City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Solid Waste Division
1031 Superior Street
Jacksonville, FL 32254
(904) 255-7500
www.coj.net

ONE CITY. ONE JACKSONVILLE.

TO: **Greg Pease, Chief, Procurement Division**

THRU: **John Pappas, P.E., Director, Department of Public Works**

FROM: **Jeffrey S. Foster, P.G., Solid Waste Environmental Engineering Manager**
Will Williams, Chief, Solid Waste Division

DATE: **August 13, 2019**

SUBJECT: **Revised Amendment No. 18 – Program Director for Contaminated Site Remediation**
Forest Street Classical School Sale Agreement Ordinance 2019-0138-E
City Contract No. 6398-18, RFP No. P-30-07

The Solid Waste Division respectfully requests a revision to Amendment #18 that was adopted by PSEC on June 13, 2019 where the statement contained in the first paragraph of the cover memorandum "The project and program end date will be until project completion (when the school site is finished estimated at 5 months)" was not incorporated into the amendment terms and conditions. Please rescind the PSEC approval of June 13, 2019, and restate it as follows:

Accordingly, the Solid Waste Division recommends that the contract, between the City and England-Thims and Miller, Inc. for Program Director for contaminated Site Remediation, is amended to (i) incorporate the Attached Scope of Services identified as Exhibit "II"; (ii) incorporating the attached Contract Fee Summary Form identified as Exhibit "JJ"; by increasing the amount for the tasks outlined in Item 3.B ASH REMEDIATION and Exhibit II by $341,485.26 and increase the maximum indebtedness to the City not-to-exceed total amount of $40,211,944.41; and, (iii) extending the project completion date to project completion. All other terms and conditions, as previously amended, shall remain the same. Nothing contained herein shall be amended, modified, or otherwise revised without prior approval from PSEC and the Mayor.

Sufficient funding is available in PWCP32EVP519 ERR002 01 069505. Please notify the Solid Waste Division when this item will be placed on the agenda so a representative of Solid Waste can attend.

CC: Nickii Brookins, SWD
Ann Brackin, DPW

ab

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ONE CITY. ONE JACKSONVILLE.

TO: **Greg Pease, Chief, Procurement Division**

THRU: **John Pappas, P.E., Director, Department of Public Works**

FROM: **Jeffrey S. Foster, P.G., Solid Waste Environmental Engineering Manager**
Will Williams, Chief, Solid Waste Division

06/10/19 11:12:18
Procurement Division

DATE: **June 3, 2019**

SUBJECT: **Amendment No. 18 – Program Director for Contaminated Site Remediation**
Forest Street Classical School Sale Agreement Ordinance 2019-0138-E
City Contract No. 6398-18, RFP No. P-30-07

As part of the continuing remediation activities under Project New Ground, ETM is currently working on the last portion of the engineering, quality control and program management for the current active remediation project for the City. The City recently entered into a sale agreement with the Vestcor Family Foundation, Inc. (VFFI) in Ordinance 2019-0138-E for the development of the Forest Street Park, the current ash remediation construction laydown area along McCoy's Creek Boulevard and the adjacent former school sites on the west boundary along Goodwin Street for the proposed Jacksonville Classical Academy School. In Item 3.B ASH REMEDIATION of the Sale Agreement, England, Thims & Miller, Inc. is listed in the agreement for the oversight, certification and payment for the ash remediation work to be conducted by (VFFI). Additional work tasks and fees will be needed to complete these tasks. Therefore, Amendment #18 is needed to complete the project. The project and program end date will be until project completion (when the school site is finished estimated at 5 months).

Accordingly, the Solid Waste Division recommends that the contract, between the City and England-Thims and Miller, Inc. for Program Director for contaminated Site Remediation, is amended to (i) incorporate the Attached Scope of Services identified as Exhibit "II"; and (ii) incorporating the attached Contract Fee Summary Form identified as Exhibit "JJ"; by increasing the amount for the tasks outlined in Item 3.B ASH REMEDIATION and Exhibit II by $341,485.26 and increase the maximum indebtedness to the City not-to-exceed total amount of $40,211,944.41. All other terms and conditions, as previously amended, shall remain the same. Nothing contained herein shall be amended, modified, or otherwise revised without prior approval from PSEC and the Mayor.

Sufficient funding is available in PWCP32EVP519 ERR002 01 069505. Please notify the Solid Waste Division when this item will be placed on the agenda so a representative of Solid Waste can attend.

CC: Nickii Brookins, SWD
Ann Brackin, DPW

ab

EXHIBIT "II"

SCOPE OF SERVICES

ASH SITE REMEDIATION

Forest Street Incinerator Site Remediation

EXHIBIT "II"
SCOPE OF SERVICES
ASH SITE REMEDIATION
Forest Street Incinerator Site Remediation

1.0 BACKGROUND

England, Thims & Miller, Inc. (ETM) has a Contract (Architectural/Engineering Services as Program Director for Contaminated Site Remediation) with the City of Jacksonville (the City) to serve as the City's Program Director for the remediation efforts associated with the four EPA-jurisdictional ash remediation sites within the City per the EPA Records of Decision (RODs). Via the Contact, ETM is shall provide the Construction Administration & Observation Services and Quality Assurance/Quality Control for the remediation of the proposed charter school redevelopment project to be located in the Forest Street Incinerator Ash Site.

The scope of this contract is to provide the following services for the former Forest Street Incinerator Site Remediation (RE 089549 0000) and the adjacent former school parcel (RE 089920 0000) (approx. 13.5 acres):

- Construction Administration & Observation and Quality Assurance/Quality Control
- Confirmation Sampling and Analyses
- Completion Report Services

ETM will be assisted by its Team subconsultants; Aerostar Environmental Services (Aerostar) (JSEB), and CSI (JSEB) in the day-to-day confirmation sampling and density testing activities for the site.

2.0 CONSTRUCTION ADMINISTRATION AND OBSERVATION (Task 1)

ETM will provide Construction Administration and Observation Services for the remediation of the former Forest Street Incinerator site and the former school parcel. These services shall include Pre-Construction Administration services with the City and remediation contractor in preparation for the remediation/construction as well as Construction Administration services during the remediation/construction to observe and document the remediation/construction.

