AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
MAY 1, 2018
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION
Invocation by Reverend Bernard Thompson of New Zion Missionary Baptist Church.

4. PROCLAMATIONS

4.1 **PROCLAMATION - 55TH ANNUAL ISLE OF EIGHT FLAGS SHRIMP FESTIVAL –** *Proclaims May 4, 2018, through May 6, 2018, as "The 55th Annual Isle of Eight Flags Shrimp Festival". Members of the Isle of Eight Flags Shrimp Festival Committee will be present to accept the Proclamation.*

4.2 **PROCLAMATION - "NATIONAL BIKE MONTH" -** *Proclaims the month of May, 2018, as "National Bike Month." Mr. Phil Scanlan, a member of the Amelia Island Trails Association, will be present to accept the Proclamation.*

4.3 **PROCLAMATION - "MENTAL HEALTH FIRST AID MONTH"** - *Recognizes May, 2018, as "Mental Health First Aid Month." Starting Point Behavioral Healthcare Community Liaison/Mental Health First Aid Instructor Ms. Katrina Robinson-Wheeler will be in attendance to accept the Proclamation.*

4.4 **PROCLAMATION - "SEA TURTLE NESTING SEASON"** - *Proclaims the months of May through October 2018, as "Sea Turtle Nesting Season." The City's Code Enforcement staff and representatives of the Amelia Island Sea Turtle Watch will be present to accept the Proclamation.*

5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA

6. CONSENT AGENDA

6.1 **AGREEMENT AMENDMENT – FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) -** RESOLUTION 2018-57 APPROVING THE AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Amendment to the Traffic Signal Maintenance and Compensation Agreement between the City of Fernandina Beach and FDOT.*

6.2 **DISPOSAL OF SURPLUS PROPERTY** - RESOLUTION 2018-58 DECLARING CERTAIN TITLED CITY PROPERTY SURPLUS; AUTHORIZING THE CITY MANAGER TO DISPOSE OF SAID PROPERTY IN A MANNER CONSISTENT WITH THE CITY'S POLICIES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Declares certain property as surplus, and authorizes the disposal of such.*

6.3 **AGREEMENT APPROVAL - NASSAU COUNTY SUPERVISOR OF ELECTIONS** - RESOLUTION 2018-59 APPROVING A MUNICIPAL ELECTION AGREEMENT FOR ELECTION SERVICES BY AND BETWEEN THE CITY OF FERNANDINA BEACH AND THE NASSAU COUNTY SUPERVISOR OF ELECTIONS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Municipal Election Agreement by and between the Nassau County Supervisor of Elections and the City of Fernandina Beach.*

6.4 **VOLUNTARY ANNEXATION AGREEMENT - TJ COURSON ROAD -** RESOLUTION 2018-60 APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.57 ACRES OF LAND LOCATED ON TJ COURSON ROAD; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the extension of water services to the property located on TJ Courson Road (PIN#00-00-30-0800-0015-0060). Also approves the Voluntary Annexation Petition*.

7. RESOLUTIONS

7.1 ***Quasi-judicial* - FINAL PLAT APPROVAL - ISLANDS CLUB REPLAT -** RESOLUTION 2018-42 APPROVING FINAL PLAT, PAB CASE 2018-02 TITLED "ISLANDS CLUB REPLAT"; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts and approves the plat titled "Islands Club" as a replat/final plat.*

7.2 **AGREEMENT AMENDMENT - THE ISLANDS CLUB AMELIA, LLC -** RESOLUTION 2018-43 AMENDING RESOLUTION 2010-136 AND THE AMENITIES AGREEMENT WITH THE ISLANDS CLUB AMELIA, LLC RELATING TO THE ISLANDS CLUB PUD SUBDIVISION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts and approves the amendments to the Islands Club subdivision amenities agreement.*

7.3 **AWARD OF BID #18-06 - LIVE OAK MANAGEMENT GROUP, LLC -** RESOLUTION 2018-61 AWARDING BID #18-06 TO LIVE OAK MANAGEMENT GROUP, LLC FOR CONSTRUCTION OF SPECIAL EVENT DRIVEWAYS FOR THE MUNICIPAL GOLF COURSE AND AIRPORT IN THE AMOUNT OF $80,360; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards ITB #18-06 to Live Oak Management Group, LLC in the amount of $80,360.*

