or any bonds issued to refund the Bonds remain outstanding or unpaid). Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing, refinancing or reimbursement of the costs of any facility which either party hereto may choose to finance.

SECTION 8. Filing of Agreement. It is agreed that this Agreement shall be filed by the Borrower or its authorized agent or representative with the Clerk of the Circuit Court of Duval County, Florida and with the Clerk of the Circuit Court of Clay County, Florida, all in accordance with the Interlocal Act, and that this Agreement shall not become effective until so filed with the Borrower's executed approval and acknowledgment attached thereto.

SECTION 9. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO AND THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT.

SECTION 11. Litigation. In the event any legal proceedings are instituted between the parties hereto concerning this Agreement, the prevailing party in such proceedings shall be entitled to recover its costs of suit, including reasonable attorneys' fees, at both trial and appellate levels. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend Jacksonville's or Clay County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 12. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Florida.

SECTION 13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof, all as of the date first above written.

CITY OF JACKSONVILLE, FLORIDA

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Name:_____
Title:_____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____ and _____, the _____ and _____, respectively, of the City of Jacksonville, Florida, on behalf of the City. Such persons did not take an oath and: (*notary must check applicable box*)

☐ are personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}

_____
Signature of Notary

_____
Name of Notary (Typed, Printed or Stamped)

Commission Number
(if not legible on seal):
_____

My Commission Expires
(if not legible on seal):
_____

CLAY COUNTY, FLORIDA

By:_____
Wayne Bolla
Chairman

ATTEST:

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

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____ and _____, the _____ and _____, respectively, of Clay County, Florida, on behalf of the County. Such persons did not take an oath and: (*notary must check applicable box*)

☐ are personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}

_____
Signature of Notary

_____
Name of Notary (Typed, Printed or Stamped)

Commission Number
(if not legible on seal):
_____

My Commission Expires
(if not legible on seal):
_____

APPROVAL AND ACKNOWLEDGMENT

Southern Baptist Hospital of Florida, Inc. (d/b/a Baptist Medical Center Jacksonville, Baptist Medical Center South, Baptist Medical Center Clay and Wolfson Children's Hospital) (the "Borrower"), hereby approves the foregoing Interlocal Agreement, certifies that the information contained therein regarding the Borrower is correct and acknowledges its acceptance of its obligations arising thereunder, including, without limitation, its obligations under Section 6 thereof, by causing this Approval and Acknowledgment to be executed by its proper officer as of the date of said Interlocal Agreement.

SOUTHERN BAPTIST HOSPITAL OF FLORIDA, INC.,
a Florida not for profit corporation

By:_____
Its: Senior Vice President, Finance and Chief Treasury Officer

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by Scott Finnegan, the Senior Vice President, Finance and Chief Treasury Officer of Southern Baptist Hospital of Florida, Inc., on behalf of Southern Baptist Hospital of Florida, Inc. Such person did not take an oath and: (*notary must check applicable box*)

☐ is personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}

_____
Signature of Notary

_____
Name of Notary (Typed, Printed or Stamped)

Commission Number
(if not legible on seal):
_____

My Commission Expires
(if not legible on seal):
_____

EXHIBIT A

PROJECT DESCRIPTIONS

Clay County Project Description

The Clay County Project consists of financing, reimbursing or refinancing all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain facilities, and other capital improvements and upgrades, at Baptist Clay Medical Campus, located at or about 1771 Baptist Clay Drive, Fleming Island, Florida 32003 and 1747 Baptist Clay Drive, Fleming Island, Florida 32203, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 300,000 square foot inpatient hospital facility with approximately 100 beds and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures.

Other Project Description

The Other Project consists of financing, reimbursing or refinancing all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain facilities, and other capital improvements and upgrades, at:

(a) Baptist Medical Center Jacksonville, located at or about 800 Prudential Drive, Jacksonville, Florida 32207, 836 Prudential Drive, Jacksonville, Florida 32207, 841 Prudential Drive, Jacksonville, Florida 32207, 1325 San Marco Boulevard, Jacksonville, Florida 32207, 1235 San Marco Boulevard, Jacksonville, Florida 32207, 1650 Prudential Drive, Jacksonville, Florida 32207, 1660 Prudential Drive, Jacksonville, Florida 32207 and 3451 Beach Boulevard, Jacksonville, Florida 32207, including without limitation (i) the acquisition, construction, planning, development, renovation, improvement and equipping of a new approximately seven-story health care facility, including without limitation an approximately 75-bed Neonatal Intensive Care Unit and an approximately 26-bed Pediatric Intensive Care Unit, (ii) the acquisition, expansion, renovation, installation and equipping of labor and delivery facilities, laboratories, testing and procedure rooms, office space and common areas and (iii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

(b) Baptist Medical Center Beaches, located at or about 1350 13th Avenue South, Jacksonville Beach, Florida 32250, 1361 13th Avenue South, Jacksonville Beach, Florida 32250, 1370 13th Avenue South, Jacksonville Beach, Florida 32250, 1320 Roberts Drive, Jacksonville Beach, Florida 32250, 1375 Roberts Drive, Jacksonville Beach, Florida 32250 and 1127 South 16th Avenue, Jacksonville Beach, Florida 32250, including without limitation (i) the acquisition, expansion, renovation, installation and equipping of laboratories, testing and procedure rooms, pharmacies, office space and common areas and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

(c) Baptist Medical Center South, located at or about 14550 Old St. Augustine Road, Jacksonville, Florida 32258, 14540 Old St. Augustine Road, Jacksonville, Florida 32258 and 14546 Old St. Augustine Road, Jacksonville, Florida 32258, including without limitation (i) the acquisition, construction, expansion, renovation, installation and equipping of facilities related to an inpatient bed expansion and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

(d) Baptist Medical Campus at Nassau Crossing, located at or about 76375 Harper Chapel Road, Yulee, Florida 32097, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 25,000 square foot outpatient free standing emergency room facility and other diagnostic and ambulatory services and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures; and

(e) Baptist Medical Campus at St. Augustine, located at or about 475 Prime Outlets Boulevard, St. Augustine, Florida 32084, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 25,000 square foot outpatient free standing emergency room facility and other diagnostic and ambulatory services and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures.

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County Commissioners DATE:

FROM: Mike Brown, Zoning Chief

SUBJECT: This application is to rezone a 2.07 acre parcel on Henley Road from PS-1 to LA RF. The parcel is located within the LAMPA. The purpose of the rezoning is to allow for the development of a single family residence by the owner.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

In 2015, the parcel was rezoned from AR-1 to PS-1 (Ordinance 2015-32). The parcel has frontages on both Henley Rd. and Simmons Tr. Sec. 3-33B.A.1. of the LDC requires the County to rezone undeveloped properties to the base zoning district for each land use. The subject parcel is located in Lake Asbury Rural Fringe land use. The base zoning for the LA RF land use is LA RF.

The PS-1 zoning district allows for Churches, Synagogues and Temples; together with educational and recreational facilities owned, maintained and operated by any such Church, Synagogue or Temple and accessory thereto; together with rectories, convents and parsonages… A rectory or parsonage is a residence for a member of the clergy.

Is Funding Required (Yes/No):
No

If Yes, Was the item budgeted (Yes\No\N/A):
No

N/A

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

Planning Requirements:
Public Hearing Required (Yes\No):
Yes

Hearing Type: Second Public Hearing

Hearing Type: Second Public Hearing

Initiated By: Applicant

Rezoning of property by owner requires public hearing with Planning Commission and Final hearing for adoption by the Board of County Commissioners.

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Staff Report Z-22-04	Backup Material	5/16/2022	Staff_Report-REZ-22-04_FinalADA.pdf
	Ordinance Z 22-04	Ordinance	5/16/2022	Z-22-04_Ordinance_DraftADA.pdf
	Development Agreement_Type III	Agreement/Contract	5/16/2022	Development_Agreement_Type_III_BeasleyADA.pdf
	Application	Backup Material	5/16/2022	ApplicationADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Lehman, Ed	Approved	5/17/2022 - 9:25 AM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	5/17/2022 - 2:10 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/17/2022 - 5:36 PM	AnswerNotes

Rezoning Application Z-22-04

Staff Report

Copies of the application are available at the Clay County Administration Office, 3rd floor, located at 477 Houston Street Green Cove Springs, FL 32043

Owner: Barry Beasley & Hae Chauncey
Phone: (904) 654-5002
Email: blackpearlplumbing.inc@gmail.com

Address: 3376 Penny Lane
Middleburg, FL. 32068

Property Information

Parcel ID: 21-05-25-009607-001-00
Current Zoning: PS-1 (Private Services)
Zoning Proposed: LA RF (Lake Asbury Rural Fringe)

Address: Henley Rd. Vacant
Land Use: Lake Asbury Rural Fringe
Acres: 2.07

Commission District: 5 (Commissioner Burke)

Planning District: Penney Farms/Asbury

Background

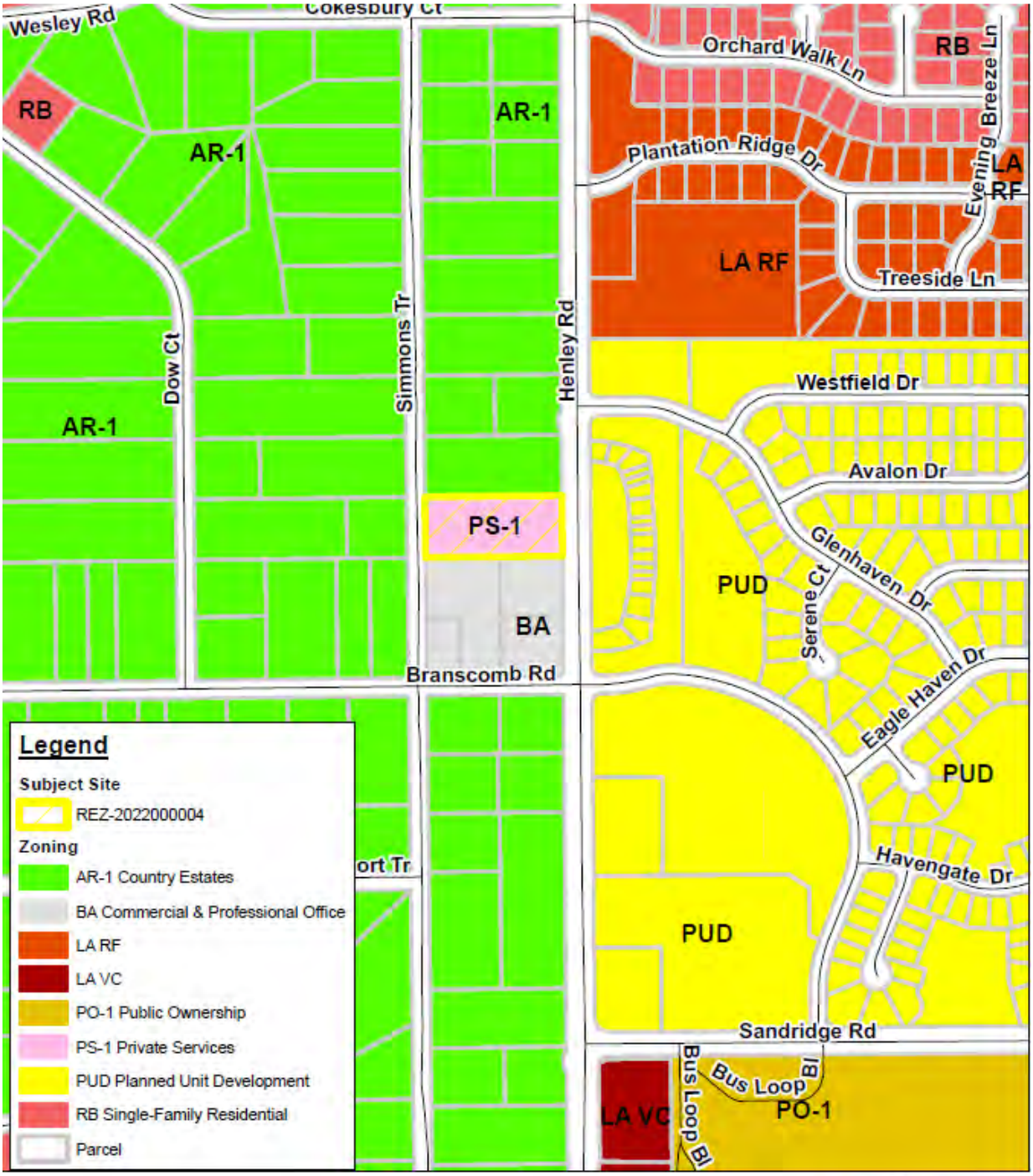
The application is to rezone a single parcel totaling 2.07 acres from PS-1 to LA RF. The parcel is located within the LAMPA. The purpose of the rezoning is to allow for the development of a single family residence by the owner. In 2015, the parcel was rezoned from AR-1 to PS-1 (Ordinance 2015-32). The parcel has frontages on both Henley Rd. and Simmons Tr. Sec. 3-33B.A.1. of the LDC requires the County to rezone undeveloped properties to the base zoning district for each land use. The subject parcel is located in Lake Asbury Rural Fringe land use. The base zoning for the LA RF land use is LA RF.

The PS-1 zoning district allows for Churches, Synagogues and Temples; together with educational and recreational facilities owned, maintained and operated by any such Church, Synagogue or Temple and accessory thereto; together with rectories, convents and parsonages… A rectory or parsonage is a residence for a member of the clergy.