ETM will be assisted by Team Subcontractors, Aerostar (JSEB) and CSI (JSEB) in confirmation sampling activities and density testing as well as TestAmerica for laboratory analyses.

Construction Administration Services are provided only during construction/remediation activities. The Construction Administration Services are detailed below and include confirmation sampling during construction as well as laboratory analysis and data validation for the confirmatory sampling.

This work will be provided on a Lump Sum basis assuming a 5-month schedule. If this schedule is exceeded, additional funds may be required.

2.1 GENERAL CONSTRUCTION ADMINISTRATION SERVICES

ETM will provide Construction Administration Services. This will include attending meetings throughout the duration of the site construction work. The project meetings shall include, but are not limited to, pre-construction meetings, weekly progress meetings, problem or work deficiency meetings and quality control meetings. In addition, Field Construction Inspectors shall attend the daily meetings conducted by the remediation contractor.

2.2 PRE-CONSTRUCTION ADMINISTRATION SERVICES

2.2.1 Operational Readiness Reviews

Prior to initiating construction and periodically thereafter, the remediation contractor must complete an operational readiness review. The purpose of an operational readiness review is to examine a checklist of construction activities to ensure that the materials and manpower required are in place to ensure a quick and efficient completion of the remediation. The checklist will include staging area readiness, truck availability, clean fill availability, and manpower availability. The construction will not be allowed begin until everything on the checklist is readily available. ETM will review the report with the objective of completing construction as rapidly as possible to minimize disruption the community and minimize delays.

2.2.2 Requests for Information and Change Order Requests

When information or direction is necessary, the remediation contractor shall submit requests for information (RFIs) in writing to ETM to document a specific problem, question, or concern. ETM will coordinate a written response with the City. The remediation contractor is also required for change order requests to submit in writing, along with an estimate of the cost of the change, any notice of change in the scope of work prior to initiating the change. ETM will coordinate a written response with the City.

2.3 CONSTRUCTION ADMINISTRATION SERVICES

2.3.1 Construction Observation

ETM will provide periodic Construction Observation services at the sites. ETM will provide a Lead Field Construction Inspector and a Field Construction Inspector when necessary for the site.

During the execution of the work, Construction Inspectors are responsible for maintaining a field activity summary which describes the work performed and quantities of contaminated materials removed. This documentation shall include photo documentation.

ETM will work closely with the remediation contractor to ensure that the remediation is conducted to proper grades and will review the contractor as-builts.

2.3.2 Sampling and Laboratory Analyses

ETM Team Subcontractor, Aerostar (JSEB) will provide independent soil sampling, including confirmation sampling and TCLP sampling of excavated soil stockpiles for the site. All laboratory analyses associated with the sampling efforts will be conducted by TestAmerica. This work will include independent data validation of TestAmerica's laboratory results. These critical sampling activities will remain independent of the remediation contractor conducting the actual remediation to ensure the integrity of the sampling efforts and avoid the appearance of conflict of interest of the remediation contractor. This work shall include the cost of XRF machine rental as required for confirmation sampling.

2.3.3 Density Testing

ETM Team Subcontractor, CSI (JSEB) will provide independent density testing of compacted soil backfill at the site. This work includes sampling and testing of the backfill material (modified proctor test) as well as the density testing to ensure that the backfill is placed in accordance with the project specifications. This critical testing activity will remain independent of the remediation contractor conducting the actual remediation to ensure the integrity of the sampling efforts and avoid the appearance of conflict of interest of the remediation contractor.

2.4 POST-CONSTRUCTION ADMINISTRATION SERVICES

2.4.1 Post-Construction Survey

After the site is remediated, the remediation contractor must perform a Post-Construction Survey with ETM, the City and the property owner. The remediation contractor must obtain the signature of the property owner that the work has been completed in accordance with the project specifications. ETM will attend each Post-Construction Survey and inspect any additional work required.

3.0 Completion Report Services (Task 2)

ETM will prepare Completion Reports for the proposed school site and the remaining City lands. These reports shall include the following:

- The Remediation Summary
- The Remediation Design
- The Construction and Photo Documentation
- The Contractor's Completion Report
- Post-Construction As-Built Plans (as provided by the remediation contractor)
- The Confirmation Sampling Plan (with Sampling Data) & Density Test Report
- The Institution Control Plan
- The Laboratory Report
- Truck Manifest Reports

The Completion Reports will be prepared for direct submittal to the EPA.

Task Fee Summary

Forest Street Incinerator Site

Task 1 - Construction Admin. & Observation - Lump Sum

Construction Admin. & Observation including density testing and expenses $189,487.28

TestAmerica Laboratory Analyses (confirmation samples and TCLP) $31,058.00

Aerostar Confirmation Sampling and Data Validation $68,035.00

Total Lump Sum $288,580.28

Task 2 – Completion Report - Lump Sum

Forest Street Incinerator Site

Completion Report for FS Incinerator Site $52,904.98

Total Lump Sum.. $52,904.98

Total Tasks 1 and 2.....$341,485.26

Fee Total (Tables 1, 2 and 3) $341,485.26

EXHIBIT "JJ"

CONTRACT FEE SUMMARY
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project Overall Program Director for Contaminated Site Remediation Forest Street Incinerator Site Remediation	**2. Proposal Number** P-30-07 (Amendment #18)
3. Name of Consultant England-Thims & Miller, Inc. Contract #6398-18	**4. Date of Proposal** 05/03/19

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rates		Estimated	Estimated	TOTAL
	Original	Reduced	Hours	Cost	
Principal	$ 74.52	$ 73.03	2	$ 146.06	
Program Director	$ 74.52	$ 73.03	88	$ 6,426.64	
Senior Engineer	$ 47.58	$ 46.63	480	$ 22,382.40	
GIS Administrator	$ 40.99	$ 40.17	0	$ 0.00	
GIS Programmer	$ 33.13	$ 32.47	130	$ 4,221.10	
Lead Construction Inspector	$ 33.59	$ 32.92	890	$ 29,298.80	
Construction Inspector	$ 27.39	$ 26.84	400	$ 10,736.00	
Cad Technician/GIS Analyst	$ 22.04	$ 21.60	160	$ 3,456.00	
Administrative	$ 21.73	$ 21.30	240	$ 5,112.00	
TOTAL DIRECT LABOR			2,390		$ 81,779.00
6. Overhead (Combined Fringe Benefit & Administrative)					
Overhead Rate			150 % x Total Direct Labor		$ 122,668.50
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)					$ 204,447.50
8. PROFIT: Labor Related Costs (Item 7)			x	10%	$ 20,444.76
TOTAL LABOR (Items 5, 6, 7 and 8)					$ 224,892.26