7.4 **PROPOSAL APPROVAL - INSITUFORM TECHNOLOGIES, LLC** - RESOLUTION 2018-62 APPROVING A PROPOSAL FROM INSITUFORM TECHNOLOGIES, LLC IN AN AMOUNT NOT TO EXCEED $60,000 FOR THE REHABILITATION OF STORM SEWER LINES BY WAY OF A PIGGYBACK PURCHASE TO THE CONTRACT WITH THE CITY OF DAYTONA BEACH, FL; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the proposal from Insituform Technologies, LLC to perform storm sewer line rehab services in an amount not to exceed $60,000 as a piggyback agreement with the City of Daytona Beach.*

7.5 **HEADCOUNT INCREASE / BUDGET AMENDMENT - POLICE -** RESOLUTION 2018-63 APPROVING THE ADDITION OF TWO FULL-TIME POLICE OFFICER POSITIONS, INCREASING THE CITY'S FULL TIME HEADCOUNT TOTAL BY TWO; APPROVING A BUDGET AMENDMENT OF $50,000 FOR THE POLICE DEPARTMENT TO FUND SALARY AND BENEFITS, TRAINING AND EQUIPMENT FOR THESE TWO NEW POSITIONS; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves increasing the budgeted headcount by two full-time positions and a budget transfer of $50,000 to various accounts for related expenditures.*

7.6 ***Quasi-judicial* - PRELIMINARY PLAT APPROVAL - AMELIA BLUFF -** RESOLUTION 2018-64 APPROVING PRELIMINARY PLAT, PAB CASE 2018-08 TITLED "AMELIA BLUFF"; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts and approves the plat titled, "Amelia Bluff," as a preliminary plat creating thirty new detached single family home sites.*

7.7 ***Quasi-judicial* - FINAL PLAT APPROVAL - AMELIA PARK BLOCKS 2 AND 3 -** RESOLUTION 2018-65 APPROVING FINAL PLAT, PAB CASE 2018-10 TITLED "AMELIA PARK BLOCKS 2 AND 3"; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts and approves the plat titled, "Amelia Park Blocks 2 and 3," as a final plat creating ten new detached single family home sites.*

7.8 **AWARD OF RFQ #2018-05 - IMS INFRASTRUCTURE MANAGEMENT SERVICES -** RESOLUTION 2018-66 ACCEPTING THE RECOMMENDATION OF THE RFQ #2018-05 EVALUATION COMMITTEE TO ENTER INTO AN AGREEMENT BETWEEN IMS INFRASTRUCTURE MANAGEMENT SERVICES AND THE CITY OF FERNANDINA BEACH FOR THE EXAMINATION, ANALYZATION, AND PRIORITIZATION OF CITY ROAD NEEDS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICES CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards RFQ #2018-05 to IMS Infrastructure Management Services for Pavement Management Consulting Services.*

8. CITY COMMISSION DISCUSSION / DIRECTION

8.1 **CITY MANAGER GOAL REVIEW AND ASSESSMENT -** *This item is placed on the agenda at the request of Vice Mayor Kreger.*

9. CITY MANAGER REPORTS

10. CITY ATTORNEY REPORTS

11. CITY CLERK REPORTS

12. MAYOR/COMMISSIONER COMMENTS

13. ADJOURNMENT

- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A "REQUEST TO SPEAK" FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.

- THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.

- ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.

- THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.

- SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.

- FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.

- DISCUSSION – DIRECTION - ACTIONS ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER A MOTION AND VOTE IN ACCORDANCE WITH ROBERTS RULES OF ORDER, OR BY A CONSENSUS OF THE CITY COMMISSION.

- PURSUANT TO RESOLUTION 95-32, IF AN ITEM IS NOT ON THE AGENDA IT REQUIRES A FOUR-FIFTHS VOTE OF THE CITY COMMISSION DECLARING THE ITEM AN EMERGENCY BEFORE ACTION CAN BE TAKEN.

- *QUASI-JUDICIAL* - DENOTES THAT THE ITEM MUST BE CONDUCTED AS A QUASI-JUDICIAL HEARING IN ACCORDANCE WITH CITY COMMISSION ESTABLISHED PROCEDURE AND FLORIDA STATUTES. ANY PERSON WISHING TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, 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 MADE.

Persons with disabilities requiring accommodations in order to participate should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Proclamation
55th Annual Isle of Eight Flags Shrimp Festival

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation proclaiming May 4, 2018, through May 6, 2018, as "The 55th Annual Isle of Eight Flags Shrimp Festival".