Surrounding Zonings and Land Use

	ZONING	FUTURE LAND USE
North	AR-1 (Country Estates)	Lake Asbury Rural Fringe (RF)
East	PUD	Commercial (COM)
West	AR-1 (Country Estates)	Lake Asbury Rural Fringe (RF)
South	BA (Neighborhood Business)	Commercial (COM)

Existing Zoning


Wesley Rd
Cokesbury Ct
RB
AR-1
AR-1
AR-1
Dow Ct
Simmons Tr
Henley Rd
PS-1
BA
Branscomb Rd
ort Tr
Orchard Walk Ln
RB
Evening Breeze Ln
Plantation Ridge Dr
LA RF
LA RF
Treeside Ln
Westfield Dr
Avalon Dr
Glenhaven Dr
PUD
Serene Ct
Eagle Haven Dr
PUD
Havengate Dr
PUD
Sandridge Rd
Bus Loop Bl
Bus Loop Bl
LA VC
PO-1
Legend
Subject Site
REZ-2022000004
Zoning
AR-1 Country Estates
BA Commercial & Professional Office
LA RF
LA VC
PO-1 Public Ownership
PS-1 Private Services
PUD Planned Unit Development
RB Single-Family Residential
Parcel
Feet
0 212.5 425 850
Rezoning: REZ-2022000004
from PS-1 to LA RF
CLAY COUNTY FLORIDA
IN GOD WE TRUST

Aerial of Site

0 212.5 425 850 Feet

Rezoning: REZ-2022000004 from PS-1 to LA RF

Proposed LA RF Zoning District

Sec. 3-33 B.B.4. Lake Asbury Rural Fringe (LA RF) Land Use

The Base Zoning is LA RF, permitting single family, detached single family detached homes as a permitted use. All development must submit site plans for review to ensure conformance with design standards, and shall be bound by such site plans. Other Zoning Districts permitted in the LA RF Land Use (consistent Zoning Districts) are PO-1, PO-2, PO-3, PO-4, PS-1, PS-2, PS-3, PS-4, and PS-5.

Densities shall be a maximum of 3 dwelling units per net acre and a minimum of one dwelling unit per net acre. All development is subject to the Lake Asbury Overlay Standards.

a. Permitted uses:
   - i. Single-family detached dwellings and customary accessory buildings incidental thereto, meeting the standards of this code.
   - ii. Accessory apartments, meeting the standards of this code.
   - iii. Satellite dish receivers to serve the development in which located.
   - iv. On-premises consumption of alcoholic beverages within recreation- and clubhouse-type facilities developed as part of a unified plan of development and only for use by the residents and their guests and licensed under Chapter 11-C of the Florida Division of Alcoholic Beverage and Tobacco.
   - v. Neighborhood parks.
   - vi. Places of worship, allowed on minor and major collectors. Forty thousand square foot limitation and additional 10,000 square foot allowed for classrooms, meeting space, and other ancillary uses on minor collectors; no size limitations on major collectors.
   - vii. Washing facilities for use by residents.
   - viii. Storage of travel trailers, recreational vehicles and boats for residents of a subdivision, within that subdivision, provided such units are stored in a separate area that is landscaped, visually screened, and maintained. Storage of these units shall not be permitted on individual lots.
   - ix. Public and private educational facilities.
   - x. The non-commercial keeping and raising of horses, cattle, sheep, goats, swine and other similar animals; provided, however, that no more than one horse, cattle, sheep, swine, goat or other large farm animal six months of age or older shall be permitted to be kept or maintained per two acres of land. No animal pen, stall, stable, or other similar animal enclosure shall be located nearer than fifty feet to the property.
   - xi. Agricultural classification for ad valorem tax purposes.
   - xii. Public and/or Private Utility Sites.

b. Conditional Uses. The following uses are permitted subject to the conditions specified in Sec. 20.3-5 of the Zoning Code.
   - i. Home occupations.
   - ii. Swimming pools.
   - iii. Private ponds.

iv. Temporary structures or buildings (excluding mobile homes).

c. Uses or Activities Permitted By Right as Accessory. The use of land or activities upon such land, which are secondary or incidental to the primary use as set forth herein, shall be as follows:

i. The keeping of domesticated cats and dogs with a limit of six total per household over six months in age.

ii. Garage sales will be allowed up to a maximum of two (2) garage sales within any calendar year. The duration of each garage sale shall be a maximum of seventy-two (72) hours and may be conducted only within daylight hours. No sign advertising a garage sale may be placed on any public right-of-way.

d. Prohibited Uses or Activities.

i. Any use or activity not permitted in (a), (b), or (c) above.

e. Dimensional Standards.

i. Minimum Density: 1 unit per net acre.

ii. Maximum Density: 3 units per net acre;

iii. Minimum Lot Size: 6,000 square feet; 3,500 with rear alleys.

iv. Minimum Lot Width at Building Line: 50 feet; 40 with rear alley easement.

v. Minimum Front Setback: 10 feet for front porches; 15 for front façade

vi. Minimum Side Setback: 5 feet.

vii. Minimum Rear Setback: 10 feet; 14 with rear alleys.

viii. Maximum Percent of Lot Coverage: 50 percent (total for all primary and accessory buildings).

Staff Assessment and Recommendation

The applicant is requesting a change in zoning from PS-1 to LA RF for 2.07 acres. The LA RF zoning district is consistent with the future land use designation of LA RF. The County adopted Ordinance 2021-48 in November 2021. This Ordinance placed a temporary moratorium on any propose land use change or zoning change which would increase the allowable residential density of any parcel of land within the LAMPA.

Staff has reviewed the application and determined that the request is compatible with the surrounding area. Staff recommends approval of application Z-22-04 along with the execution of an Agreement which limits the development of the subject parcel to 1 (one) single family dwelling unit.

ORDINANCE NO. 2022-

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY FLORIDA, PURSUANT TO ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, KNOWN AS THE ZONING AND LAND USE LDRs ADOPTED PURSUANT TO ORDINANCE 93-16, AS AMENDED, PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY (TAX PARCEL IDENTIFICATION NUMBER 21-05-25-009607-001-00) FROM ITS PRESENT ZONING CLASSIFICATION OF PS-1 (PRIVATE SERVICES DISTRICT) TO LA RF (LAKE ASBURY RURAL FRINGE DISTRICT); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.

Be It Ordained by the Board of County Commissioners of Clay County:

SECTION 1. Application Z-22-04, submitted by Barry L. Beasley and Hae Chauncey, seeks to rezone certain real property (tax parcel identification number 21-05-25-009607-001-00) (the Property) described as follows:

See attached Exhibit A

SECTION 2. The Board of County Commissioners approves the rezoning request. The present zoning classification of the Property, PS-1 (Private Services District), is changed to LA RF (Lake Asbury Rural Fringe District).

SECTION 3. Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in the zoning district wherein said lands are located.

SECTION 4. The Building Department is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this ____ day of May, 2022.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

BY: _____
Wayne Bolla, Its Chairman

ATTEST:

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

Exhibit A

Lot 9, Block 2, LAKE ASBURY UNIT 7, according to the plat thereof as recorded in Plat Book 7, Pages 60 and 61, of the Public records of Clay County, Florida.

Less and Except the following

Commencing from the northeast corner of Lot 1, Block 2, LAKE ASBURY UNIT 7, said corner being at the intersection of the westerly Right-of-Way of Henley Road (CR 739) and the southerly Right-of-Way of Cokesbury Court; Thence along the westerly Right-of-Way of Henley Road (CR 739), S 00 Degrees 28' 46" E a distance of 742.72 feet to a point; Thence S 00 Degrees 28' 40" E a distance of 807.15 feet to the northeast corner of Lot 9; the point of Beginning. Thence from the Point of Beginning along the Westerly Right-of-way of Henley Road (CR 739), S 00 Degrees 28' 40" E a distance of 199.98 feet to the southeast corner of Lot 9; Thence along the southerly line of Lot 9, S 89 Degrees 21' 53" W a distance of 14.00 feet to a point; Thence leaving said southerly line with a new line N 00 Degrees 28' 40" W a distance of 199.98 feet to a point in the northerly line of Lot 9; Thence along said northerly line N 89 Degrees 21' 53" E a distance of 14.00 feet to the Point of Beginning.

Prepared by & Return to After Recording:
Clay County Attorney
P.O. Box 0.33
Green Cove Springs, FL 32043
904.284.6300

Parcel ID: 21-05-25-009607-001-00

TYPE III DEVELOPMENT AGREEMENT BETWEEN BARRY L. BEASLEY AND HAE S. CHAUNCEY AND CLAY COUNTY, FLORIDA

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2022, by and between CLAY COUNTY, a political subdivision of the State of Florida (the "County" or "Clay County") and BARRY L. BEASLEY and HAE S. CHAUNCEY (the "Owners").

RECITALS

WHEREAS, the County enacted Ordinance 1995-44 which established procedures by which Development Agreements could be considered and approved by the County pursuant to Sections 163.3220 through 163.3243, Florida Statutes, which Ordinance was designated as Article X of the Clay County Land Development Code, also known as "Development Agreement Procedures and Regulations"); and,

WHEREAS, the County adopted Ordinance 2018-09 which amended Ordinance 1995-44, to create Type III Development Agreements for the purpose of, among other things, providing for the implementation and monitoring of land use controls by mutual agreement of the County and an applicant; and,

WHEREAS, Parcel number 21-05-25-009607-001-00 (the "Property") is a 2.07-acre parcel with frontages on both Henley Road and Simmons Trail contained within the Lake Asbury Master Plan Area (LAMPA) that is currently zoned Private Services-1 ("PS-1"); and,

WHEREAS, Owners desire to rezone the Property to Lake Asbury Rural Fringe ("LA RF") in order to build a single-family home on the property and to that end have submitted application Z2022-04; and,

WHEREAS, The LA RF zoning district permits single family residential housing at a density of one to three units per acre; and,

WHEREAS, the County adopted Ordinance 2021-48 in November 2021 which placed a temporary moratorium on any proposed land use or zoning change within the LAMPA which would increase the allowable residential density, and,

WHEREAS, the Owners' request to rezone the property to LA RF from PS-1 to build a single-family home would additionally provide for an increase to the property's permitted residential density to upwards of 6 units which, if utilized, would violate the temporary moratorium set forth in Ordinance 2021-48; and,

WHEREAS, this Development Agreement sets forth the Agreement of the parties to provide for land use controls for the Property.

NOW THEREFORE, in consideration of the mutual covenants set forth herein the receipt and sufficiency of which are hereby acknowledged, Owners and the County hereby agree as follows:

(1) **Legal Description**. The Property is identified as Parcel ID 21-05-25-009607-001-00 and more particularly described in Exhibit A attached hereto. The Property is located within the LAMPA and is owned by Barry L. Beasley and Hae S. Chauncey, 3376 Penny Lane, Middleburg, FL 32068.

(2) **Duration.** This Agreement shall be effective as of the date it is recorded and shall remain in effect for 20 years.

(3) **Proposed Uses.** Construct a single-family home consistent with the LAMPA Rural Fringe land use and zoning.

(4) **Future Land Use Map Designation.** The land use designation is LAMPA Rural Fringe.

(5) **Dedication of Land for Public Purposes.** None.

(6) **Plan of Development.** If Owners' rezoning application is approved, Owners are authorized to build one single-family home and an accessory building on the Property. Any additional development of the Property shall require permission of the Clay County Board of County Commissioners.

(7) **Consistency of Plan.** Owners' proposed plan is consistent with the applicable

LAMPA Rural Fringe land use and zoning requirements.

(8) **Additional Development.** Approval for any additional development beyond the one single-family home and accessory building shall be requested: a) by way of a re-zoning application that is presented to the Planning Commission and the Board of County Commissioners after proper notice; or b) by amendment to or cancellation of this Agreement by the Clay County Board of County Commissioners as set forth in paragraph 14 below.

(9) **Statement of Voluntary Action**. This Development Agreement is voluntarily entered into in consideration of the benefits inuring to and the rights of the parties arising hereunder.

(10) **Statement of Compliance.** Owners shall comply with the applicable Land Development Code and laws in place at the time of the approval of this Agreement.

(11) **Annual Report.** There is no Annual Report requirement for this Agreement.

(12) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to all designated successors in interest of the Owners. With notice to Clay County, the Owners may transfer all or part of the obligations or responsibilities of this Agreement, and upon said notice, Owners shall cease to be responsible for the obligations or responsibilities identified in the notice.

(13) **Other Permits.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owners of the necessity of compliance with land development regulations or law governing such permitting requirements, conditions, terms, or restrictions in place at the time of the approval of this Agreement.

(14) **Amendment/Cancellation.** This Agreement may be amended or cancelled by mutual agreement of the parties or pursuant to Article X, Section 10-4(6) and (7) of the Clay County Land Development Code.

(15) **Enforcement.** If Owners fail to perform any obligation under this Agreement, the County may, in addition to the initiation of legal proceedings, cancel or amend this Agreement.

(16) **Representations and Warranties.** Owners represent that they have the authority to enter into and perform under this Agreement and that this Agreement constitutes the valid, binding, and enforceable obligation of the Owners.

(17) **Entire Agreement.** This Agreement incorporates and includes all prior

negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this document.

(18) **Notices.** All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (i) personal delivery; (ii) deposit within the United States Postal Service, postage prepaid, to the addresses stated below; or (iii) by deposit with an overnight express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery. Notice deposited in the USPS in the manner described above shall be deemed effective five business days after deposit with USPS. Notice by overnight express delivery service shall be deemed effective 24 hours after deposit with the express delivery service.

For purposes of Notice, the following addresses shall be used for the parties:

(a) Clay County:

Clay County Planning and Zoning Division
Post Office Box 367
Green Cove Springs, FL 32043

With copy to:

Office of the County Attorney
Post Office Box 1366
Green Cove Springs, FL 32043

(b) Owners:

Barry L. Beasley and Hae S. Chauncey
3376 Penny Lane
Middleburg, FL 32068

(19) **Jurisdiction and Governing Law.** Venue for any action brought to enforce or interpret the terms of this Agreement shall be brought in Clay County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida.

(20) **Severability.** If any portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent, and such holding shall not affect the validity of the remaining portions.

(21) **Exhibits.** Exhibits to this Agreement consist of the following, all of which are incorporated into and form a part of this Agreement: Exhibit A.

(22) **Hold Harmless.** Owners agree to relieve, indemnify, and defend Clay County and hold it harmless from any and all injury to the persons or property of others, and against all suits and costs and all damages, including reasonable attorneys' fees, to which Clay County or any of its employees, officers, agents, or servants may be put by reason of or resulting from any action whatsoever taken under this Agreement.

(23) **Recording**. This Agreement shall be recorded in the public records of Clay County, Florida, at Owners' expense following its execution by the Parties.

(24) **Effective Date.** This Agreement is effective as of the date it is recorded in the public records of Clay County, Florida.

IN WITNESS WHEREOF, this Agreement is executed the day and year above written.

Clay County, Florida

_____
Howard Wanamaker
County Manager

_____
Chereese Stewart, Director
Department of Economic and Development Services

Owners

_____
Barry L. Beasley

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 20____, by _____, who is (___) personally known to me or who (___) produced _____ as identification.

_____ My Commission Expires:_____
Notary Public Signature (SEAL)
Printed Name:_____
(___) Online Notary (Check if acknowledgment done by Online Notarization)

_____
Hae S. Chauncey

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 20____, by _____, who is (___) personally known to me or who (___) produced _____ as identification.