PART III - OTHER COSTS

9. Miscellaneous Direct Costs			
Expenses (Density Testing)	(Table 1)	$5,000.00	
Expenses (Vehicles, Mileage and Telephone)	(Table 1)	$10,500.00	
Completion Report Expenses (Reproduction, printing, shipping, deliveries, etc.)	(Table 1)	$2,000.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			$17,500.00
10. SUBCONTRACTS (Lump Sum)			
Test America Laboratory Analyses	(Table 3)	$31,058.00	
Aerostar Confirmation Sampling and Data Validation	(Table 2)	$68,035.00	
SUB-CONTRACT SUB-TOTAL			$99,093.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)			$ 341,485.26
11. Reimbursable Costs - Limiting Amount			
SUB-TOTAL REIMBURSABLES			$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)	**$ 341,485.26**
12. PRIOR CONTRACT AMOUNT (Through Amendment #17)	$39,870,459.15
AMENDED AMOUNT OF CONTRACT	**$40,211,944.41**

Table 1
Ash Site Remediation
Forest Street Incinerator Site

CONSULTANT: England-Thirns & Miller, Inc.
RFP NO.: P-30-07 (Amendment #18)
CONTRACT NO.: #6398-18

NAME OF PROJECT: Overall Program Director for Contaminated Site Remediation

	STAFF:	Program Director		Senior Engineer		GIS Programmer		Lead Construction Inspector		Construction Inspector		GIS Analyst / CAD Technician		Administrative Assistant		Expenses	TOTAL	
	RATE:	$73.03		$46.63		$32.47		$32.92		$26.84		$21.60		$21.30				
TASK	ACTIVITY	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST		MAN HOURS BY ACTIVITY	SALARY COST BY ACTIVITY
1d	**FS Incinerator Site (Per Month)**																	
	Construction Administration	8	$584.24	60	$2,797.80	10	$324.70	16	$526.72			22	$475.20	18	$383.40		134	$5,092.06
	Pre-Construction Submittal Review																	
	Attend Weekly Meetings																	
	Prepare Cadd Files and Conf. Sampling Plans																	
	Pay Request and Change Order Reviews																	
	Stockpile TCLP Reviews/Coordination																	
	As-Builts Review																	
	Construction Observation							158	$5,201.36	80	$2,147.20			10	$213.00		248	$7,561.56
	Density Testing															$1,000.00		$1,000.00
	Expenses (Vehicles, Mileage, Density and Telephone)															$2,100.00		$2,100.00
	Total Monthly Lump Sum Cost	8	$584.24	60	$2,797.80	10	$324.70	174	$5,728.08	80	$2,147.20	22	$475.20	28	$596.40	$3,100.00	382	$15,753.62
	Total Estimated Time to Complete - 5 Months																	
	Total Estimated Lump Sum Cost	40	$2,921.20	300	$13,989.00	50	$1,623.50	870	$28,640.40	400	$10,736.00	110	$2,376.00	140	$2,982.00	$15,500.00	1910	$78,768.10
1e	Aerostar Confirmation Sampling and Data Validation (assuming 4 months of confirmation sampling and administration @ $14,950 per month, XRF machine rental and $5,035 for data validation of 25 parcels)															$68,035.00		$68,035.00
1f	TestAmerica Laboratory Analyses (Laboratory analyses associated with the site plus 40,000 cubic yards of contaminated soil)															$31,058.00		$31,058.00
2b	Completion Reports for FS Incinerator Site & City Lands	48	$3,505.44	180	$8,393.40	80	$2,597.60	20	$658.40			50	$1,080.00	100	$2,130.00	$2,000.00	480	$20,510.90
	Prepare Completion Report Update																	
	Prepare Summary Reports																	
	Prepare Confirmation Sampling Plans																	
	Prepare Institution Control Plans																	
	Compile Individual Completion Reports																	
	Compile Laboratory Data																	
	Compile TCLP Data																	
	Compile Daily Reports																	
	EPA DART Preparation and Submittal																	
	TOTAL LUMP SUM COST	88	$6,426.64	480	$22,382.40	130	$4,221.10	890	$29,298.80	400	$10,736.00	160	$3,456.00	240	$5,112.00	$116,593.00	2390	$198,372.00

Total = (Unburdened Rate + 150% Overhead + 10% Profit) + Expenses = $341,485.26

Table 2
Confirmation Sampling and Data Validation
Forest Street Incinerator Site

Confirmation Sampling
(Aerostar Environmental Services, Inc.)

Forest Street Incinerator	$14,000.00 /Month *	X	4 Months	=	$56,000.00
XRF Machine Rental	$800.00 /Month *	X	4 Months	=	$3,200.00
Administration / Tracking/ Reporting	$950.00 /Month *	X	4 Months	=	$3,800.00
			Total Lump Sum Fee		**$63,000.00**

Parts 7A is based upon two samplers - 9 hours per day, with 2 vehicles and equipment
Forest Street Incinerator and Remnants 7A are based upon one sampler - 9 hours per day, with a vehicle and equipment

Data Validation for Laboratory Analytical Services
(Aerostar Environmental Services, Inc.)