Members of the Isle of Eight Flags Shrimp Festival Committee will be present to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 04/19/2018

Date: February 07, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

Proclamation

WHEREAS, the first Annual Isle of Eight Flags Shrimp Festival took place in 1964 as the Shrimp Boat Races for the promotion of tourism and to recognize the City of Fernandina Beach as the Birthplace of the Modern Shrimping Industry; and

WHEREAS, the humble origins of the Shrimp Festival were an annual spring shrimp boat race, during which the shrimpers' wives served shrimp dishes. Today, Shrimp Festival is Fernandina Beach's longest-standing and largest special event. The festival still embraces shrimp boats and great food, but these days locals and visitors alike enjoy many other festivities which include a parade, a pirate invasion, music, entertainment, fine art, crafts, antiques and much more; and

WHEREAS, over the last fifty years, the Isle of Eight Flags Shrimp Festival has grown into a nationally recognized festival that provides a financial impact in excess of $16,000,000 to the City of Fernandina Beach, Nassau County and surrounding areas; and

WHEREAS, this year commemorates the 55th Annual Isle of Eight Flags Shrimp Festival which will be celebrated May 4, 2018, through May 6, 2018, in the beautiful downtown historic district of Fernandina Beach on pristine Amelia Island, Florida; and

WHEREAS, the all-volunteer Shrimp Festival Committee partners with the City of Fernandina Beach, area businesses and approximately fifty local non-profit organizations to encourage community volunteerism while instilling a sense of pride through working together for the benefit of the Shrimp Festival; and

WHEREAS, the Fernandina Beach City Commission hereby extends its sincere appreciation and gratitude to the Isle of Eight Flags Shrimp Festival Committee for its dedication in keeping the time-honored traditions and reminders of the shrimping industry alive, and for introducing visitors to the gracious ambiance of downtown Fernandina Beach's historic district and the beauty of the Amelia River.

NOW, THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby proclaim May 4, 2018, through May 6, 2018, as the:

"55th ANNUAL ISLE OF EIGHT FLAGS SHRIMP FESTIVAL"

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 1st day of May, 2018.

CITY OF FERNANDINA BEACH

_____

John A. Miller
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Proclamation
"National Bike Month"

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation proclaiming the month of May, 2018, as "National Bike Month."

Mr. Phil Scanlan, a member of the Amelia Island Trails Association, will be present to accept the Proclamation and discuss future trail funding strategies with the City Commission.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 04/13/2018
Dale Martin, City Manager 04/19/2018

Kelly N. Gibson, AICP

Date: March 29, 2018

Submitted By: Kelly Gibson, AICP, Planning Manager

COMMISSION ACTION:

Proclamation

WHEREAS, for the last 62 years, the month of May has been designated as "National Bike Month" by National, state and local governments; and

WHEREAS, for more than a century, the bicycle has been an important part of the lives of most Americans; and

WHEREAS, today, millions of Americans engage in bicycling because it is a viable and environmentally-sound form of transportation, an excellent form of fitness and provides quality family recreation; and

WHEREAS, bicycle commuting is an effective means to improve air quality, reduce traffic congestion, and conserve energy; and

WHEREAS, the League of American Bicyclists and independent cyclists throughout our state are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries and fatalities for all; and

WHEREAS, the Friends of the Amelia Island Trails work tirelessly to maintain and improve trail systems for bicyclists, pedestrians, and runners island-wide with the primary objective of becoming the safest place in Florida for biking.

NOW, THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby proclaim the month of May, 2018, as:

"NATIONAL BIKE MONTH"

in Fernandina Beach and encourage citizens to recognize the importance of bicycle safety and be more aware of cyclists in our streets and highways.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 1st day of May, 2018.