_____ My Commission Expires:_____
Notary Public Signature (SEAL)
Printed Name:_____
(___) Online Notary (Check if acknowledgment done by Online Notarization)

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

Parcel ID Number: 210525-009607-001-00

Lot 9, Block 2, LAKE ASBURY UNIT 7, according to the plat thereof as recorded in Plat Book 7, Pages 60 and 61, of the Public records of Clay County, Florida.

Less and Except the following

Commencing from the northeast corner of Lot 1, Block 2, LAKE ASBURY UNIT 7, said corner being at the intersection of the westerly Right-of-Way of Henley Road (CR 739) and the southerly Right-of-Way of Cokesbury Court; Thence along the westerly Right-of-Way of Henley Road (CR 739), S 00 Degrees 28' 46" E a distance of 742.72 feet to a point; Thence S 00 Degrees 28' 40" E a distance of 807.15 feet to the northeast corner of Lot 9; the point of Beginning. Thence from the Point of Beginning along the Westerly Right-of-way of Henley Road (CR 739), S 00 Degrees 28' 40" E a distance of 199.98 feet to the southeast corner of Lot 9; Thence along the southerly line of Lot 9, S 89 Degrees 21' 53" W a distance of 14.00 feet to a point; Thence leaving said southerly line with a new line N 00 Degrees 28' 40" W a distance of 199.98 feet to a point in the northerly line of Lot 9; Thence along said northerly line N 89 Degrees 21' 53" E a distance of 14.00 feet to the Point of Beginning.

Department of Economic and Development Services
Planning & Zoning Division
P.O. Box 1366, Green Cove Springs, FL 32043
Phone: (904) 284-6300
www.claycountygov.com

IMS #: Rez-2022000014	Date Rec: 3/3/22	Received By: Laura Hanson

REZONING APPLICATION

Owner's Name: Barry L Beasley - Hae Chauncey		If the property is under more than one ownership please use multiple sheets.
Owner's Address: 3376 Penny Lane		
City: Middleburg,	State: FL	Zip Code: 32068
Phone: 904-654-5002	Email: blackpearlplumbing.inc@gmail.com	

Parcel & Rezoning Information

Parcel Identification Number: 21-05-25-009607-001-00		
Address: Pending		
City: Green Cove Springs	State: Fl	Zip Code: 32043
Number of Acres being Rezoned: 2.07	Current Zoning: PS-1	Current Land Use:
Proposed Zoning: AR-1	I am seeking a: Permitted Use	Conditional Use
Property Will be Used as: S.F.D.		

Required Attachments

Deed Survey Site Plan & Written Statement if Rezoning to PUD PCD PID BSC and PS-5
Agents Authorization Attachment A-1 Owner's Affidavit Attachment A-2 Legal Description Attachment A-3
Supplemental Development Questions if Rezoning to PUD PCD PID Attachment A-4

Notices

The required SIGN(S) must be POSTED on the property BY THE APPLICANT 21 days in advance of the date of the first required public hearing. The sign(s) may be removed only after final action of the Board of County Commissioners and must be removed within ten (10) days of such action. The applicant must also pay for the required public notice stating the nature of the proposed request which is required to be published in an approved newspaper AT LEAST 7 DAYS IN ADVANCE OF THE PUBLIC HEARING. Advertising costs are paid by the applicant directly to the newspaper and the applicant must furnish PROOF OF PUBLICATION to the Planning and Zoning Division, prior to the public hearing.

Hearings are held in the County Commission Chambers on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida. You or your authorized agent **must be present**. If there are members of the public who wish to testify regarding your petition, they are normally allowed three (3) minutes.

If you decide to appeal any decision made by the Board of County Commissioners with respect to any matter considered at your rezoning hearing, you will need a record of the proceedings at your expense, and for such purpose you should ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Florida Times Union will be publishing your rezoning legal notices. You must pre-pay your legal advertisement fees. An affidavit must be paid before receiving proof of publication. Should a petition be withdrawn, legal advertising already published will not be refunded.

Application Certification

I, hereby certify that I am the Owner or the authorized agent of the Owner(s) of the property described herein, that all answers to the questions in this application and all information contained in the material attached to and made a part of this application, are accurate and true to the best of my knowledge and belief. I also attest by my signature that all required information for this rezoning application is completed and duly attached in the prescribed order. Furthermore, if the package is found to be lacking the above requirements, I understand that the application will be returned for correct information. I hereby acknowledge that the zoning requested is my choice and have reviewed and agreed to all conditions listed in this application and the requirements in Article(s) I, III, and XII of the Clay County Code.

Owner's Signature: Hae Chauncy	Date: 3/2/22	Printed Name: HAE Chauncey

The rest of this space is intentionally left blank

4511 | 1539

CFN # 2021059399, OR BK: 4511 PG: 1529, Pages 1 / 3, Recorded 9/22/2021 4:22 PM, Doc: D
TARA S. GREEN Clerk of Court and Comptroller, Clay County, FL Rec: $27.00 Doc D: $1,050.00
Deputy Clerk WESTA

Prepared by
Alexandra B. Griffin, Esq.
Head, Moss, Fulton & Griffin, P.A.
1530 Business Center Drive, Suite 4
Fleming Island, Florida 32003
File Number: CHAUNCEY/THOMA

WARRANTY DEED

THIS INDENTURE, made this 20th day of September, 2021, by Johnny E. Thomas, an unmarried man, whose address is 2794 Henley Road, Green Cove Springs, FL 32043, hereinafter called the Grantor, to Barry L. Beasley and Hae S. Chauncey, whose address is 3376 Penny Lane, Middleburg, FL 32068 , hereinafter called the Grantee,

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, Grantee's heirs and assigns forever, the following described land, situate lying and being in Clay County, Florida, to wit:

Lot 9, Block 2, LAKE ASBURY UNIT 7, according to the plat thereof as recorded in Plat Book 7, Pages 60 and 61, of the Public records of Clay County, Florida.

Less and Except the following

Commencing from the northeast corner of Lot 1, Block 2, LAKE ASBURY UNIT 7, said corner being at the intersection of the westerly Right-of-Way of Henley Road (CR 739) and the southerly Right-of-Way of Cokesbury Court; Thence along the westerly Right-of-Way of Henley Road (CR 739), S 00 Degrees 28' 46" E a distance of 742.72 feet to a point; Thence S 00 Degrees 28' 40" E a distance of 807.15 feet to the northeast corner of Lot 9; the point of Beginning. Thence from the Point of Beginning along the Westerly Right-of-way of Henley Road (CR 739), S 00 Degrees 28' 40" E a distance of 199.98 feet to the southeast corner of Lot 9; Thence along the southerly line of Lot 9, S 89 Degrees 21' 53" W a distance of 14.00 feet to a point; Thence leaving said southerly line with a new line N 00 Degrees 28' 40" W a distance of 199.98 feet to a point in the northerly line of Lot 9; Thence along said northerly line N 89 Degrees 21' 53" E a distance of 14.00 feet to the Point of Beginning.

Prepared by:
Alexandra B. Griffin, Esq.
Head, Moss, Fulton & Griffin, P.A.
1530 Business Center Drive, Suite 4
Fleming Island, Florida 32003
File Number: CHAUNCEY/THOMA

Parcel ID Number: 210525-009607-001-00

Subject to Covenants, Restrictions and Easements of Record. Subject also to taxes for 2021 and subsequent years.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Signatures of Grantors on Following Page

Prepared by:
Alexandra B. Griffin, Esq.
Head, Moss, Fulton & Griffin, P.A.
1530 Business Center Drive, Suite 4
Fleming Island, Florida 32003
File Number: CHAUNCEY/THOMA

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of two witnesses:

Witness No. 1

Witness Sign Name Brophy
Witness Print Name Jennifer Brophy

Johnny E. Thomas (Seal)
Johnny E. Thomas

Witness No. 2

Witness Sign Name
Witness Print Name Jennifer Lewis

State of Florida
County of Clay

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of [ ] physical presence or [ ] online notarization on this 20th day of September, 2021, by Johnny E. Thomas, an unmarried man, ( ) who is/are personally known to me or ( ) who has produced FL DL as identification.

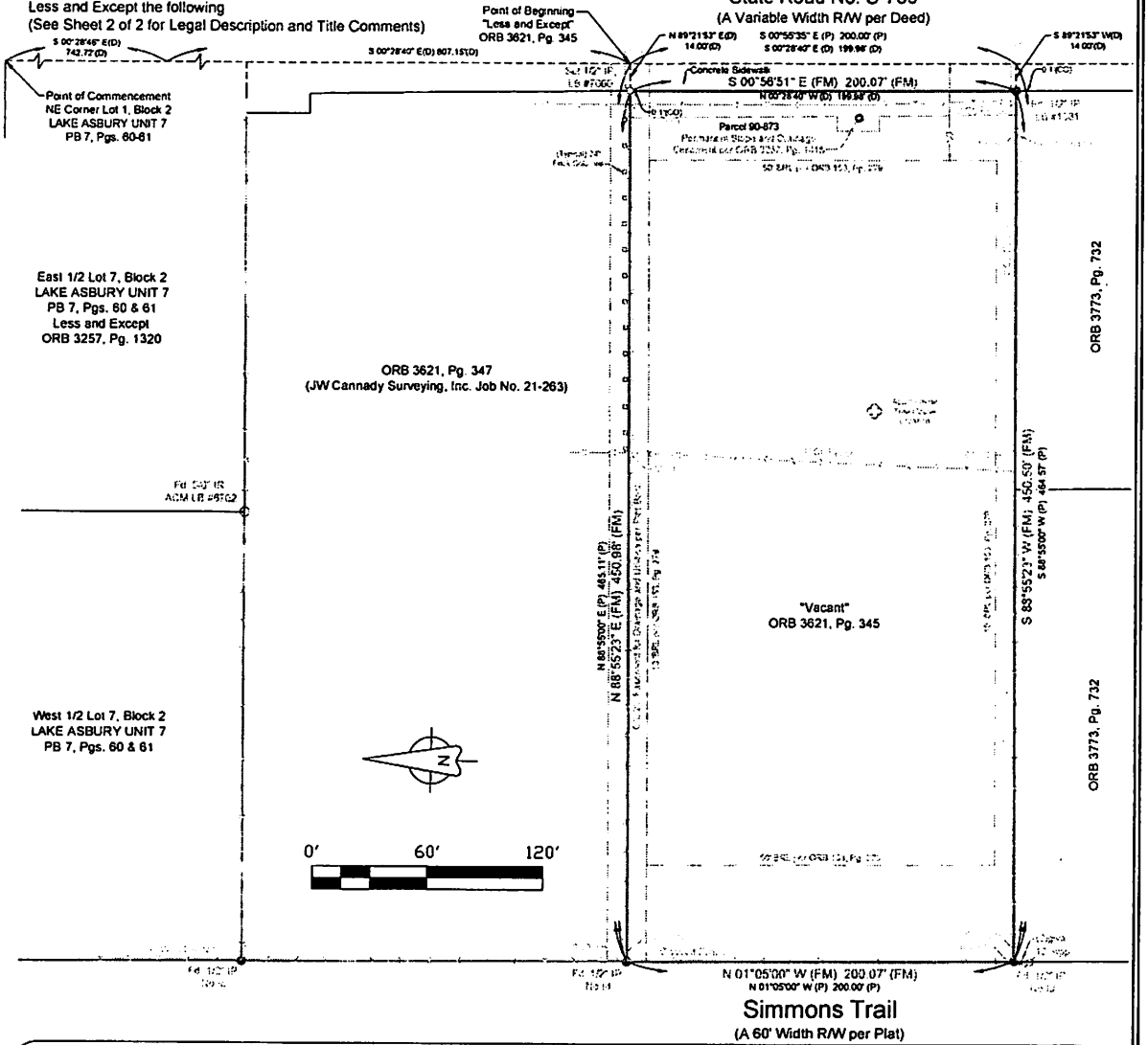
(Affix Notary Stamp)

Notary Sign Name: Brophy
Notary Print Name: Jennifer Brophy
Notary Public, State of Florida
Notary Commission Expires:
Notary Commission Number:

JENNIFER BROPHY
Commission # HH 098588
Expires February 23, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

MAP SHOWING BOUNDARY SURVEY OF

Lot 9, Block 2, LAKE ASBURY UNIT 7, according to the plat thereof as recorded in Plat Book 7, Pages 60 and 61, of the Public records of Clay County, Florida.
Less and Except the following
(See Sheet 2 of 2 for Legal Description and Title Comments)



General Notes

1. This is a Map showing Boundary Survey.
2. Bearings are based on the Easterly Right of Way line of Simmons Trail, being the Assumed Bearing of N 01° 05' 00" E, as per Record Plat.
3. This survey was prepared with the benefit of a title commitment issued by First American Title Insurance Company with a commitment date of July 30, 2021 at 8:00 am, Issuing Agent: Head, Moss, Fulton & Griffin, P.A. with the Issuing Office File Number of CHAUNCEY/THOMA.
4. The Property shown hereon embraced by heavy lines is based on a Legal Description provided by Client.
5. This Survey does not reflect or determine Ownership.
6. This Survey shows only the Above Ground Indicia, No underground Utilities, Footers, Structures, or Improvements are shown on this map.
7. By Graphic Plotting only, the property shown hereon lies within zone: "X" as shown on the Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance Program, Flood Insurance Rate Map (F.I.R.M.) Community Panel Number: 120064-0170E, Map revised date: March 17, 2014.
8. The maximum allowable Horizontal Relative Positional Accuracy for an American Land Title Association / National Society of Professional Surveyors Land Title Survey is 0.07' plus 50 parts per million (based on the direct distance between the two points being accuracy tested). This survey meets or exceeds the Horizontal Relative Positional Accuracy of 0.07' plus 50 parts per million for all control points and boundary monuments.

DRAWING PATH: \Team Drives\Current Projects\21-248_0 Henley Rd\DWG	
JOB NUMBER: 21-248	SCALE: 1" = 60'
FIELD BOOK: 361 PAGE: 58	FIELD DATE: August 18, 2021
DRAWN BY: CWC	MAP FILE NUMBER: B-845
CHECKED BY: JWCJ	SHEET NUMBER: 1 OF 2

Unless it bears the Signature and the Original Raised seal of a Florida Licensed Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for informational purposes only, and is Not valid or unless the Electronic Image File bears the Electronic Signature and Seal of a Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for informational purposes only, and is Not valid.