Forest Street Incinerator	Samples			
Lead/Arsenic:	50	@ $20.00 per Sample	=	$1,000.00
PAHs:	25	@ $60.00 per Sample	=	$1,500.00
Dioxins:	13	@ $195.00 per Sample	=	$2,535.00
			Subtotal	$5,035.00

Total Lump Sum Fee for Confirmation Sampling and Data Validation **$68,035.00**

Table 3
ASH SITE REMEDIATION
LABORATORY ANALYSES
Forest Street Incinerator Site

CONFIRMATION SAMPLES

SITE	PARCELS	CONFIRMATION SAMPLES (estimate)	SAMPLES TO LABORATORY	LEAD/ARSENIC			OU-2 Metals			PAHs			DIOXINS			TOTAL LAB COST
				Number	Plus QC	COST	Number	Plus QC	COST	Number	Plus QC	COST	Number	Plus QC	COST	
Forest Street Incinerator	13 acres	2000	50	50	63	$1,984.50	N/A			25	32	$3,408.00	13	17	$9,545.50	$14,938.00

Confirmation Samples: Based upon design plans
QC: Add 25% to number of samples.
Samples to Laboratory: 2.5% of confirmation samples
PAHs: 50% of laboratory samples
Dioxins: 25% of laboratory samples

Lead/Arsenic:	$31.50
PAHs:	$106.50
Dioxins:	$561.50
OU-2 Metals	$61.50

TCLP STOCKPILE SAMPLES

SITE	CUBIC YARDS	NUMBER OF STOCKPILES	NUMBER OF TCLPs	COST PER ANALYSIS	TOTAL COST
Forest Street Incinerator	40,000	80	80	$201.50	$16,120.00

Each stockpile is 500 cubic yards

TOTAL LABORATORY COSTS

SITE	COST
Forest Street Incinerator	$31,058.00

Foster, Jeffrey

From: Pease, Gregory
Sent: Friday, May 03, 2019 10:24 AM
To: Foster, Jeffrey
Subject: RE: CCNA

I would agree with amending the ETM contract.

~~How long ago did the Geosyntec contract expire?~~

Gregory W. Pease
Chief of Procurement
Finance and Administration Department
Procurement Division
City of Jacksonville
214 N. Hogan St
Jacksonville, FL 32202
Ph. 904.255.8801
Fax 904.255.8838
CITY OF JACKSONVILLE

*** Please note that under Florida's very broad public records law, email communications to and from city officials are subject to public disclosure. ***

From: Foster, Jeffrey
Sent: Thursday, May 02, 2019 2:12 PM
To: Pease, Gregory
Subject: CCNA

Greg:

Based on our recent conversation, this most likely will apply to another project that I was planning on doing a single source that would fall under that provision also. ETM is written into the sale/escrow agreement with City and Vestcor that was recently passed by City Council where the City is selling several parcels to them for the construction of a school. The parcels are ash parcels and we are escrowing $1.5+ million for them to cleanup up the site, but we pay for the QA/QC oversight and ETM is written into the sale agreement that they have to review the work that was done and approve payments from the escrow account. In lieu of this, would you be adverse to doing one more amendment to their current contract for ash oversight?

* PG 2 of 3
ITEM 3.B

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made this 4 day of April, 2019, (the "Effective Date") between **THE VESTCOR FAMILY FOUNDATION, INC.**, a Florida not for profit corporation, whose address is 3030 Hartley Road, Suite 310, Jacksonville, Florida 32257 ("VFF"), and the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of Florida, whose address is 117 West Duval Street, Jacksonville, Florida 32202 ("COJ"). COJ's agent in all matters regarding this Agreement shall be the Real Estate Division of the City of Jacksonville's Department of Public Works. As used herein, the term "Party" shall mean the VFF or the COJ, as applicable and the terms "Parties" shall mean VFF and COJ. In consideration of the mutual promises set out below, the Parties agree as follows:

1. PROPERTY TO BE PURCHASED. COJ agrees to convey to VFF the real property owned by COJ located in Duval County, Florida, described and depicted in **Exhibit A** (the "Property"). The Property includes all improvements, easements, appurtenances and hereditaments pertaining to the land depicted on **Exhibit A**.

2A. PURCHASE PRICE. The total purchase price for the Property which VFF agrees to pay to COJ shall be One Million Four Hundred Twenty-Eight Thousand and 00/100 Dollars ($1,428,000.00) (the "Purchase Price"). VFF shall pay to COJ the Purchase Price either (a) in cash, cashier's check or wire transfer of immediately available funds (U.S. Dollars) or (b) such other method as is approved by COJ in writing. In the event payment is made by wire transfer pursuant to wiring instructions provided by COJ, sums shall be deemed paid by VFF when receipt of the wire transfer is acknowledged by a financial institution designated by COJ as the recipient and COJ's account is credited.

2.B. DEPOSIT. A non-interest bearing deposit of $400,000.00 payable to Driver, McAfee, Hawthorne & Diebenow, P.L.L.C. as escrow agent shall be deposited within 3 business days following the Effective Date. If VFF does not terminate this Agreement during the Inspection Period provided for below, then VFF shall deposit an additional $100,000.00 within 3 business days following expiration of the Inspection Period. The deposits required by this paragraph are collectively and singularly referred to as the "Deposit". The Deposit shall become non-refundable if VFF does not terminate this Agreement during the Inspection Period as provided in Section 2.C. below, except as otherwise expressly provided in this Agreement.

2.C. INSPECTION PERIOD. VFF shall have a period of 60 days following the Effective Date of this Agreement (the "Inspection Period") to complete all inspections and investigations it may choose to pursue of the Property, including but not limited to title, survey, environmental, building and zoning and land use restrictions, and such other investigations deemed prudent by VFF. VFF's entry onto the Property is subject to compliance with insurance requirements of the City's Risk

