

**FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # 2A0038  
 Number Assigned by Purchasing Dept.



# CONTRACT REVIEW

BOARD MEETING DATE:  
9-7-2023  
 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED  
 Must Have Board Approval over \$100,000.00

Date Submitted: 8/15/2023

Name of Contract Initiator: Lance Addison Telephone #: 66852

School/Dept Submitting Contract: Operations Cost Center # 9023

Vendor Name: Clay County Board of County Commissioners

Contract Title: Amendment to Interlocal Agreement CR 315 Improvements

Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract # 230120

Contract Term: N/A Renewal Option(s):

Contract Cost: \$490,348.50

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # \_\_\_\_\_

Funding Source: Budget Line # \_\_\_\_\_

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

\_\_\_\_ Completed Contract Review Form

\_\_\_\_ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

\_\_\_\_ SIGNED Addendum A (if not an SBAO Template Contract)\*

\*This Statement MUST BE included in the body of the Contract:

*"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."*

\_\_\_\_ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

\_\_\_\_ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

\_\_\_\_ COVID-19 Waiver (If Applicable)

\_\_\_\_ Release and Hold Harmless (If Applicable)

RECEIVED  
 AUG 14 2023  
 PURCHASING

RECEIVED  
 8/16/23

**\*\*AREA BELOW FOR DISTRICT PERSONNEL ONLY \*\***

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
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Purchasing Department BFG Review Date 8/15/23	Interlocal Agreement
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School Board Attorney JTB Review Date 8/18/23	Amendment to
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Other Dept. as Necessary	
Review Date	

PENDING STATUS:  YES  NO IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR

FINAL STATUS  APPROVED DATE: 8-21-23

**Clay County Agreement/Contract No. 2022/2023-173 AM1**

**AMENDMENT TO INTERLOCAL AGREEMENT  
BETWEEN CLAY COUNTY, FLORIDA  
AND THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
Re: CR 315 Improvements Related to Spring Park Elementary**

This Amendment to the Interlocal Agreement (Amendment) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (Effective Date), by and between Clay County, a political subdivision of the State of Florida (the County), and the School Board of Clay County, a body corporate and political subdivision of the State of Florida (the School Board) regarding CR 315 improvements related to Spring Park Elementary.

**RECITALS**

**WHEREAS**, on April 11, 2023, the County and the School Board entered into an Interlocal Agreement identified as Clay County Agreement/Contract No. 2022/2023-173 and attached hereto as Exhibit 1 (Agreement), establishing the respective rights and obligations of the parties related to the roadway improvements to County Road 315 (CR 315) for the entrance to Spring Park Elementary School; and

**WHEREAS**, as contemplated in paragraph 4(c)(ii) of the Agreement, the County procured the labor, services, and materials necessary for the installation of traffic signalization and flashing beacons; and

**WHEREAS**, as further contemplated in paragraph 4(c)(ii) of the Agreement, “[t]he costs for traffic signalization and flashing beacons based on the County’s procurement of such labor, services, and materials” will be determined and the responsibility for such costs will be determined by amendment to the Agreement; and

**WHEREAS**, on July 19, 2023, the County entered into an Agreement for Design-Build of Signal Light at County Road 315 and Spring Park Elementary with Traffic Control Devices, LLC, identified as Clay County Agreement/Contract No. 2022/2023-247, a portion of which (Price Table—Attachment B and Work Order—Attachment C) is attached hereto as Exhibit 2 and which will also be included as Attachment C to the Agreement; and

**WHEREAS**, pursuant to paragraphs 4(c)(ii) and 13 of the Agreement, the Parties wish to amend the Agreement upon mutual written agreement.

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

1. Recitals. The recitals set forth hereinabove form an integral part of this Amendment. When construing this Amendment to the Agreement, the parties shall refer to the recitals to the extent necessary to give full effect to the intent of the parties as reflected in this Amendment; provided, however, that if the recitals and a substantive provision of this Amendment are in direct conflict and cannot be reconciled, then the substantive portion shall control.

2. School Board's Responsibilities. Paragraph 4(c)(ii) of the Agreement is hereby amended in its entirety as follows:

ii. The County retained Traffic Control Devices, LLC to design and build the signal light at County Road 315 and Spring Park Elementary at a cost of \$490,348.50 (*see* Price Table and Work Order attached hereto as Attachment C). This cost is determined to be the responsibility of the School Board.

3. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this Amendment are incorporated herein and shall remain in full force and effect.

4. The Parties to this Amendment agree that electronic signatures may be utilized by either or both Parties and that the digital signatures of the Party or Parties set forth below are intended to authenticate this Amendment and have the same force and effect as manual written signatures. Each person signing on behalf of the Parties to the Amendment represents and warrants that he/she has full authority to execute this Amendment on behalf of such Party and that the Amendment will constitute a legal and binding obligation of such Party.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment to the Interlocal Agreement.

**Clay County, a political subdivision of the  
State of Florida**

By: \_\_\_\_\_  
Betsy Condon  
Its Chairman

ATTEST:

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

**The School Board of Clay County, Florida**

By: \_\_\_\_\_  
Ashley Gilhousen  
Chairperson

ATTEST:

\_\_\_\_\_  
David Broskie  
Superintendent of Schools

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