2988 Plummer Cove Road
Jacksonville, Florida 32223
Phone: (904) 647-6943
Licensed Business No.: 7080
EMAIL: wes@cannadysurvey.com
JW Cannady SURVEYING INC.

I hereby certify that this survey meets the standards of practice established by the Florida Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes.

JAMES WESLEY CANNADY
License Number 5586
ELECTRONIC SIGNATURE
2021.08.26 15:34:11-04'00'
STATE OF FLORIDA
Professional Surveyor and Mapper

By: _____

James W. Cannady, Professional Surveyor & Mapper, Certificate No. 5586, State of Florida

Clay County Rezoning Property Ownership Affidavit – Attachment A-2

Date: 3-3-22

Clay County Board of County Commissioners
Division of Planning & Zoning
Attn: Zoning Chief
P.O. Box 1366
Green Cove Springs, FL 32043

To Whom it May Concern:
Be advised that I am the lawful Owner of the property described in the provided legal description attached hereto. I give full consent to process the application for rezoning.

Owner's Electronic Submission Statement: Under the penalty or perjury, I declare that all information contained in this affidavit is true and correct.

I hereby certify that I have read and examined this affidavit and know the same to be complete and correct.

Hae Chauncy 3-3-22
Signature of Owner: **Date:**

Hae Chauncy
Printed Name of Owner:

Sworn to and subscribed before me this 3 day of March A.D. 20 22

Personally known _____ or produced identification.

Type of identification produced _____ and number (#): _____

_____
Signature of Notary **Date:**

SEAL

Legal Description – Attachment A-3

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County Commissioners DATE: 5/4/2022

FROM: Mike Brown, Zoning Chief

SUBJECT: Proposed text amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The intent of the Lake Asbury Village Center zoning district was for commercial uses to be "in a compact, walk-able form accessible by sidewalk". The Lake Asbury Village Center zoning district prohibits drive-thru uses. Within the LAMPA, drive thru uses are allowed only in Lake Asbury Activity Center district.

The proposed change would allow certain uses with dive-thru in the Lake Asbury Village Center district. The uses that would be allowed to utilize a drive-thru are limited to delicatessens & sit down fast food, pharmacies, laundry and dry cleaning, and banks.

Is Funding Required (Yes/No):
No

If Yes, Was the item budgeted (Yes\No\N/A):
No

N/A

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

Planning Requirements:
Public Hearing Required (Yes\No):

Yes

Hearing Type: Second Public Hearing

Initiated By:Applicant

Land Development Code changes require 2 Public Hearings. This is the Final Reading.

ATTACHMENTS:

Description	Type	Upload Date	File Name
Staff Report	Backup Material	5/4/2022	Staff_Memo_LDC_2022-02_Finalada.pdf
LDC 2022-02 Ordinance	Ordinance	5/4/2022	Ordinanceada.pdf

02				
Application Letter	Backup Material	5/4/2022	Letter_to_Ed_Lehman__re_proposed_revisions_LAMPA_VC_for_drive_thrus(14793530.pdf	
Applicant Proposed Text Changes	Backup Material	5/4/2022	Redline-LAMPA_Village_Center_permitted_uses_-_changes_allowing_drive-thrus(14586262.pdf	

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Streeper, Lisa	Approved	5/18/2022 - 1:59 PM	Item Pushed to Agenda

Staff Report Land Development Code Text Amendment LDC 2022-02

Copies of the submitted application are available at the Clay County Administration Office, 3rd floor, located at 477 Houston Street, Green Cove Springs, FL 32043

Applicant: Frank Miller, Gunster Law Firm

INTRODUCTION

This application is a proposed text amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district.

DESCRIPTION

The Lake Asbury Village Center zoning district prohibits drive-thru uses. The intent of the Lake Asbury Village Center zoning district was for commercial uses to be "in a compact, walkable form accessible by sidewalk". Select drive-thru uses are only allowed in the Lake Asbury Activity Center zoning district within the LAMPA. The applicant has requested an amendment to the Lake Asbury Village Center zoning district to allow specific drive-thru uses in this district. The specific uses that would be allowed with a drive-thru include delicatessens & sit down fast food, pharmacies, laundry and dry cleaning, and banks.

SUMMARY OF CHANGES

B. ZONING DISTRICTS

6. Lake Asbury Village Center (LA VC) Land Use

a. Permitted uses:

i. Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (~~without~~ with drive-thru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or car wash facilities; tobacco and related shops; private clubs; libraries and museums; retail

outlets for the sale of food, toiletries, sundries, notions and drugs including pharmacies with drive-thru; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and dry cleaning (with drive-thru but pickup station only); telephone sales and repair; government/public offices; printing/copying/mailing outlets; books, magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (~~without~~ with drive-~~through~~ thru), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000 square feet.

RECOMMENDATION

The application is a request to amend the Land Development Code to allow specific drive-thru uses in the Lake Asbury Village Center zoning district. Staff has reviewed the proposed changes and recommends approval of the proposed changes as set forth above.

ORDINANCE 2022-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING SECTION 3-33B OF ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, BEING THE CODIFICATION OF ORDINANCE NO. 93-16, AS AMENDED, AND COMPRISING THE ZONING AND LAND USE LAND DEVELOPMENT REGULATIONS, BY AMENDING SEC. 3-33B.B.6.a.i TO ALLOW SPECIFIED DRIVE-THRU USES IN THE LAKE ASBURY VILLAGE CENTER ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board adopted Ordinance 93-16, as amended, which created Article III of the Clay County Land Development Code being the Zoning and Land Use Development Regulations; and,

WHEREAS, the Board desires to amend certain provisions in Article III, Section 3-33B of the Clay County Land Development Code, as provided for below.

Be it ordained by the Board of County Commissioners of Clay County that:

Section 1. As used in Section 2, the term "Article III" shall mean and refer to Article III of the Clay County Land Development Code, being the codification of Ordinance 93-16, as subsequently amended, and comprising the Zoning and Land Use Land Development Regulations.

Section 2. Section 3-33 B.B, Article III is hereby amended as follows:

6. Lake Asbury Village Center (LA VC) Land Use

   a. Permitted Uses

      i. Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (~~without~~ with drive-thru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or car wash facilities; tobacco and related shops; private clubs; libraries and museums; retail outlets for the sale of food, toiletries, sundries, notions and drugs including pharmacies with drive-thru; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and dry cleaning (with drive-thru but pickup station only); telephone sales

and repair; government/public offices; printing/copying/mailing outlets; books, magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (~~without~~ with drive-~~through~~ thru), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000

Section 3. If any portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining provision of this Ordinance.

Section 4. This Ordinance shall take effect as provided by Florida general law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this ____day of _____, 2022.

ATTEST

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

_____

BY:_____

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

Wayne Bolla, Its Chairman

GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

March 8, 2022

Via Email and First Class Mail

Clay County Board of County Commissioners
c/o Ed Lehman
Planning and Zoning Director
477 Houston Street
Green Cove Springs, FL 32043

Re: Text Change to allow Drive-Throughs in LAMPA Village Centers

Dear Ed:

On behalf of the owner of a parcel of property within a LAMPA Village Center, we hereby submit the attached proposed revisions to the sections of the Land Development Code allowing Drive-Throughs within Village Centers for consideration by the County. A clean and redline copy of the applicable section is included for your ease of review. The changes address a need to allow drive throughs for restaurants, banks, dry cleaners and pharmacies in the Village Centers. At present drive throughs for these type retailers are only allowed in the LAMPA Activity Center and the change would allow them in areas closer to where residential development will occur.

Please review the attached and let me know if you have any questions or comments. Please also schedule the proposed changes for consideration by the Planning Commission and Board of County Commissioners at the earliest dates available.

We will deliver the $1,000 application fee under separate cover. Please let me know if you have any questions or if you need anything else.

Sincerely,

Frank E. Miller

FEM/mgm
Enclosure

Sec. 3-33 B. LAKE ASBURY MASTER PLAN AREA

B. ZONING DISTRICTS

6. Lake Asbury Village Center (LA VC) Land Use

a. Permitted uses:

i. Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (~~without~~with drive-thru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or car wash facilities; tobacco and related shops; private clubs; libraries and museums; retail outlets for the sale of food, toiletries, sundries, notions and drugs including pharmacies with drive-thru; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and drycleaning (with drive-thru but pickup station only); telephone sales and repair; government/public offices; printing/copying/mailing outlets; books, magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (~~without~~ with drive-~~through~~thru), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000 square feet.

Document comparison by Workshare 10.0 on Monday, February 21, 2022 5:51:59 PM

Input:	
Document 1 ID	iManage://WORK.GUNSTER.COM/ACTIVE/14585204/1
Description	#14585204v1<WORK.GUNSTER.COM> - LMPA Village Center permitted uses
Document 2 ID	iManage://WORK.GUNSTER.COM/ACTIVE/14585204/2
Description	#14585204v2<WORK.GUNSTER.COM> - LMPA Village Center permitted uses
Rendering set	Standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	5
Deletions	3
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	8

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County Commissioners DATE:

FROM: Mike Brown, Zoning Chief

SUBJECT: This item is being Continued to June 28th. The Fleming Island Citizen Advisory Committee continued this item from April to May, therefore the Planning Commission won't hear this item until its June meeting. This application is to rezone a single parcel (114 Canova Street) totaling 1.61 acres from AR (Agricultural Residential) to PS-1 (Private Services).

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Lehman, Ed	Approved	5/16/2022 - 3:57 PM	AnswerNotes
Economic and Development Services	Wanamaker, Howard	Approved	5/16/2022 - 4:26 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/16/2022 - 4:27 PM	AnswerNotes

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County Commissioners DATE: 5/16/2022

FROM: Mike Brown, Zoning Chief

SUBJECT: This application has been Withdrawn by the Applicant. The application was a proposed text amendment to Article III Section 3-5(am), pertaining to the Mini-Warehouse conditional use criteria.

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
No

If Yes, Was the item budgeted (Yes\No\N/A):
No

N/A

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Lehman, Ed	Approved	5/16/2022 - 3:59 PM	AnswerNotes
Economic and Development Services	Wanamaker, Howard	Approved	5/16/2022 - 4:25 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/16/2022 - 4:25 PM	AnswerNotes

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County Commissioners DATE:

FROM: Ed Lehman, Planning &
Zoning Director

SUBJECT: This item has been Withdrawn by Staff. It will be amended and readvertised at a later date. The item was a proposed change to LA TRA Policy 1.1.3 which includes reference to the Lake Asbury Adequate Public Facilities (APF) fee. The BCC adopted the mobility fee that addressed the financial system referenced in the policy, including financing many, but not all, of the APF roadways. This change to the policy addresses the construction costs of the entire APF system.

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Lehman, Ed	Approved	5/17/2022 - 9:16 AM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	5/17/2022 - 2:11 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/17/2022 - 5:36 PM	AnswerNotes

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: BCC DATE: 4/26/2022

FROM: Teresa Capo

SUBJECT: Applications were received from Roger Higginbotham and James Ryan for the re-appointment of their seats on the Clay County Housing Finance Authority.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
Advertising requirements have been met.

ATTACHMENTS:

Description	Type	Upload Date	File Name
Higginbotham Application	Backup Material	5/16/2022	Higginbotham_Application.pdf
Ryan Application	Backup Material	5/16/2022	Ryan_Application_FormADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	5/6/2022 - 10:51 AM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/6/2022 - 5:13 PM	AnswerNotes

From:	webform@claycountygov.com
To:	Teresa Capo
Subject:	Citizen Application Form
Date:	Friday, April 15, 2022 1:02:21 PM

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

A new entry to a form/survey has been submitted.

Form Name:	Citizen Application Form
Date & Time:	04/15/2022 1:02 PM
Response #:	204
Submitter ID:	20791
IP address:	2600:1700:e742:4200:e91b:f634:c5eb:b828
Time to complete:	21 min. , 12 sec.

Survey Details

Page 1

1. Fill out the form below and click submit. The form will be sent to the person responsible for compiling applications.

2. Open the Adobe PDF document below, complete and click submit (for Adobe Standard and Pro users only) or download the file to your files, complete in Adobe Reader and submit as an attachment via email to Teresa.Capo@claycountygov.com or mail the form to:

Clay County BCC
Attention: Teresa Capo
PO Box 1366
Green Cove Springs, Florida 32043

Application in PDF format

1. Your Information:

Date:	04/15/2022
Name:	Roger Higginbotham
Name of Board/Committee You are Applying For:	Housing Finance Authority
Address:	2418 Stockton Drive
State:	Florida
Zip Code:	32003
Number of Years at this	28

Address:
Phone: (904) 219-9144
Email Address: hchjax@gmail.com
District You Live In: 3
(○) I AM Registered Voter
Job Position: Owner
Employer: Higginbotham Custom Homes, LLC
Work Phone: (904) 651-8774
Number of Years at Job: 12
Summarize Your Work Experience:
I've been in the construction industry for my entire life and have been a state licensed building contractor since 1983.

2. Education

Please List All Schools Attended, Years and Degrees:
Florida State College at Jacksonville (2 years) A.S. degree in Building Construction

3. Volunteer Work, Civic, Professional, and other Activities

List any volunteer service organizations, clubs or professional societies you are a member of or titles you have held:
Clay Builders' Council 12 years Chairman for 2 years
Waste Not Want Not 12 years Board member for 7 years
Sacred Heart Catholic Church 22 years Usher and Greeter 2 years on the parish council
Clay County Habitat for Humanity Board member for 3 years
Have you ever served on a committee or advisory board? If so, give the details, including any positions held:
Members of Clay County Housing Finance Authority and Clay County Affordable Housing Advisory Committee
Have you ever served on a committee or advisory board? If so, give the details, including any positions held:
Not answered

4. Reason for Serving

Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board /Committee:
I have a lifetime of experience in residential home construction.
Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board /Committee:
Not answered

5. Miscellaneous

Do you do business or are you engaged in the management of any business enterprise that has a financial interest in Clay County Government? Please give details, including the name of the enterprise, the nature of the business, and the position you hold:
No
Have you ever been convicted for violation of any federal, state, county or municipal law, regulation or ordinance? If so, give details. Do not include traffic violations or fines of $100 or less that were imposed, unless it also included a jail sentence:
No

6. References

List names, addresses and telephone numbers of at least three persons who are qualified to comment on your qualifications and of whom inquiry may be made by Clay County Board of County Commissioners:

Bill Garrison 5288 CR218 Middleburg, FL 32068 (904) 838-0531
Jerry Agresti 6833 Old Church Road Fleming Island, FL 32003 (904) 400-1559
Carolyn Edwards 1717 Blanding BLVD. Middleburg, FL 32068 (904) 334-7360

Additional Information and Comments:

Not answered

By submitting this form, I declare the foregoing facts to be true, correct and complete.