Management Division. VFF's intrusive testing of the Property shall be subject to the prior approval of COJ which approval shall not be unreasonably withheld, conditioned or delayed and if this Agreement is terminated for any reason, VFF shall restore the Property to its condition prior to any intrusive testing by VFF. During the Inspection Period COJ shall make available to VFF copies of all files, documents and any other items in its possession or control reasonably requested by VFF relating to the condition of the Property. If for any reason VFF is not satisfied with the results of any investigation, then within the Inspection Period VFF shall deliver to COJ written notice of cancellation cancelling this Agreement, and the Deposit shall be refunded to VFF and the Escrowed Funds, if any, shall be promptly returned to COJ. If terminated, VFF shall furnish COJ with a copy of all materials and information (including any engineering reports, studies, maps, site characterizations and zoning related materials) prepared by third parties for the VFF during the term of this Agreement relating to the potential use or the physical condition of the Property. COJ acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that VFF has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of any such information. If VFF elects not to cancel this Agreement within the Inspection Period, the Deposit shall become non-refundable and payable to COJ upon Closing or earlier termination of this Agreement, except under circumstances in which this Agreement expressly provides for delivery of the Deposit to VFF. COJ may, but is not obligated to do so, cure any objections raised by VFF as a result of VFF's investigations of the Property. If COJ undertakes to cure VFF 's objections but is unable to do so then VFF may elect, in its sole discretion, to proceed to closing subject to the matters to which it has objected that have not been cured or terminate this Agreement and receive a refund of the Deposit. VFF's failure to deliver a notice of cancellation to COJ within the Inspection Period shall constitute VFF's acceptance of the Property in its **AS-IS, WHERE-IS, WITH-ALL-FAULTS** condition as of the expiration of the Inspection Period, subject only to the provisions of paragraph 3.B. From and after the Effective Date, COJ, in its proprietary capacity and not in its regulatory capacity, will cooperate with the VFF in its pursuit of the re-zoning of the Property. VFF agrees and acknowledges that COJ's effort to facilitate re-zoning is undertaken in its proprietary capacity and not its regulatory capacity and that such undertaking is in not an obligation to achieve the re-zoning or an assurance of the outcome of the re-zoning.

3.A. ENVIRONMENTAL SITE ASSESSMENT.

VFF may, at its sole cost and expense, obtain an environmental site assessment of the Property. VFF shall be responsible for any wetland determination and flagging, surveying, reporting, drawings, etc., including any required off-site or on-site wetland mitigation.

3.B. ASH REMEDIATION. Within 30 days following the Effective Date, COJ shall escrow $1,540,777.00 (the "Escrowed Funds") with Driver, McAfee, Hawthorne & Diebenow, P.L.L.C. (the "Escrow Agent") pursuant to escrow instructions agreed to by the Escrow Agent and the Parties. The Escrowed Funds represents the estimated cost to remediate the Property in accordance with the EPA Consent Decree governing the Property. COJ is responsible for and will coordinate and pay the cost of the QA/ QC of remediation. VFF shall develop a remediation plan for the Property based on the VFF's development plan and shall submit the remediation plan to the COJ and the EPA for approval. VFF's remediation plan for the Property as approved

by COJ and EPA, including any further amendments to the approved plan as approved by COJ and EPA shall be referred to herein as the "Approved Remediation Plan". COJ shall cooperate and provide assistance during the preparation of the remediation plan. The remediation plan and the VFF's responsibilities to prepare the remediation plan shall meet the requirements of the EPA Consent Decree in the most cost-efficient manner possible. VFF shall complete the ash remediation of the Property in accordance with the Approved Remediation Plan within 24 months following the Closing. In the event that the ash remediation is not completed by VFF in accordance with the Approved Remediation Plan within 24 months following the Closing, COJ may by written notice to VFF, elect to take over and complete the ash remediation and shall have ownership, control and rights over the remaining Escrowed Funds for such purpose. VFF may draw from the escrow no more frequently than monthly to pay the costs of the ash remediation in accordance with the Approved Remediation Plan. VFF will draw on the escrow by making applications for payment from Escrow Agent consisting of (i) a written certification executed by VFF and COJ's engineer of record, England Thims & Miller, Inc., in the form attached hereto as **Exhibit "B"**, certifying to Escrow Agent the amount to be disbursed from the Escrow Funds (the "Engineer's Certification"); and (ii) written certification executed by VFF certifying to Escrow Agent and COJ that all contractors, subcontractors, laborers, materialmen and suppliers retained by VFF entitled to lien under Florida law for services and/or materials rendered in connection with the remediation work have been paid in full through the date of the applicable application of payment. The City's Real Estate Division Chief shall be provided copied on all certifications provided by VFF to Escrow Agent for payment. From and after 10 days after Escrow Agent's receipt of any such complete application for payment, Escrow Agent shall be irrevocably and unconditionally authorized to release to VFF the portion of the Escrow Funds referenced in the applicable Engineer's Certification. VFF is responsible for transportation and any characterization and manifesting of the soils. VFF will be responsible for the long-term maintenance of all institutional and engineering controls for remediation of the Property. COJ agrees to accept all ash-impacted soils from the Property. VFF shall use a COJ-approved ash contractor for remediation of the Property. If VFF elects to use another contractor, the VFF shall have the responsibility to have said contractor approved and certified by EPA and FDEP to the extent required to satisfy the EPA Consent Decree. VFF will cause its contractor to coordinate with COJ, at COJ's expense, on the remediation of property contiguous to the Property and not included in this Agreement. If this Agreement is terminated prior to Closing, Escrow Agent shall, upon the written request of COJ, return the Escrowed Funds to COJ. Additionally, all Escrowed Funds not expended for the required remediation of the Property shall revert back to the COJ within 90 days of completion of the remediation and approval of the completion report (submitted by COJ) by the EPA. In the event the Escrowed Funds are not sufficient for VFF to complete the ash remediation in accordance with the Approved Remediation Plan, VFF, at its sole cost and expense, shall be responsible to place additional funds in escrow with the Escrow Agent sufficient to pay the shortfall, including all costs and expenses necessary to complete the ash remediation of the Property in accordance with the Approved Remediation Plan.

4. SURVEY. VFF shall, at VFF's sole cost and expense, during the Inspection Period obtain a survey of the Property. VFF shall cause the survey to be certified to COJ and COJ shall have the right to approve the survey which approval will not be unreasonably withheld, conditioned or delayed.

5. TITLE INSURANCE. VFF shall, at its sole cost and expense, obtain a title insurance commitment for the full amount of the purchase price within 15 days following the Effective Date. At Closing, VFF, at its sole cost and expense, shall obtain an owner's title policy for the full amount of the purchase price.