CITY OF FERNANDINA BEACH

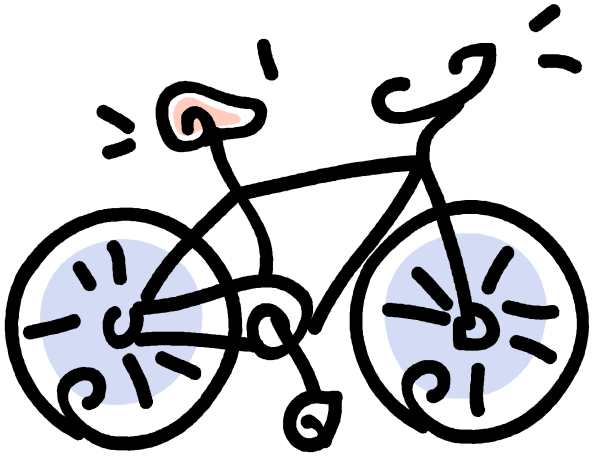
_____

John A. Miller
Mayor - Commissioner

HELP PEOPLE GET TO WORK WITH A DONATION OF $60 OR A USED ADULT BIKE

"Adult Bikes for Barnabas (ABB)"

ABB
Since April 2011 the ABB program has provided about 60 refurbished bikes per year to those seeking jobs.



60 for 60
ABB needs 60 used adult bike donations and 60 donations of $60/bike for refurbishment repair parts.

Purpose: To provide bikes for adults in our community who have jobs or are seeking jobs and have no transportation

Process: Used adult bikes and money are donated; the Cycling and Fitness Center (on 8th St.) repairs and refurbishes those bikes with *no charge* for labor; and Barnabas Center gives bikes to qualified clients. Surplus bikes donated to ABB may be sold at Barnabas "New to You" to help fund the ABB repair program. On average $60 refurbishes (with new lights and lock) one bike.

For more information: Phil Scanlan (904) 206-3334
For pickup of bike(s): Robert Prager (904) 206-9478

Bikes can also be dropped off at The Cycling and Fitness Center at 11 South 8th St., Fernandina Beach, FL 32034.

Send tax deductible donations for bike refurbishment to Barnabas Center, Inc., 1303 Jasmine Street, Suite 101, Fernandina Beach, FL 32034. Barnabas Center, Inc., is a 501c3 non-profit organization. Note on check that the donation is for Adult Bikes for Barnabas (ABB).

A partnership of The Barnabas Center, Inc., The Cycling and Fitness Center, and the Fernandina Branch of Unitarian Universalist Church of Jax.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Proclamation
"Mental Health First Aid Month"

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation recognizing May, 2018, as "Mental Health First Aid Month."

Starting Point Behavioral Healthcare Community Liaison/Mental Health First Aid Instructor Ms. Katrina Robinson-Wheeler will be in attendance to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 03/01/2018
Dale Martin, City Manager 04/19/2018

Caroline Best Date: February 27, 2018
Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, Mental Health First Aid was originally developed and implemented in Australia in 2001, under the prestigious auspices of the University of Melbourne. Today, Mental Health First Aid is taught and techniques are practiced on an international platform; and

WHEREAS, Mental Health First Aid was introduced to the United States in 2008. Since its U.S. launch, the program has certified over 12,000 instructors and more than one million people in all fifty states have received training; and

WHEREAS, Mental Health First Aid is an extremely effective public education program where participants learn about depression, anxiety, trauma, psychosis, eating disorders, substance use disorders and self-injury. In an effort to assist those who may be developing a problem or may be already in a crisis; Mental Health First Aid program participants also learn how to assess people's risk of harm or suicide, listen nonjudgmentally, give reassurance, and encourage the appropriate professional help; and

WHEREAS, numerous Mental Health First Aid program studies show participants significantly increase their understanding and knowledge of mental health issues and treatments. Participants can confidently and appropriately respond to an emerging problem or a crisis and connect more people with care. Mental Health First Aid also reduces the stigma often associated with mental health; and

WHEREAS, we must encourage all of our citizens to learn more about mental health and substance use disorders, implement early intervention measures, recognize warning signs, intervene to prevent suicide and other traumatic events, and guide those in need to appropriate treatment and other support services.

NOW, THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby proclaim the month of May, 2018, as

"MENTAL HEALTH FIRST AID MONTH"

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 1st day of May, 2018.

CITY OF FERNANDINA BEACH

_____

John A. Miller
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Proclamation
Sea Turtle Nesting Season May through October 2018

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation proclaiming the months of May through October as "Sea Turtle Nesting Season."