This form can be submitted via email or can be printed and brought into our office.

For any questions concerning this form please contact our County Manager's Office at (904) 284-6352.

You may submit only one application for each committee vacancy. A new application must be submitted for each committee vacancy. Applications will be held for a period of two years.

Thank you,
Clay County, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.

From:	webform@claycountygov.com
To:	Teresa Capo
Subject:	Citizen Application Form
Date:	Thursday, May 5, 2022 4:05:52 PM

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

A new entry to a form/survey has been submitted.

Form Name:	Citizen Application Form
Date & Time:	05/05/2022 4:05 PM
Response #:	206
Submitter ID:	20795
IP address:	12.8.58.34
Time to complete:	25 min. , 38 sec.

Survey Details

Page 1

1. Fill out the form below and click submit. The form will be sent to the person responsible for compiling applications.

2. Open the Adobe PDF document below, complete and click submit (for Adobe Standard and Pro users only) or download the file to your files, complete in Adobe Reader and submit as an attachment via email to Teresa.Capo@claycountygov.com or mail the form to:

Clay County BCC
Attention: Teresa Capo
PO Box 1366
Green Cove Springs, Florida 32043

Application in PDF format

1. Your Information:

Date:	05/05/2022
Name:	James (Jim) Ryan
Name of Board/Committee You are Applying For:	Housing Finance Authority
Address:	822 Branscomb Road
State:	Florida
Zip Code:	32043
Number of Years at this	1

Address:
Phone: (904) 699-6321
Email Address: jim.ryan@jmafcu.org
District You Live In: 5
(○) I AM Registered Voter
Job Position: President
Employer: JM Associates Federal Credit Union
Work Phone: (904) 378-4570
Number of Years at Job: 31
Summarize Your Work Experience:
40 years in banking and finance in North Florida.

2. Education

Please List All Schools Attended, Years and Degrees:
Clay High School, 1974-1978, Diploma
University of Florida, 1978-1982, BSBA Finance

3. Volunteer Work, Civic, Professional, and other Activities

List any volunteer service organizations, clubs or professional societies you are a member of or titles you have held:
Certified Credit Union Executive (CCUE)
Northeast Florida Chapter of the League of Southeastern Credit Unions, past Chairman
Credit Union Education Advisory Committee, past Chairman
Florida Association of Local Housing Finance Authorities, currently serving as Treasurer
Have you ever served on a committee or advisory board? If so, give the details, including any positions held:
Housing Finance Authority of Clay County, 30 years, currently serving as Chairman
Affordable Housing Advisory Committee of Clay County, 10+ years, currently serving as Chairman
Lake Asbury / Penney Farms Citizens Advisory Committee, new committee, currently serving as Chairman
Have you ever served on a committee or advisory board? If so, give the details, including any positions held:
Housing Finance Authority of Clay County, 30 years, currently serving as Chairman
Affordable Housing Advisory Committee of Clay County, 10+ years, currently serving as Chairman
Lake Asbury / Penney Farms Citizens Advisory Committee, new committee, currently serving as Chairman

4. Reason for Serving

Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board /Committee:
Work in the fields of finance, real estate finance and investments with the consumer's interest placed first.
Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board /Committee:
A native to Clay County with 30 years of experience with the Housing Finance Authority

5. Miscellaneous

Do you do business or are you engaged in the management of any business enterprise that has a financial interest in Clay County Government? Please give details, including the name of the enterprise, the nature of the business, and the position you hold:
None
Have you ever been convicted for violation of any federal, state, county or municipal law, regulation or

ordinance? If so, give details. Do not include traffic violations or fines of $100 or less that were imposed, unless it also included a jail sentence:
No

6. References

List names, addresses and telephone numbers of at least three persons who are qualified to comment on your qualifications and of whom inquiry may be made by Clay County Board of County Commissioners:
Theresa Sumner, P.O. Box 1620, OP, FL 32067, 904-278-8006
Rich Komando, 1279 Kingsley Ave #118, OP, FL 32073, 904-269-1111
Zac Ryan, 3079 Anderson Rd, GCS, FL 32043, 904-291-1479
Additional Information and Comments:
Resident of Clay County for 50+ years.

By submitting this form, I declare the foregoing facts to be true, correct and complete.

This form can be submitted via email or can be printed and brought into our office.

For any questions concerning this form please contact our County Manager's Office at (904) 284-6352.

You may submit only one application for each committee vacancy. A new application must be submitted for each committee vacancy. Applications will be held for a period of two years.

Thank you,
Clay County, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: BCC DATE: 5/16/2022

FROM: Teresa Capo

SUBJECT: Susan Hill submitted her resignation from the Tourist Development Council effective June 1, 2022.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
Ms. Hill is retiring after almost 40 years in the hospitality/tourism industry.

ATTACHMENTS:

Description	Type	Upload Date	File Name
Susan Hill Resignation	Backup Material	5/16/2022	Susan_Resignationada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	5/16/2022 - 2:27 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/16/2022 - 4:27 PM	AnswerNotes

From:	Kimberly Morgan
To:	Charlie Latham
Cc:	Teresa Capo; Connor L. Mathews
Subject:	FYI - FW: TDC
Date:	Tuesday, May 3, 2022 4:42:45 PM

FYI – for info below.
No action on your part. I'm alerting Teresa Capo about this vacancy. This is an accommodation seat, so it may take us a while.

Kimberly Morgan
Director of Tourism
Clay County Board of County Commissioners
477 Houston Street
Green Cove Springs, FL 32043
Phone: 904-278-3734/Cell: 904-295-5802
www.ExploreClay.com
Kimberly.Morgan@claycountygov.com

From: Susan Hill <susan.hill@murphcohotels.com>
Sent: Tuesday, May 3, 2022 4:34 PM
To: Mike Cella <Mike.Cella@claycountygov.com>; Kimberly Morgan <Kimberly.Morgan@claycountygov.com>
Subject: TDC

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

Dear Mike and Kimberly,

With almost 40 years of hospitality and tourism under my belt, the time has come. I'll be retiring from my wonderful career this summer. I've benefited in so many ways from serving the hotel community in this area. It's energizing to see the path Clay County is paving to enhance the area for travelers and residents alike.

Please accept my resignation from the Tourist Development Council effective June 1, 2022. I'll look forward to seeing you all at the May 9th meeting, as my last official duty on the board. Best wishes on continued success in all that lies ahead.

Respectfully with gratitude,
Susan

Susan Hill
Sales Manager
Holiday Inn and Suites
620 Wells Road
Orange Park Florida 32073

904-562-7407 direct office line
Newly renovated - Visit Our Website!

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County Commissioners DATE: 5/13/2022

FROM: Karen Smith, Administrative
& Contractual Services

SUBJECT:
Bid Opening Tabulation for May 10, 2022:
A. RFQ No. 21/22-41, Sponsor/Developer for Homeless Stabilization Under the Clay County SHIP Program

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
Letters of Documentation

ATTACHMENTS:

Description	Type	Upload Date	File Name
Bid Opening Tabulations	Cover Memo	5/16/2022	Bid_Tab_Form_portrait_1ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	5/18/2022 - 1:59 PM	Item Pushed to Agenda

BID TABULATION FORM

RFQ 21/22-41 Date: May 10, 2022

Proj: **Sponsor/Developer for Homeless Stabilization Under the Clay County SHIP Program** Time Open: 9:04 AM

Ad: Clay Today, April 14, 2022 Time Close: 9:07 AM

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

	Bidder	Total
1	Mercy Support Services	To Be Determined
2		
3		
4		
5		
6		
7		
8		
9		
10		

*Staff will review the bids and present a recommendation to the Budget and Audit Committtee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document. Items above are subject to full review and evaluation of submittal.

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: BCC DATE: 5/17/2022

FROM: Teresa Capo

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
March 29, 2022 CRC Minutes	Backup Material	5/17/2022	March_29_2022_CRC_Minutesada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	5/17/2022 - 9:21 AM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/17/2022 - 5:36 PM	AnswerNotes

2021/2022 CHARTER REVIEW COMMISSION MINUTES

March 29, 2022
7:00 PM
Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043

CALL TO ORDER

Chairman Howard "Bo" Norton called the meeting to order at 7:00 pm.

MOMENT OF SILENCE

Chairman Bo Norton requested a moment of silence.

PLEDGE OF ALLEGIANCE

Ms. Connie Schoenung led the Pledge of Allegiance.

WELCOME

Chairman Bo Norton thanked Deputy McDade and Lieutenant Mahla for providing security for the meeting. He also welcomed Teresa Capo-County Commissioner Administrative Assistant, Courtney Grimm-County Attorney, Christine Blanchett-Deputy Clerk with the Clerk of the Court and Comptroller, and all the CRC members.

ROLL CALL

All those that were in attendance at the meeting are listed on the attached sign in sheet. See attachment A. Absentees from the meeting:

- Charles Hodges
- James Jett
- Randy Gillis
- DeAnn Dockery
- Yul McNair
- Brain Kraut
- Jim Connell

APPROVAL OF MINUTES

March 2, 2022 CRC Minutes

Mr. Robert Dews made a motion for approval of the March 2, 2022, CRC meeting minutes, seconded by Mr. Chris Russell, with all in favor.

March 15, 2022 CRC Minutes

Vice-Chairman Suzi Ludwig made a motion for approval of the March 15, 2022, CRC meeting minutes, seconded by Mr. Mitch Timberlake, with all in favor.

PUBLIC COMMENT

Chairman Bo Norton opened the floor for public comment at 7:03 pm.

David R. Coughlin, 23 Widener Way, Orange Park, Florida, spoke to the Board regarding the seemingly oppressive term limits that impact the life time of great work performed by our elected constitutionals. We are lead to believe that they are divinely anointed with critical skills unattainable by mere mortals and the republic would fall if we do not institutionalize their incumbency. So, we tolerate the merging of their personal brand with the office they hold by using government funds to pay for chamber of commerce memberships, fundraising sponsorships, personnel to manage public and media relations, and de facto campaigning via public service announcements with their youthful images in local print venues. Mr. Coughlin stated the only requirements for an elected constitutional are citizenship and age. If we view them as administrators and not politicians then have them give their attractive compensation packages and serve at the pleasure of our commissioners. The apparent sole political layer in Clay County.

Hearing no other comments, Chairman Bo Norton closed public comment at 7:06 pm.

OLD BUSINESS

1. Proposed Text for BCC Salary Recommendation for Inclusion on Ballot

Chairman Bo Norton opened the floor to discuss the proposed text for the BCC salary recommendation for inclusion on the ballot. Glenn Taylor, CRC Attorney, has taken the direction of the Commission and prepared the verbiage to be considered for the ballot. See attachment B.

Suzi Ludwig, Vice-Chairman, said it might be better to move one sentence after reviewing the verbiage. Vice-Chairman Ludwig read her suggested change:

- Shall the Clay County Charter be amended to include annual cost of living increases to the Clay County Commissioners current $37,000.00 annual salary effective September 30, 2023, and thereafter adjusting annually based upon the consumer price index for urban wage earners and clerical workers.

All the same, wording is there, but it says it is effective then and thereafter and then putting in the adjustments.

Ms. Connie Schoenung said her understanding was that instead of saying adjustments, it reads it is an increase because that is what is being done. Chairman Norton noted that it was done.

Mr. Mitch Timberlake stated that he was fine with the ballot proposal as the attorney worded it.

Mr. Chris Russell said he believed there is concern about having the words increase of salary, but the word is included in the second sentence. It reads cost of living increase vs. a salary increase. It does clearly delineate that the increase is the cost of living adjusted, not a basic salary adjustment, and will fluctuate every year.

Following the discussion regarding the base salary of $37,000.00, the increase basis, and the consumer price index, Ms. Debby Terry made a motion for approval of the verbiage as presented by the CRC attorney, seconded by Mr. Scotty Taylor, which carried 6-3, with Mr. David Theus, Ms. Christine Backscheider, and Ms. Connie Schoenung in opposition.

2. Proposed Text for Elimination of Term Limits for Elected Clay County Constitutional Offices for Inclusion on Ballot

Chairman Bo Norton opened the floor to discuss the proposed text for eliminating term limits for elected Clay County Constitutional Offices for inclusion on the ballot. See attachment B.

Mr. David Theus noted at no point during this Commission's meetings did a citizen rally a group of citizens to initiate a petition to repeal the term limit. At no point during public comment did someone approach the lectern to repeal the term limit, if anything, to suggest that we follow the state's term limits. One commissioner voiced an opinion for term limits and one against term limits, so that is a toss-up, one for and one against it. The citizens in the last meeting clearly stated to the County Commission that term limits are something they were in favor of. Thus, an initiative was put forth by the citizens, and it got to the ballot, and it passed. Just for the record, it comes down to personal interpretation of the role of government. If these folks are constitutional, their service appreciated, if they are indeed CEOs, then maybe the case should be to lobby the governor for appointment. Once you cross the threshold at the elections office, you are a politician that answers to the voters. The voters clearly spoke. Mr. Theus said he is troubled that we have a process that went through, and the voters could have shown up and spoken, and they did not; however, they spoke at the ballot box three years ago, and they get a chance to do it again. For the record, it was interesting to see this process and at no point did a citizen rally for the repeal of the term limits.

Ms. Debby Terry noted that if we went by who participated and did not, we should've had one meeting, drop the gavel, and been done. We have had absolutely abysmal participation by the community at large. We generally have abysmal voter turnout unless it is a hot topic they want to go after. Maybe everything was okay until now, and they do want this change. You can predict what they will do because they have not been here. Ms. Terry said she is personally horrified that the constitutionals will all be leaving

simultaneously, but that is a moot point now. Mr. Theus said he respects her comment; he wanted to point out that our customers are the voters. His comments were an observation of someone serving for the first time on the Commission.

Vice-Chairman Suzi Ludwig said she believed it was important not to have the same wording as before. She stated previously that she was okay with it going back on the ballot because, again, she has faith in the voters. It can be clarified who they are, and it is the chance for people who were unsure of who the constitutionals are to say I don't care who they are, I do not want it, or I did not know and vote accordingly.