6. DEFECTS IN TITLE. Within five (5) business days after receipt of the last to be received of the title insurance commitment and the survey for the Property, VFF shall provide written notice of any defect evidenced by the commitment or the survey (each, a "Title Defect") to COJ. Any failure by the VFF to provide such notice shall be deemed VFF's approval of the commitment and the survey. Within thirty (30) days after receipt of VFF's notice of defects in the commitment or the survey, the COJ shall provide written notice to the VFF of those Title Defects it elects to attempt to cure and COJ shall have until Closing to cure said Title Defects. Any failure of COJ to provide such notice shall be deemed its election to not cure any such Title Defects. If COJ (a) elects or is deemed to have elected not to cure any or all Title Defects or (b) fails to cure any Title Defects which such party has agreed to attempt to cure, VFF may in its sole discretion and as its sole remedy on account of such failure either (y) terminate this Agreement and receive return of any Deposit or (z) waive such Title Defects and consummate the Closing. If VFF elects under clause (z) above in accordance with the foregoing, then any Title Defect previously objected to by VFF which has not been cured shall become a permitted exception and title will be conveyed subject to such permitted exceptions.

7. INTERESTS CONVEYED. At Closing, COJ will execute and deliver to VFF a quitclaim deed for the Property subject to easements, reservations, restrictions and other interests of record that have been approved by VFF pursuant to Section 6. Except as expressly provided in this Agreement, VFF shall take title to the Property in its **AS-IS, WHERE-IS, AND WITH-ALL-FAULTS** condition, subject to the provisions of paragraph 3.B with regard to the Property. COJ shall convey the Property to VFF with a release of its right of entry to the phosphate, minerals, metals and petroleum interests reserved by Section 270.011, Florida Statutes.

8. PREPARATION OF CLOSING DOCUMENTS. Upon execution by VFF of this Agreement, VFF shall submit to COJ a properly completed and executed beneficial interest affidavit and disclosure statement as required by Section 286.23, Florida Statutes. VFF will prepare the documents required to close the transaction contemplated by this Agreement and such documents shall be subject to the approval by the COJ, such approval not to be unreasonably withheld, conditioned or delayed. At Closing, in addition to the deeds referenced in Sections 7 and 9, VFF agrees to execute such easements as are required by the City in a form reasonably acceptable to VFF and COJ, including (i) an easement in favor of JEA for construction, repair and maintenance of JEA utilities and facilities existing on the Property, and (ii) a stormwater drainage easement in favor of COJ for stormwater drainage of the future parking lot (up to 24 parking spaces) to be constructed by COJ ("Future COJ Parking Lot") on adjacent COJ owned property (the "Stormwater Drainage Easement"). The Future COJ Parking Lot, which final design may be altered and reconfigured by the COJ, is depicted on the site plan attached hereto as **Exhibit C** for information purposes only. The Stormwater Drainage Easement shall grant COJ all drainage easements and rights necessary for COJ to adhere to any St. Johns River Water Management District (SJRWMD) permit requirements applicable to drainage for the Future COJ Parking Lot.

The form and location of all easements in favor of JEA or COJ shall be agreed to by the Parties during the Inspection Period.

9. TRANFER OF ADDITIONAL PROPERTY; STORMWATER DRAINAGE. At Closing, VFF will transfer title to 257 Goodwin Street (RE# 089922-0000) to COJ by special warranty deed subject to easements, covenants, restrictions and other matters of record as of the date of this Agreement (the "Goodwin Property). VFF shall pay the documentary revenue stamp taxes and recording costs for the Goodwin Property. In addition, VFF, at its sole costs and expense, will include in its St. Johns River Water Management District permit approved by SJRWMD sufficient stormwater retention, stormwater treatment capacity and compensatory storage for drainage from the Future COJ Parking Lot.

10. EXPENSES. VFF will pay the documentary revenue stamp tax and all other taxes or costs associated with this transaction, except as otherwise specified in this Agreement. By way of example and not exclusion, VFF shall pay the cost of recording the deed required by paragraphs 7 and 9 of this Agreement and any other recordable instruments necessary to assure good and marketable title to the Property, title insurance, costs for surveys, zoning approvals and obtaining final permits and approvals, environmental inspections and remediation, subject to the ash remediation provisions of this Agreement, and all other costs related to any inspections of the Property. Each party shall be responsible for its own attorney fees and the costs of any other advisors.

11. PURPOSELY OMITTED.

12. CLOSING PLACE AND DATE. The closing shall be on the earlier of (i) the date which is thirty (30) days after VFF obtains final and non-appealable zoning and land use approvals on the Property acceptable to VFF in its sole discretion, or (ii) the date which is one year after the Effective Date (the "Closing"); provided, however, that in no event shall closing occur on a date that is earlier than thirty (30) days after expiration of the Inspection Period. If the Closing has not occurred on or before the date which is one year after the Effective Date, this Agreement will automatically terminate and the Deposit shall be returned to VFF and the Escrowed Funds shall be returned to COJ. Subject to the terms of this Agreement, COJ may elect an earlier Closing Date. The Closing shall occur at a mutually agreeable time and place. It shall be a condition to closing under this Agreement that: (i) the environmental condition of the Property shall not have changed after the Effective Date, (ii) the VFF shall have received a marked down title commitment or proforma policy at Closing in form consistent with this Agreement and clear of any Title Defects that are not permitted exceptions, and (iii) the Property shall have final and non-appealable zoning and land use approvals acceptable to VFF.

13. RISK OF LOSS AND CONDITION OF PARCELS. COJ assumes all risk of loss or damage to the Property prior to the date of Closing and agrees that the Property shall be transferred and conveyed to VFF in the same or essentially the same condition as of the Effective Date of this Agreement, ordinary wear and tear excepted. If between the date this Agreement is executed by the parties and the date of Closing the condition of the Property as it existed on the date this Agreement is altered by an act of God or other natural force beyond the control of the parties or the environmental condition of such parcel is altered in any adverse manner, other than pursuant to the

ash remediation provided for by this Agreement, the VFF may elect, at its sole option, to terminate this Agreement and receive a return of the Deposit and neither party shall have any further obligations under this Agreement.

The Property is encumbered by an historic designation that will require VFF to retain it and maintain it according to the requirements of the designation.

14. RIGHT TO ENTER AND POSSESSION. COJ agrees that from the date this Agreement is executed by the parties, officers, attorneys and duly authorized agents of VFF, upon reasonable notice and subject to providing required insurance, shall have at all times the right and privilege of entering the Property for all lawful purposes in connection with this Agreement. COJ shall deliver possession of the Property to VFF at Closing free of any unrecorded tenancies or rights of possession. COJ will prevent any liens from attaching (or will pay or bond off such liens) to the Property for work completed prior to Closing.