Mr. Mitch Timberlake noted as a point of order, this has already been decided and asked to keep to the task at hand to discuss the language, clarify it, and vote on what the language will be. The Commission has voted to have it put on the ballot, and our duty is to clarify that language and move ahead. Mr. Scotty Taylor noted that he agrees with Mr. Timberlake.

Ms. Connie Schoenung said she disagreed; she thinks they voted to make this decision prematurely and put it on the ballot. The gentleman spoke today and agreed with term limits. For further reference, the Commission should consider something this important, how much is the cost to the taxpayers to put it on the ballot.

Mr. Scotty Taylor made a motion for approval of the language as written by the CRC attorney, seconded by Ms. Debby Terry, which carried 6-3, with Mr. David Theus, Ms. Christine Backscheider, and Ms. Connie Schoenung in opposition.

3. Proposed Text to Section 4.2.B - Amendments and Revisions by the Charter Review Commission to Change the Meeting Interval of the CRC from Four (4) to Eight (8) Years for Inclusion on Ballot

Chairman Bo Norton opened the floor to discuss the proposed text for Section 4.2.B - Amendments and revisions by the Charter Review Commission to change the meeting intervals of the CRC from four (4) to eight (8) years for inclusion on the ballot. See attachment B.

Vice-Chairman Suzi Ludwig said the proposed language is almost the exact language that was voted down 80-20 in 2018. She thought it would say something about it being an overarching document or other provisions for amendments. CRC Attorney Taylor said there was a discussion but did not feel it was his place to create language; this was presented as a foundation. Vice-Chairman Ludwig said it should justify why you are putting it back on the ballot, and if they do not want it, they don't want it. Her opinion is to have additional clarity, like for the constitutionals.

Mr. Chris Russell said before he was asked to be on the Commission, he had never heard of it, how many people in Clay County even know this happens every four years and what the purpose of the Commission is. From his perspective, we are trying to help the county grow, and they are set up pretty well for the next four years.

Mr. Robert Dews said he does not believe that it can not get any more concise than this, and if we try and explain why we want to do it, it can be subjective, and it is a matter of

opinion that may create a problem for the voters. Vice-Chairman Ludwig said she feels if we do not tell the voters why we want this, they will say, "we just told them we do not want this," and now they are sending the same thing without any justification. Mr. Dews suggested that it would be a cost-saving to the taxpayers to meet every eight years instead of four because it does cost to have the room and staff present at the meetings.

Mr. David Theus said out of fairness to Vice-Chairman Ludwig that he too has empathy so that they are clear in understanding what they are trying to do, but the IRS has a funny saying "ignorance is not bliss." Trying not to get into a situation where we are trying to educate the voters and take away any more responsibility from them because he is one of them. It is important for him and others to do the research, some may miss it, but it is not their duty to solve all the problems. Addressing that it is back on the ballot again, we are coming to the discussion from our point of view. Commending each of us, we have been good and professional, and clearly, we come with a biased opinion about maybe we should not do this every four years. The citizen's may look at it as a missed opportunity if we push it out to eight years, that they may not be able to fix something if there is a runaway train. They may or may not know that they can push through their commissioners to put something on the ballot by a citizens' initiative. Mr. Theus said he likes the eight-year mark; he could be wrong but is willing to take that chance for the voter and trust them to make that decision.

Mr. Scotty Taylor made a motion for approval of the language as it is written, seconded by Mr. Mitch Timberlake, with all in favor.

PUBLIC COMMENT

Chairman Bo Norton opened the floor for public comment at 7:35 pm.

Hearing no other comments, Chairman Bo Norton closed public comment at 7:36 pm.

CRC MEMBER COMMENTS

Mr. David Theus asked Chairman Norton to review the process going forward.

Chairman Bo Norton said everything that the Committee has done is advisory, and they are making recommendations only, and they have no power to enforce anything. They make a recommendation that goes to the Commissioners for review and then to the ballot. So the voters will have a chance to say what will happen in Clay County regarding these items. What happens next are three public hearings. There are tentatively three dates in May, and they will be advertised. Those hearings are strictly for the public to come and tell us what they think of these initiatives. Ms. Debby Terry noted that their attendance is expected. The dates are:

- May 4, 2022
- May 16, 2022
- May 31, 2022

The hearings would be held at 7:00 pm.

Chairman Norton said what drives that, looking in the charter, there have to be three scheduled hearings, a minimum of ten days apart and a maximum of twenty days apart.

Ms. Connie Schoenung asked if the information could be published in the newspaper. Ms. Capo said it is published in the Clay Today. Ms. Schoenung asked if they could individually promote the hearings with flyers with the date and times of the hearings. Courtney Grimm, County Attorney, noted she would not suggest individually putting flyers out, but if they wanted to promote on Facebook, etc., Ms. Schoenung asked if, in addition to the standard putting information on the government website, would it be stepping outside of their role. County Attorney Grimm said you could not advocate one way or the other. You can notice that there will be three public hearings to consider three items that will be on the ballot. Ms. Schoenung asked if the language needs to be approved by County Attorney Grimm before posting. County Attorney Grimm said they should follow the language required by statute and what is advertised in the paper and put on the website.

Mr. Timberlake said his recommendation is to take what is in the newspaper and put that out verbatim so that you do not get crosswise of any language and it is stated appropriately. CRC Attorney Taylor said he agrees with Mr. Timberlake.

Vice-Chairman Suzi Ludwig appreciated Mr. Dews comments and thanked the Committee. It has been an interesting and educating experience; even with the debating in the last few months, everyone was respectful.

Chairman Bo Norton thanked the Committee for their hard work, time, effort, and expense in coming to these meetings for democracy in action.

ADJOURN

Hearing no further business, Chairman Bo Norton adjourned the meeting at 7:38 pm.

Attest:

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

Chairman or Vice-Chairman

VILLAGE OF NORTH PALM BEACH
PARKS AND RECREATION

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: April 13, 2023

SUBJECT: **RESOLUTION** – Accepting a Proposal from Haverland Ag Innovations, Inc. to Convert Three (3) Existing Softball Clay Infields to Turfgrass at the Community Center and authorizing execution of a Contract

---

Background:

The Community Center Athletic field currently contains four (4) softball clay infields that seldom get used by the community. The grass field, however, is used regularly for youth sports (i.e., flag football and soccer), local schools, and by individual residents. The popularity of the field leads to extra wear and tear, making it difficult to keep the field looking nice.

Staff is proposing to convert three (3) existing softball clay infields to turfgrass to create more field space, which will help with scheduling and field maintenance and allow for field rotation.

Haverland Ag Innovations, Inc. provided a proposal to convert three (3) softball clay fields to turfgrass. The total cost of the proposal amounts to $133,782.17. The proposal includes clay and sod removal, grading, hauling, installation of Bermuda sod, and irrigation modifications and installations to water the new turfgrass. Haverland Ag Innovations specializes in Bermuda turf maintenance. In 2019, the Village awarded a contract to STO Landscape Services, Inc. to maintain the department's athletic fields and Bermuda turf (Resolution 2019-51). In 2020, STO Landscape Services, Inc. became Haverland AG Innovations, Inc.

Pricing:

Since Haverland Ag Innovations is the Village's current Athletic Field Turf Maintenance provider, Village staff is requesting Council approval of Haverland Ag Innovations' proposal as well as a waiver of the Village's purchasing policies and procedures. Using the same contractor that currently maintains the fields to implement the clay infield to turfgrass conversions is ideal to maintain consistency and accountability.

Funding:

A total of $560,000 was set aside in the Village's Capital Improvement Plan (CIP) Fund for various parks and recreation projects. Funds held in the Village's CIP Fund are transferred to the project account when the item is ready to be purchased. The following budget amendment is required to provide the necessary funding for this project:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K8028-66210	Construction & Major Renovation	$133,783	
K5541-66000	Reserve Expenses - Capital		$133,783
Total Capital Projects Fund		**$133,783**	**$133,783**

The attached Resolution and Contract have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal submitted by Haverland Ag Innovations to convert three (3) existing softball clay infields to turfgrass at the Community Center in an amount not to exceed $133,782.17, with funds expended from Account Number K8028-66210 (Recreation – Construction & Major Renovation); waiving the Village's purchasing policies and procedures; and authorizing the Mayor and Village Clerk to execute a Contract for such services and the required budget amendment for this purchase in accordance with Village policies and procedures.

RESOLUTION 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A PROPOSAL FROM HAVERLAND AG INNOVATIONS, INC. TO CONVERT THREE EXISTING SOFTBALL INFIELDS TO TURF GRASS AT THE COMMUNITY CENTER AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; WAIVING THE VILLAGE'S PURCHASING POLICIES AND PROCEDURES; APPROVING A BUDGET AMENDMENT TO TRANSFER $133,783.00 FROM THE CAPITAL RESERVE ACCOUNT TO THE RECREATION CONSTRUCTION AND MAJOR RENOVATION CAPITAL ACCOUNT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommends accepting the proposal from Haverland Ag Innovations, Inc. for the conversation of three existing softball clay infields to turfgrass at the Village Community Center; and

WHEREAS, because Haverland Ag Innovations, Inc. is the provider of athletic field maintenance services, Village Staff requested a waiver of the Village's purchasing policies and procedures; and

WHEREAS, in order to fund the purchase, the Village Council wishes to amend the Capital Projects Fund Budget to transfer $133,783.00 from the Capital Reserve Account to the Recreation Construction and Major Renovation Capital Account; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby accepts the proposal from Haverland Ag Innovations, Inc. for the conversion of three existing softball clay infields to turfgrass at the Village Community Center at a total cost of $133,782.17, with funds expended from Account No. K8028-66210 (Recreation – Construction & Major Renovation). The Village Council further authorizes the Mayor and Village Clerk to execute a Contracts for such services, a copy of which is attached hereto and incorporated herein by reference.

Section 3. In approving this purchase, the Village Council waives all conflicting provisions of the Village's purchasing policies and procedures.

Section 4. In order provide CIP funds to fund this purchase, the Village Council hereby approves the following budget amendments:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K8028-66210	**Construction & Major Renovation**	**$133,783**	
K5541-66000	**Reserve Expenses - Capital**		**$133,783**
Total Capital Projects Fund		**$133,783**	**$133,783**

Section 5. The Mayor and Village Clerk are hereby authorized and directed to execute the budget amendment for and on behalf of the Village of North Palm Beach.

Section 6. All resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

CONTRACT

THIS CONTRACT is made as of the ____ day of _____, 2023 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and HAVERLAND AG INNOVATIONS, INC. a Florida corporation, hereinafter referred to as CONTRACTOR, whose Federal I.D. No is 27-0600946.

WHEREAS, the VILLAGE is need of services and materials for the conversation of three existing softball clay infields to turfgrass at the Village Community Center; and

WHEREAS, CONTRACTOR is the current provider of Athletic Field Maintenance Services, and CONTRACTOR has provided the VILLAGE with a cost proposal to perform the work; and

WHEREAS, the VILLAGE wishes to retain CONTRACTOR to perform the work outlined in its proposal, pursuant to the terms and conditions of this Contract, based on its familiarity with the Village's athletic fields and its maintenance responsibilities.

NOW, THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR.

CONTRACTOR shall perform the services highlighted in its Proposal dated April 3, 2023 attached hereto as Exhibit "A" and incorporated herein by reference ("Work"). CONTRACTOR shall perform the Work to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its vocation practicing in the same or similar locality at the time such services are performed.

ARTICLE 2. TERM OF CONTRACT.

The term of this Contract shall commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until CONTRACTOR completes all services within the scope of this Contract to the satisfaction of the VILLAGE, unless otherwise terminated in accordance with Article 8. CONTRACTOR shall complete the Work within ninety (90) calendar days after the issuance of the Notice to Proceed.

ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONTRACTOR in accordance with CONTRACTOR's Proposals in an amount not to exceed One Hundred and Thirty-Three Thousand Seven Hundred and Eighty-Two Dollars and Seventeen Cents ($133,782.17).

B. CONTRACTOR shall invoice the VILLAGE on a monthly basis based on the percentage of work performed. Invoices received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that the Work has been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

C. Work undertaken or expenses incurred that exceeds an amount set forth in the Proposals without prior written authorization from the VILLAGE shall be the liability of the CONTRACTOR.

D. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

E. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all Work has been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of the Work.

ARTICLE 4. INSURANCE.

A. Prior to execution of this Contract by the VILLAGE, CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the VILLAGE'S representative. Compliance with the foregoing requirements shall not relieve CONTRACTOR of its liability and obligations under this Contract.

B. CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability insurance in the amount of $1,000,000.00 in aggregate to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.

C. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR.

D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall. in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

E. All insurance, other than Worker's Compensation, to be maintained by CONTRACTOR shall specifically include the VILLAGE OF NORTH PALM BEACH as an "**Additional Insured**".

ARTICLE 5. PERSONNEL.

A. CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

B. All of the Work required hereunder shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in performing the Work (including subcontractors) shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of CONTRACTOR's personnel (and all subcontractors) while on VILLAGE premises, will comply with all applicable requirements governing conduct, safety, and security, provided, however, that CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

ARTICLE 6. INDEMNIFICATION.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

ARTICLE 7. INDEPENDENT CONTRACTOR.

CONTRACTOR is, and shall be, in the performance of services pursuant to this Contract, an independent contractor and not an employee, agent or servant of the VILLAGE. All persons engaged in any services performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole discretion, supervision and control, and CONTRACTOR shall exercise sole control over the means and manner in which its employees, consultants and subcontractors perform such services.

ARTICLE 8. TERMINATION.

This Contract may be terminated by CONTRACTOR upon ten (10) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon ten (10) days' written notice to the CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid

for Work rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, CONTRACTOR shall:

A. Stop work on the date and to the extent specified;

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;

C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE; and

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9. SUCCESSORS AND ASSIGNS.

The VILLAGE and CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and CONTRACTOR.

ARTICLE 10. ACCESS AND AUDITS.

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

ARTICLE 11. ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 12. PROTECTION OF WORK AND PROPERTY.

A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the CONTRACTOR shall provide any necessary materials to maintain such protection.

B. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

ARTICLE 13. NOTICE.

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach
Attn: Village Manager
Village Hall
501 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the CONTRACTOR shall be mailed to:

Haverland Ag Innovations, Inc.
10670 Heritage Farms Road
Lake Worth, FL 33449
Attention: Keely Haverland, President

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

ARTICLE 14. ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and CONTRACTOR agree that this Contract, including all documents referenced herein, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 15. TERMINOLOGY AND CAPTIONS.

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 16. PREPARATION.

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 17. MATERIALITY.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

ARTICLE 18. EXHIBITS AND CONTRACT DOCUMENTS.

All exhibits and other documents referred to in this Contract form an essential part of this Contract. The exhibits and other documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 19. LEGAL EFFECT.

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

ARTICLE 20. SURVIVABILITY.

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 21. WAIVER OF SUBROGATION.

CONTRACTOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 22. WARRANTY.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection, or as otherwise stated in the Proposals. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense.

ARTICLE 23. REPRESENTATIONS/BINDING AUTHORITY.

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 24. GOVERNING LAW, VENUE AND REMEDIES.

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

C. The VILLAGE and CONTRACTOR **knowingly, voluntarily and intentionally waive any right they may have to a trial by jury** with respect to any litigation arising out of or in connection with this Contract.

ARTICLE 25. FEDERAL AND STATE TAXES.

The VILLAGE is exempt from federal tax and state sales tax and use taxes. Upon request, the VILLAGE shall provide an exemption certificate to CONTRACTOR. CONTRACTOR is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall CONTRACTOR be authorized to use the VILLAGE's tax exemption number in securing such materials.

ARTICLE 26. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

ARTICLE 27. PUBLIC RECORDS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public requires required by the VILLAGE to perform the service.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.

4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

ARTICLE 28. E-VERIFY

CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

ARTICLE 29. CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL

As provided in section 287.135, Florida Statutes, CONTRACTOR certifies that it and any authorized subcontractors are not participating in a boycott of Israel. CONTRACTOR further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The VILLAGE and CONTRACTOR agree that the VILLAGE shall have the right to immediately terminate this Contract if CONTRACTOR, its authorized subcontractors or affiliates have been placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or has been placed on the Convicted Vendor List maintained by the State of Florida.

Remainder of page blank – signatures on next page

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

CONTRACTOR:

HAVERLAND AG INNOVATIONS, INC.

BY: _____

Print Name: _____

Title:_____

VILLAGE OF NORTH PALM BEACH

BY: _____
DAVID NORRIS
MAYOR

ATTEST:

BY:_____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

Haverland AG Innovations, Inc.
10670 Heritage Farms Road
Lake Worth, FL 33449
PH: 561-369-7994 Fax: 561-364-1118
dell@haveag.com

DATE: 4/03/23 **Bid PROPOSAL #: 2023-191AA**

JOB TITLE: Community Park Softball Infield- Clay to Turfgrass Conversions

SERVICES PERFORMED FOR –

Superintendent of Parks and Recreation | Village of North Palm Beach
Phone: (561) 904-2128
603 Anchorage Drive • North Palm Beach • 33408

.

SCOPE OF WORK

We intend to provide the following services at the above referenced facility as we as we understand the Owner's intent- no formal plans were available ……. Softball Clay to Turfgrass Conversions (3)
Included are the following exclusive items……

1. Clay Infield – Clay & Sod Removal, Grading, Hauling, Fill Dirt & Bermuda Sod:

- Layout- Our supervisor to layout the work area related to the scope of work.
- Remove existing clay from (3) softball infields (please note that warning tracks will not be needed for these three fields but warning track may be needed left for 4th infield- see items # 3)
- Haul sod & clay spoils off site to a suitable facility
- Prepare a 6" subgrade for import fill dirt
- Furnish and install 6" import clean fill dirt
- Compaction, laser grading & hand raking
- Furnish & install approximately 42,000 sf of Big Roll Bermuda Sod
- Roll sod after installation
- Fertilize new sod- 6-3-0 granular material
- Repair or replace turfgrass damaged during construction & roll entire field

…… Estimated Price total = $101,251.53

2. Irrigation modifications & Installations to water the new Turfgrass areas:

- Locate existing sprinkler heads & lines.
- Temporarily Cap off lines for the work area.
- Furnish & install two new valves, piping & sprinkler heads.
- Adjust sprinklers for proper coverage.
- (Please note that there is no new clock, wells, pumps, mainline or other work proposed.)

Irrigation modifications ……Estimated total $11,925.00

3. Warning Track- Clay & Sod Removal, Grading, Hauling, Fill Dirt & Bermuda Sod:

- Layout- Our supervisor to layout the work area related to the scope of work.
- Remove existing clay from (3) softball warning tracks (some warning track to be left for the 4th softball infield)
- Haul sod & clay spoils off site to a suitable facility
- Prepare a 4" subgrade for import fill dirt
- Furnish and install 4" import clean fill dirt
- Compaction, Laser Grading & hand raking
- Furnish & install approximately 5,600 sf of Bermuda Sod
- Roll sod after installation
- Fertilize new sod- 6-3-0 granular material
- Relocate irrigation heads for warning track turf coverage

…….… Estimated Price total = $20,605.64

BILLING & PAYMENT:

25 % deposit = Progress payments invoiced monthly Balances due within 10 days of invoicing.

- **Estimated LS price total - Items Above = $133,782.17**
  This is a lump sum price bid. Signed agreement, & purchase order required for delivery & scheduling. Quote good for 30 days. All payments due 30 days from date of invoice.

ALTERNATES- Not included in Base Bid Total. This is an alternate scope of work & pricing to be handled per change order

1. Additional Irrigation modifications- additions, sprinklers, clocks, main line, valves etc. that are not included but the work can be performed per our cost plus 18%.

2. Sand top dressing- Cost to be determined upon request

3. Install an 18" wide band of gravel along the fence lines where there is no warning track. $1,825.75additional

CONDITIONS/EXCEPTIONS PRICE DOES NOT INCLUDE:

a) Nematode testing, treatments or tissue testing of turf
b) One mobilization included
c) Topographic Survey
d) Material or Percolation testing.

e) Fencing or fencing repairs. The Village must provide access for construction equipment.
f) Parking lot or sidewalk repairs
g) Fumigation or soil sterilization.
h) Structural, electrical, plumbing, storm drainage, or utility work
i) Sod or sprigs except as specified
j) Engineering, plans, permits, or survey
k) Sand topdressing
l) Fill dirt hauled in or out except as stated
m) Athletic field equipment or bases, pitcher's rubbers, etc.

- Please note that Bermuda turfgrass requires full sun to thrive. Grass in the shade will thin out and not accept traffic like the turf in full sun.
- *Celebration Bermuda is not always available & another Bermuda hybrid may have to be substituted. If so cost will be discussed & CO to adjust pricing up or down as appropriate.

Signature: _____ **Date: _____**

Print Name & Title: _____ **PO Number: _____**

RESOLUTION 2019-51

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY STO LANDSCAPE SERVICES, INC. FOR ATHLETIC FIELD TURF MAINTENANCE SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT RELATING TO SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 21, 2019, the Village issued a Request for Proposals for Athletic Field Bermuda Turf Maintenance Services ("RFP"); and

WHEREAS, the Village received one proposal in response to the RFP; and

WHEREAS, Village Staff recommended accepting the proposal submitted by STO Landscape Services, Inc., the Village's current service provider, based on its cost-effectiveness (no price increase from 2017) and the company's record of past performance; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council accepts the proposal submitted by STO Landscape Services, Inc. to provide landscaping and grounds maintenance services at a total annual cost not to exceed $199,673.00, with funds expended from Account No. A7321-33491 (Streets & Grounds – Contractual Services). The Village Council further authorizes the Mayor and Village Clerk to execute a contract with STO Landscape Services, Inc. for the performance of such services, a copy of which is attached hereto and incorporated herein.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 27TH DAY OF JUNE, 2019.

(Village Seal)

Darryl Crusby
MAYOR

ATTEST:

Melissa Teal, MMC
VILLAGE CLERK

CONTRACT

This Contract is made as of the 27th day of JUNE, 2019, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and STO LANDSCAPE SERVICES, INC., a Florida corporation, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 27-0600946.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the CONTRACTOR shall provide to the VILLAGE all goods and services requested under the Request for Proposals for **Athletic Field Bermuda Turf Maintenance Services for the Village of North Palm Beach** ("RFP") and as further stated in CONTRACTOR's Proposal and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF THE CONTRACTOR

The CONTRACTOR shall provide all goods and services as stated in the Proposal Documents and the Scope of Work referenced therein, which are incorporated herein by reference, in accordance with the CONTRACTOR's Proposal to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the Work is provided.

ARTICLE 2. TERM/COMMENCEMENT DATE

This agreement shall become effective October 1, 2019 and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Article 8. This contract shall automatically renew for two (2) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days' written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

ARTICLE 3. VILLAGE'S REPRESENTATIVE

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be the Village Public Works Director.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT

A. Generally - The VILLAGE agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by the CONTRACTOR. CONTRACTOR'S Proposal is incorporated herein by reference. The total and cumulative amount of this contract shall not exceed the amount of funds budgeted for these services nor shall said fees exceed the amounts as set forth in the Proposal.

B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

ARTICLE 5. INDEMNIFICATION

A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. The CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in §768.28, Florida Statutes.

ARTICLE 6. PERSONNEL

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

B. All of the Work required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of the CONTRACTOR's personnel (and all sub-contractors) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

ARTICLE 7. INSURANCE

A. Prior to execution of this Contract by the VILLAGE the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the VILLAGE'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability, including Professional Liability Errors and Omissions insurance in the amount of $1,000,000.00 in aggregate to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall. In accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

E. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the VILLAGE OF NORTH PALM BEACH as an "**Additional Insured**".

ARTICLE 8. TERMINATION

This Contract may be cancelled by the CONTRACTOR upon thirty (30) days' prior written notice to the VILLAGE'S representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon thirty (30) days' prior written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the VILLAGE'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the CONTRACTOR shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9. SUCCESSORS AND ASSIGNS

The VILLAGE and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and the CONTRACTOR.

ARTICLE 10. GOVERNING LAW, VENUE AND REMEDIES

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

C. The VILLAGE and CONTRACTOR **knowingly, voluntarily and intentionally waive any right they may have to a trial by jury** with respect to any litigation arising out of or in connection with this Contract.

ARTICLE 11. EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the VILLAGE shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the VILLAGE'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP

A. The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the VILLAGE shall be that of an Independent Contractor and not as employees or agents of the VILLAGE.

B. The CONTRACTOR does not have the power or authority to bind the VILLAGE in any promise, agreement or representation other than as specifically provided for in this agreement.

ARTICLE 13. NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 14. ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 15. AUTHORITY TO CONDUCT BUSINESS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the VILLAGE'S representative upon request.

ARTICLE 16. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 17. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 18. MODIFICATIONS OF WORK

A. The VILLAGE reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the VILLAGE'S notification of a contemplated change, the CONTRACTOR shall, in writing, provide a detailed estimate for the increase or decrease in cost due to the contemplated change.

B. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the VILLAGE, provided, however, modifications to the Scope of Work based solely on the unit pricing set forth in the Proposal shall not require a formal amendment to this Contract and may be approved in writing by the Village Manager.

ARTICLE 19. NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, Florida 33408
Attention: Andrew Lukasik, Village Manager

and if sent to the CONTRACTOR shall be mailed to:

STO Landscape Services, Inc.
9818 U.S. Highway 441
Boynton Beach, Florida 33472
Attention: Keely Haverland, CFO

ARTICLE 20. ENTIRETY OF CONTRACTUAL AGREEMENT

The VILLAGE and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except in accordance with Article 18 (Modifications of Work).

ARTICLE 21. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect the VILLAGE'S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the CONTRACTOR shall provide any necessary materials to maintain such protection.

ARTICLE 22. WAIVER

Failure of the VILLAGE to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of VILLAGE'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 23. PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 24. MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

ARTICLE 25. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract incorporates the terms of the Request for Proposals issued by the VILLAGE and the Proposal Response submitted by CONTRACTOR, and CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that a conflict exists between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 26. DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the VILLAGE which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;

B. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

CONTRACTOR shall provide written notice to the VILLAGE of the occurrence of any event of default within ten (10) days of CONTRACTOR's receipt of notice of any such default.

ARTICLE 27. AUDITS

If applicable, the Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, United States Department of Energy 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 Agreement completion.

ARTICLE 28. LEGAL EFFECT

This Contract shall not become binding and effective until approved by the VILLAGE Council of the VILLAGE of North Palm Beach its designated representative.

ARTICLE 29. REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR represents that the person executing this Agreement has the power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 30. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof, may demand and obtain records and testimony from the CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of contractor or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

ARTICLE 31. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public requires required by the VILLAGE to perform the service.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.

4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

CONTRACTOR:
STO LANDSCAPE SERVICES, INC.

BY: _____

Print Name: Keely Haverland

Title: CFO

VILLAGE OF NORTH PALM BEACH

BY: _____
DARRYL AUBREY,
MAYOR

ATTEST:

BY: _____
MELISSA TEAL,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH
COUNTRY CLUB – GOLF OPERATIONS

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Beth Davis, Country Club General Manager
Allan Bowman, Head Golf Professional

DATE: April 13, 2023

SUBJECT: **RESOLUTION –** Approval of a proposal from BrightView Golf Maintenance, Inc. for capital projects at a total cost of $183,877.50, authorizing execution of a Contract and waiving the Village's purchasing policies and procedures

---

Village Staff is requesting Council consideration and approval of a Resolution accepting a proposal from BrightView Golf Maintenance, Inc. to complete summer capital projects at the Country Club golf course in the amount of $183,877.50 and authorizing execution of a Contract. This will require a waiver of the Village's purchasing policies and procedures.

Background / Project Scope:
The proposed capital projects include the following:

- Hole # 13 greenside drainage and re-grading / sodding of the area
  - addressing an elevation drainage issue that will allow for better playing conditions on the golf course
- Hole # 14 addition new tee (white tee)
  - addition of a tee that has been requested from the Golf Advisory Board and has been approved by the Nicklaus Design Group
- Hole # 5 addition of tee and # 7 plus enlargement of an existing tee
  - addresses wear and tear issues that occur due to increased rounds of golf
- Lesson Tee enlargement (location back of the driving range)
- Pond Bank Stabilization project for pond located between Holes # 10 and # 15
  - addresses erosion due to sand and wind

The above items would include stripping turf, importing a higher-grade soil and prepping and installing sod. These projects are estimated to cost $183,877.50. The total project budget is $200,000, including a contingency of $16,122.50.

Nicklaus/Vendor Support:
All of the design enhancements have been reviewed and approved by Chris Cochran of the Nicklaus Design Group. He has worked closely with the golf course superintendents and head golf professional to adjust the areas that are needed for the Golf Course's continued growth and improvement.