15. PURPOSELY OMITTED.

16. DEFAULT. If COJ breaches this Agreement, VFF may, as its sole remedy, after ten (10) days written notice and after affording COJ a reasonable opportunity to cure the breach (a) terminate this Agreement and be entitled to the immediate return of the Deposit, together with all interest earned thereon, if any, as its sole and exclusive remedy and relief, (b) enforce specific performance of this Agreement, as its sole and exclusive remedy and relief without reduction of the Purchase Price, or (c) waive such failure by COJ and close the purchase in accordance with this Agreement without reduction of the Purchase Price, notwithstanding such failure by COJ. In no event shall COJ be liable to VFF for any actual, punitive, speculative, consequential or other damages. If VFF breaches this Agreement, after ten (10) days written notice and after affording VFF a reasonable opportunity to cure the breach COJ shall be entitled to a return of any remaining Escrow Funds, restoration of the Property if no remediation has been done by VFF in accordance with the Approved Remediation Plan, and retain the portion of the Deposit then made together with all interest earned thereon as liquidated damages (and not as a penalty) as COJ's sole remedy and relief. COJ and VFF have made these provisions for liquidated damages as it would be difficult to calculate on the date hereof, the amount of actual damages for such breach and agree that these sums represent reasonable compensation to COJ for such breach.

17. BROKERS. Each party represents that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing. Each party shall be responsible for any claim for such fees arising from that party's actions or alleged actions.

18. RECORDING. This Agreement may not be recorded.

19. ASSIGNMENT. Except as expressly provided herein, this Agreement may not be assigned without the prior written consent of the other party. At Closing, VFF shall have the right to assign this Agreement to Jacksonville Classical Academy, Inc.

20. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

21. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in COJ's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

22. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

23. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the depiction contained in Exhibit "A" was prepared without the benefit of a current survey of the Property. The parties agree that the depiction in Exhibit "A" shall be revised to be the legal description in the survey contemplated in paragraph 4 of this Agreement, and such a revision of the legal description of the Property shall not require a written amendment to this Agreement. COJ's execution and delivery of the closing instruments containing the VFF's survey legal description and the VFF's acceptance of said instruments and of the VFF's final survey containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

24. WAIVER. Failure of COJ to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

25. AGREEMENT EFFECTIVE. Except as provided for in paragraph 23., this Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties.

26. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

27.A. NOTICE. Whenever a party desires or is required to give notice unto the other, it must be given by written notice via electronic mail, or delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

To VFF:

The Vestcor Family Foundation, Inc.
3030 Hartley Road, Suite 310
Jacksonville, Florida 32257

Attention: Ambassador John D. Rood
roodjd@vestcor.com

With a Copy to:

Richard W. Hawthorne
Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202
Rhawthorne@drivermcafee,com

To COJ:
Chief, Real Estate Division
Department of Public Works
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
ReneeH@coj.net

With a Copy to:

Corporation Secretary
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Jmccain@coj.net

27B. Timeliness. If the deadline or date of performance for any act under the provisions of this Agreement falls on a Saturday, Sunday, or City legal holiday the date shall be extended to the next business day.

28. SURVIVAL. The covenants and undertakings of the Parties set forth in this Agreement (other than indemnity obligations which shall survive closing without limitation) shall survive the Closing, the delivery and recording of the deeds described in paragraph 7 of this Agreement for a period of one year following the Closing except the parties' undertakings in Section 3B which shall survive for 24 months following the Closing.

COJ'S EXECUTION OF THIS INSTRUMENT IS SUBJECT TO APPROVAL BY THE JACKSONVILLE CITY COUNCIL. COJ'S DUTY TO PERFORM HEREUNDER IS CONTINGENT ON APPROVAL BY COJ OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE CITY OF JACKSONVILLE'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE JACKSONVILLE CITY COUNCIL FOR THE PURPOSE.

{signatures on following page}

VFF

VESTCOR FAMILY FOUNDATION, INC., a Florida corporation not for profit

Signed, sealed and delivered in our Presence as witnesses:

Debbie Younans
Print Name: Debbie Younans

Amy L. Callahan
Print Name: Amy L. Callahan

By: Jason O. Floyd, Vice President

COJ

Signed, sealed and delivered in our Presence as witnesses:

Alice W. Newman
Print Name: Alice W. Newman

Ivy Dwyer-Frazee
Print Name: Ivy Dwyer-Frazee

CITY OF JACKSONVILLE

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

Attested by:

James R. McCain
James R. McCain, Corporation Secretary

Form Approved:

Office of General Counsel

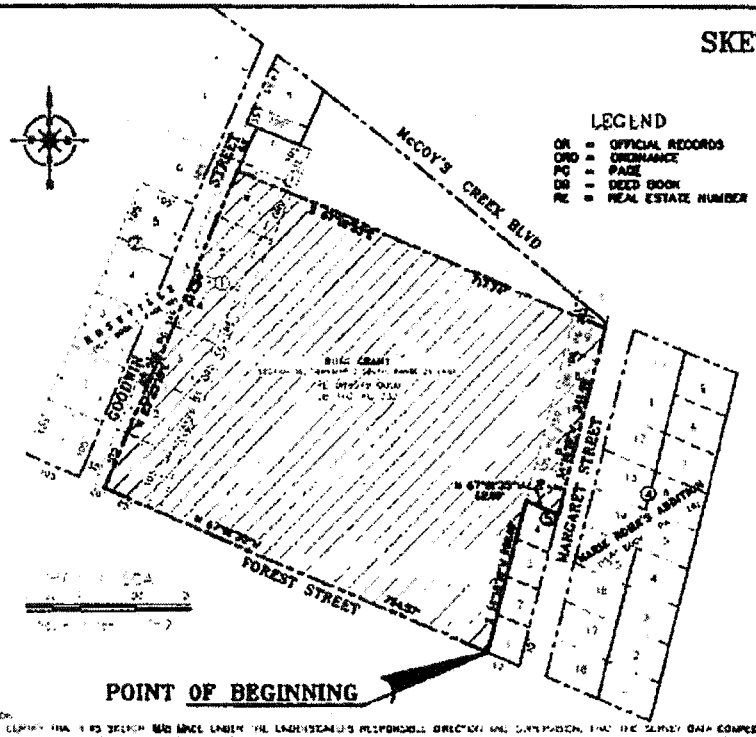
CITY OF JACKSONVILLE FLORIDA

EXHIBIT "A"
Legal Description and Sketch

A PORTION OF THE ROSS GRANT, SECTION 56, TOWNSHIP 2 SOUTH RANGE 26 EAST, DUVAL COUNTY FLORIDA; ALSO, A PORTION OF LOTS 1 THRU 6, AS SHOWN ON ROSEVILLE, AS RECORDED IN PLAT BOOK 1, PAGE 48; AND LOTS 5-8 AND A PORTION OF 9, AS SHOWN IN MARIE ROHR'S ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 128 ALL OF THE FORMER PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF FOREST STREET (A VARIABLE WIDTH RIGHT OF WAY), WITH THE SOUTHWEST CORNER OF LOT 1, BLOCK 5 OF SAID MARIE ROHR'S ADDITION; THENCE NORTH 67°01'35" WEST, 754.57 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF GOODWIN STREET (A 50 FOOT RIGHT OF WAY); THENCE NORTH 23°25' 10" EAST, ALONG LAST SAID EASTERLY LINE 614.34 FEET; THENCE SOUTH 67°01'35" EAST, 717.74 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF MARGARET STREET (A 50 FOOT RIGHT OF WAY); THENCE SOUTH 14°16'10" WEST, ALONG LAST SAID RIGHT OF WAY LINE 341.48 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF LOT 4 OF SAID BLOCK 5 OF AFORESAID MARIE ROHR'S ADDITION: THENCE NORTH 67°01'35" WEST, ALONG LAST SAID LINE 62.00 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID BLOCK 5; THENCE SOUTH 14°16'10" WEST, ALONG LAST SAID LINE, 280.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.42 ACRES MORE OR LESS

SKETCH AND LEGAL DESCRIPTION OF:



A PORTION OF THE ROSS GRANT, SECTION 56, TOWNSHIP 2 SOUTH RANGE 26 EAST, DUVAL COUNTY FLORIDA, ALSO A PORTION OF LOTS 1 THRU 5, AS SHOWN ON ROSEWILL, AS RECORDED IN PLAT BOOK 1 PAGE 48, AND LOTS 5-8 AND A PORTION OF 9, AS SHOWN IN MARIE ROHR'S ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 128 ALL OF THE FORMER PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF FOREST STREET (A VARIABLE WIDTH RIGHT OF WAY), WITH THE SOUTHWEST CORNER OF LOT 1, BLOCK 5 OF SAID MARIE ROHR'S ADDITION, THENCE NORTH 67°01'35" WEST, 154.57 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF GOODWIN STREET (A 50 FOOT RIGHT OF WAY), THENCE NORTH 21°25'10" EAST, ALONG LAST SAID EASTERLY LINE 614.34 FEET, THENCE SOUTH 67°01'35" EAST, 317.74 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF MARGARET STREET (A 50 FOOT RIGHT OF WAY), THENCE SOUTH 14°18'10" WEST, ALONG LAST SAID RIGHT OF WAY LINE 341.48 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF LOT 5 OF SAID BLOCK 5 OF AFORESAID MARIE ROHR'S ADDITION, THENCE NORTH 67°01'35" WEST, ALONG LAST SAID LINE 62.00 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID BLOCK 5, THENCE SOUTH 14°18'10" WEST, ALONG LAST SAID LINE, 280.00 FEE TO THE POINT OF BEGINNING

CONTAINING 10.425 ACRES MORE OR LESS

GENERAL NOTES

1. A BEARING OF N. 67°01'35"W ALONG THE NORTHERLY RIGHT OF WAY LINE OF FOREST STREET WAS ASSUMED.
2. REFERENCE:
   DEEDS OF CURRENT PUBLIC RECORDS.
   CORE CITY TOPO MAP PANEL H-3193
3. THIS IS NOT A FIELD SURVEY.
4. THIS SKETCH WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE, THEREFORE THERE MAYBE EASEMENTS OR COVENANTS, AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.

REVISIONS:
REVISED: 2-07-19, TO CHANGE BOUNDARY TO AGREE WITH LEGAL DESCRIPTION. DSW

CERTIFICATION:
THIS IS TO CERTIFY THAT I AS SUCH AND MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA (CHAPTER 61G17-6 OF F.A.C.)

CITY OF JACKSONVILLE, FLORIDA, DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
214 N. HOGAN STREET 10th FLOOR JACKSONVILLE, FLORIDA, 32202

FILE NO.	JOB NO.	DATE 7-26-18	SCALE 1"=200'

PROJECT PATH: J:\CAD\PROJECTS\

W. Monroe Hayes 2/4/19
W. MONROE HAYES, JR. FLORIDA REGISTRATION NUMBER 3398
10th FLOOR, 214 N. HOGAN STREET 32202 (904) 255-8765

LEGEND

SHEET NO. 2

EXHIBIT "B"

[A form of the written certification to be executed by England Thims & Miller and VFF]

ENGINEER'S CERTIFICATION

England Thims and Miller and the undersigned hereby certify that the amount to be released from escrow pursuant to that certain Purchase Agreement dated _____, 2019, by and between THE VESTCOR FAMILY FOUNDATION, INC and the CITY OF JACKSONVILLE, (the "Agreement") presented below is the appropriate payment for construction completed as to the remediation work contemplated by the Agreement.

Initial Escrow Fund for the remediation work:	$
Percentage of remediation work completed to date:	%
Current amount to be released from the Escrow Funds:	$
Previous amounts certified for release from the Escrow Funds:	$
Balance of Escrow Funds:	$

Certified by: _____ Date: _____
Engineer

_____ Date: _____
VFF (as defined in the Agreement)

EXHIBIT "C"

Site Plan Showing Future Parking Lot (for information only)

SCH391 FOREST STREET CLASSICAL
CD#
POST-DEVELOPMENT PLAN

Eisman & Russo