It is imperative the BrightView (approved by the Nicklaus Design Team) complete the work as they will be responsible for the daily maintenance of the project upon completion. Nicklaus Design has been impressed by the quality of work and attention to detail by BrightView on these projects. Continued support by Nicklaus Design is important because it allows the course to continue operating as a Nicklaus Signature Golf Course.

Account Information:

Fund	Department	Account Number	Account Description	Amount*
Country Club	Golf	L8045-66210	Construction & Major Renovation	$200,000

*Including contingency

The attached Resolution and Contract have been prepared and reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff recommends Council consideration and adoption of the attached Resolution accepting the proposal for summer capital projects from BrightView Golf Maintenance, Inc. in the amount of $183,877.50, with funds expended from Account No. L8045-66210 (Golf Course Maintenance - Construction & Major Renovation), waiving the Village's purchasing policies and procedures, and authorizing the Mayor and Village Clerk to execute the Contract in accordance with Village policies and procedures. Including contingency, the total project budget shall be $200,000.00.

RESOLUTION 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM BRIGHTVIEW GOLF MAINTENANCE, INC. FOR SUMMER CAPITAL PROJECTS AT THE NORTH PALM BEACH COUNTRY CLUB GOLF COURSE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; WAIVING THE VILLAGE'S PURCHASING POLICES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, BrightView Golf Maintenance, Inc. ("BrightView"), the Village's golf course maintenance contractor, provided a proposal for various summer capital projects, including regrading and resodding, the addition of new tees, and pond stabilization, and Village Staff recommended accepting the proposal submitted by BrightView; and

WHEREAS, the Village Council determines that adoption of this Resolution is in the best interests of the residents of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves and accepts the proposal from BrightView Golf Maintenance, Inc. for the purchase of materials and services necessary to complete various capital projects at the Country Club Golf Course at a total cost of $183,877.50, with funds expended from Account No. L8045-66210 (Golf Course Maintenance – Construction and Major Renovation). Including contingency, the total project budget shall be $200,000. The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein by reference.

Section 3. In approving this purchase, the Village Council hereby by waives all conflicting provisions of the Village's purchasing policies and procedures.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

CONTRACT

THIS CONTRACT is made as of the ____ day of _____, 2023 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and BRIGHTVIEW GOLF MAINTENANCE, INC. a Florida corporation, hereinafter referred to as CONTRACTOR, whose Federal I.D. No is 95-2999239.

WHEREAS, the VILLAGE is need of services and materials for various capital projects at the North Palm Beach Country Club Golf Course, including, but not limited to, regrading and resodding at Hole 13, addition of a new tee at Hole 14, addition of a new tee at Hole 5 and enlargement of an existing tee at Hole 7, and pond bank repair and stabilization between Holes 10 and 15; and

WHEREAS, CONTRACTOR is the current provider of Golf Course Maintenance Services, and CONTRACTOR has provided the VILLAGE with a cost proposal to perform the work; and

WHEREAS, the VILLAGE wishes to retain CONTRACTOR to perform the work outlined in its proposal, pursuant to the terms and conditions of this Contract, based on its familiarity with the Golf Course specifications and its maintenance responsibilities.

NOW, THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR.

CONTRACTOR shall perform the services highlighted in its Proposal for Summer Improvements dated February 14, 2023 attached hereto as Exhibit "A" and incorporated herein by reference ("Work"). CONTRACTOR shall perform the Work to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its vocation practicing in the same or similar locality at the time such services are performed.

ARTICLE 2. TERM OF CONTRACT.

The term of this Contract shall commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until CONTRACTOR completes all services within the scope of this Contract to the satisfaction of the VILLAGE, unless otherwise terminated in accordance with Article 8. CONTRACTOR shall complete the Work within ninety (90) calendar days after the issuance of the Notice to Proceed.

ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONTRACTOR in accordance with CONTRACTOR's Proposals in an amount not to exceed One Hundred and Eighty-Three Thousand Eight Hundred and Seventy-Seven Dollars and Fifty Cents ($183,877.50).

B. CONTRACTOR shall invoice the VILLAGE on a monthly basis based on the percentage of work performed. Invoices received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that the Work has been provided and

rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

C. Work undertaken or expenses incurred that exceeds an amount set forth in the Proposals without prior written authorization from the VILLAGE shall be the liability of the CONTRACTOR.

D. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

E. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all Work has been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of the Work.

ARTICLE 4. INSURANCE.

A. Prior to execution of this Contract by the VILLAGE, CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the VILLAGE'S representative. Compliance with the foregoing requirements shall not relieve CONTRACTOR of its liability and obligations under this Contract.

B. CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability insurance in the amount of $1,000,000.00 in aggregate to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.

C. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR.

D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall. in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

E. All insurance, other than Worker's Compensation, to be maintained by CONTRACTOR shall specifically include the VILLAGE OF NORTH PALM BEACH as an "**Additional Insured**".

ARTICLE 5. PERSONNEL.

A. CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

B. All of the Work required hereunder shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in performing the Work (including subcontractors) shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of CONTRACTOR's personnel (and all subcontractors) while on VILLAGE premises, will comply with all applicable requirements governing conduct, safety, and security, provided, however, that CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

ARTICLE 6. INDEMNIFICATION.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

ARTICLE 7. INDEPENDENT CONTRACTOR.

CONTRACTOR is, and shall be, in the performance of services pursuant to this Contract, an independent contractor and not an employee, agent or servant of the VILLAGE. All persons engaged in any services performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole discretion, supervision and control, and CONTRACTOR shall exercise sole control over the means and manner in which its employees, consultants and subcontractors perform such services.

ARTICLE 8. TERMINATION.

This Contract may be terminated by CONTRACTOR upon ten (10) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon ten (10) days' written notice to the CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid

for Work rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, CONTRACTOR shall:

A. Stop work on the date and to the extent specified;

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;

C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE; and

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9. SUCCESSORS AND ASSIGNS.

The VILLAGE and CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and CONTRACTOR.

ARTICLE 10. ACCESS AND AUDITS.

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

ARTICLE 11. ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 12. PROTECTION OF WORK AND PROPERTY.

A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the CONTRACTOR shall provide any necessary materials to maintain such protection.

B. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

ARTICLE 13. NOTICE.

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach
Attn: Village Manager
Village Hall
501 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the CONTRACTOR shall be mailed to:

BrightView Golf Maintenance, Inc.
24151 Ventura Boulevard
Calabasas, CA 91302
Attention: Greg Pieschala, President

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

ARTICLE 14. ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and CONTRACTOR agree that this Contract, including all documents referenced herein, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 15. TERMINOLOGY AND CAPTIONS.

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 16. PREPARATION.

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 17. MATERIALITY.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

ARTICLE 18. EXHIBITS AND CONTRACT DOCUMENTS.

All exhibits and other documents referred to in this Contract form an essential part of this Contract. The exhibits and other documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 19. LEGAL EFFECT.

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

ARTICLE 20. SURVIVABILITY.

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 21. WAIVER OF SUBROGATION.

CONTRACTOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 22. WARRANTY.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection, or as otherwise stated in the Proposals. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense.

ARTICLE 23. REPRESENTATIONS/BINDING AUTHORITY.

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 24. GOVERNING LAW, VENUE AND REMEDIES.

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

C. The VILLAGE and CONTRACTOR **knowingly, voluntarily and intentionally waive any right they may have to a trial by jury** with respect to any litigation arising out of or in connection with this Contract.

ARTICLE 25. FEDERAL AND STATE TAXES.

The VILLAGE is exempt from federal tax and state sales tax and use taxes. Upon request, the VILLAGE shall provide an exemption certificate to CONTRACTOR. CONTRACTOR is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall CONTRACTOR be authorized to use the VILLAGE's tax exemption number in securing such materials.

ARTICLE 26. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

ARTICLE 27. PUBLIC RECORDS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public requires required by the VILLAGE to perform the service.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.

4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

ARTICLE 28. E-VERIFY

CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

ARTICLE 29. CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL

As provided in section 287.135, Florida Statutes, CONTRACTOR certifies that it and any authorized subcontractors are not participating in a boycott of Israel. CONTRACTOR further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The VILLAGE and CONTRACTOR agree that the VILLAGE shall have the right to immediately terminate this Contract if CONTRACTOR, its authorized subcontractors or affiliates have been placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or has been placed on the Convicted Vendor List maintained by the State of Florida.

Remainder of page blank – signatures on next page

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

CONTRACTOR:

BRIGHTVIEW GOLF MAINTENANCE, INC.

BY: _____

Print Name: _____

Title:_____

VILLAGE OF NORTH PALM BEACH

BY: _____
DAVID NORRIS
MAYOR

ATTEST:

BY:_____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

BrightView Golf Improvements Proposal

To: Allan Bowman
Company: Village of North Palm Beach

Date: 2.14.23

Reference: Summer 2023 Improvements,

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
mobilization, fuel, project management	1	ea	$ 8,100.00	$ 8,100.00
#13 greenside drainage	100	lf	$ 52.35	$ 5,235.00
#5,7,14,PR tee-strip, grade, prep, sod	25,750	sf	$ 1.83	$ 47,122.50
#10 lake bank stabiliztion (includes dirt import and sod)	1,000	lf	$ 123.42	$ 123,420.00
			Total	$ 183,877.50

4993 S.W. MARTIN COMMONS WAY
PALM CITY, FL 34990
(772) 285-1871

VILLAGE OF NORTH PALM BEACH
OFFICE OF THE VILLAGE CLERK

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Jessica Green, Village Clerk

DATE: April 13, 2023

SUBJECT: **MOTION – PBC League of Cities Voting Delegate and Alternates**

The Village received a request from the Palm Beach County League of Cities, Inc. to officially designate a voting delegate and alternate(s) to vote on behalf of the Village at any League membership meeting or function. This designation would apply specifically to weighted voting items for the General Membership. Weighted voting is provided for in Article Four of the League By-Laws (attached) and is determined according to population. As currently drafted, the By-Laws provide the Village with two weighted votes.

Unless a weighted vote is requested and approved, the business of the League is conducted by a simple majority of the quorum, with each Municipal Member having one vote. The governing body of the Municipal Member may annually designate a voting delegate and alternates. The Village's voting delegate and alternates were last designated in 2022.

Through the adoption of Resolution 2016-07, the Council provided that subsequent appointments of a voting delegate and alternates may be accomplished by motion, rather than by resolution.

Recommendation:

Village Administration recommends Council appoint a voting delegate to the Palm Beach County League of Cities, Inc., and appoint all councilmembers not serving as the voting delegate to serve as alternate voting delegates.

Designation of Voting Delegate & Alternate(s) to the Palm Beach County League of Cities, Inc.

In accordance with Article Four of the Bylaws of the Palm Beach County League of Cities, Inc., as amended January 25, 2017, the governing body of (City, Town, or Village name):

_____

Took the official action and designated the following voting delegate and alternate(s) to vote on behalf of the above named municipality at any League of Cities general membership meeting, special general membership meeting and/or function of the general membership. This designation applies **ONLY** to weighting voting items for the General Membership.

Voting Delegate: _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Action taken this _____ day of_____, 2023

_____ *Mayor Signature*

Attest:

_____ *Clerk Signature* (SEAL)

www.palmbeachcountyleagueofcities.org | rradcliffe@pbcgov.org
Tel. 561-355-4484 · Fax 561-355-6545
P.O. Box 1989, Gov. Center, West Palm Beach, FL 33402
Office: Governmental Center, 301 North Olive Ave., West Palm Beach, FL 33401

To: Village Council of North Palm Beach

From: Marie Silvani, Chairman – NPB Audit Committee

Re: Annual Report Requirement – NPB Ordinance 06-2004, Section 4, Paragraph 4

Council Members:

This report is submitted in compliance with the subject ordinance.

Committee Members

Tom Andres, Ed Katz, Don Kazimer, Suzanne Mehregan, Dave Talley, and Marie Silvani (Chair)

Activity: The committee has held six meetings during the months of March, 2022 through March, 2023.

During the March 2022 committee meeting, the group was given a presentation by current Manager Andy Lukasik indicating the FY 2021 results produced a net income of roughly $2.2 million. Andy indicated that this surplus would normally go to the Unassigned Balance . However, the FY 2021 shows UAB with over $13 million. Andy presented a detailed capital expenditure program that would use this $2.2 million surplus. After much discussion, the committee made a motion and it passed unanimously to endorse the Manager's proposal and to move forward presenting the capital improvement expenditures to the Council for consideration.

We would like to extend our compliments to Mr. Terry Morton of Nowlen, Holt etal our Village Auditor who continues to provide excellent service. This year's Annual Comprehensive Financial Report was provided on time and represents an accurate analysis of the financial condition of the Village. We would also like to extend our compliments to Samia Janjua, Finance Director and her staff for again being awarded the Certificate of Achievement of Excellence in Financial Report award. The Village as received this award consecutively since 1988. The Village also was awarded the Distinguished Budget Presentation Award and has continued to receive this award annually since 2010.

During the April committee meeting we invited Scott Alexander of PFM Asset Management group located in Orlando, to give us a detailed analysis of the current economic conditions and how these conditions could impact the Village funds they management. As of December 31, 2022 the quarterly report shows a market value of $9,585,700 slightly underperforming for the year. These funds are primarily invested in bonds and were affected by the Federal Reserves rate increases. The good news is the bond portfolio duration (maturity) is 1.65 years and we should see better performance with more yield as they mature and are reinvested.

During the fall, our Chair, Tom Magill fell ill and passed away. Mr. Magill served the Village community for many years, he will be remembered and sorely missed. The newly appointed Village Manager, Chuck Huff called a committee meeting to appoint new officers. At the December meeting, Marie Silvani was elected Chair and Tom Andres as Vice Chair. It was noted at this meeting that we would request an additional committee member and agreed that we would rotate Chair and Vice Chair positions regularly among the committee.

With the January and March 2023 meetings, the committee began to prepare for the Village Audit that was to be conducted by Terry Morton and completed March 2nd. It was then presented to the Audit Committee on March 7th and the Village Council on March 17th. The report is extensive and available online to the public.

In conclusion, the Audit Committee would like to thank the Council and the Village Staff for the privilege of being able to serve and contribute to the financial stability of the Village.

FOR THE COMMITTEE

Marie Silvani, Chair

Copy Village Council
Audit Committee
Chuck Huff
Samia Janjua
Jessica Green

.