The City's Code Enforcement staff and representatives of the Amelia Island Sea Turtle Watch will be present to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 04/13/2018
Dale Martin, City Manager 04/19/2018

Kelly N. Gibson, AICP

Date: March 29, 2018

Submitted By: Kelly Gibson, AICP, Planning Manager

COMMISSION ACTION:

Proclamation

WHEREAS, the City's beach shoreline and coastal environment provide important habitats for a variety of bird species and sea turtles; and

WHEREAS, many of these bird species and all three species of sea turtles that nest in Fernandina Beach are listed as endangered or threatened species and are protected by state, federal laws, and international laws; and

WHEREAS, the Leatherback, Loggerhead, and the Green Sea turtles come to the City's beach shoreline each year to nest and lay their eggs during "turtle season" which runs from May 1 through October 31 each year; and

WHEREAS, outdoor artificial lighting is a common interference for newly hatched sea turtles who rely on the moonlight to guide them to the sea; and

WHEREAS, the City wishes to recognize the conservation efforts of the Amelia Island Sea Turtle Watch and Florida Public Utilities for their protection and preservation of beach wildlife; and

WHEREAS, the City of Fernandina Beach works every year during turtle nesting season to monitor lights on the beach and limit light interference with turtle nesting activities.

NOW, THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby proclaim May through October, as:

"SEA TURTLE NESTING SEASON"

in Fernandina Beach, Florida, and urge all citizens to become familiar with ways that we can continue to protect our sea turtles and shore birds.

IN WITNESS WHEREOF, I, John A. Miller, hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 1st day of May, 2018.

CITY OF FERNANDINA BEACH

_____

John A. Miller
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-57
Agreement Amendment - Florida Department of Transportation (FDOT)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-57

SYNOPSIS: For many years the City has entered into a Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation which allows the City to be reimbursed for maintaining traffic signals throughout the City. (Resolution 2015-85)

The Florida Department of Transportation provided an amendment to the agreement where compensation will be a lump sum payment for fiscal year 2018/2019 as detailed in Exhibit "A" of the Traffic Signal Maintenance and Compensation Agreement.

FISCAL IMPACT: Reimbursement funds will be deposited into Streets Signage Costs 0014100 54941.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend the City Commission adopt proposed Resolution 2018-57.

Rex Lester, Streets & Parks Maintenance Director	04/13/2018
Nicole Bednar, Administrative Services Manager	04/13/2018
Dale Martin, City Manager	04/16/2018
Patti Clifford, Comptroller	04/16/2018
Tammi E. Bach, City Attorney	04/20/2018
Katie Newton, Legal Assistant	04/20/2018

Submitted By: _____ Date: March 14, 2018
Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2018-57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to obtain reimbursement on an annual basis for maintenance of traffic signals and highway lighting on the state highway system located throughout the City of Fernandina Beach, Florida as offered by the Florida Department of Transportation (FDOT); and

WHEREAS, the City of Fernandina Beach, Florida, and the Florida Department of Transportation (FDOT) wish to amend the Traffic Signal Maintenance and Compensation Agreement which allows the City of Fernandina Beach, Florida, to be reimbursed by the Florida Department of Transportation in the amount shown in Exhibit "A" of said agreement; and

WHEREAS, reimbursement funds will be deposited into Streets Signage Costs 0014100 54941.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the Amendment to the Traffic Signal Maintenance and Compensation Agreement, attached hereto as Exhibit "A", between the City of Fernandina Beach and the Florida Department of Transportation (FDOT).

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the agreement upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 1st day of May, 2018.

CITY OF FERNANDINA BEACH

_____
John A. Miller
Mayor – Commissioner

ATTEST:

_____
Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:

_____
Tammi E. Bach
City Attorney

Resolution 2018-57

Exhibit A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARV53
FINANCIAL PROJECT NO. 41353218809
F.E.I.D. NO. F596000317017
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____ _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and Fernandina Beach, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on 6/23/15 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement"). (City Resolution 2015-85)

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

City of Fernandina Beach, Florida
(Maintaining Agency)

By
_____
(Authorized Signature)

Print/Type Name: Dale L. Martin

Title: City Manager

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By
_____
(Authorized Signature)

Print/Type Name: _Jerry Ausher_____

Title: ___District Traffic Operations Engineer____

Legal Review: _____

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A

Compensation for Maintaining Traffic Signals and Devices for FY 2019

Effective Date: from 07/01/2018 to 06/30/2019
CITY OF FERNANDINA BEACH

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR200, (A1A, ATLANTIC AVE.) at S. 14TH ST.	$3,307									$3,307
SR200, (A1A, ATLANTIC AVE.) at SR105/A1A N. FLETCHER AVE.	$3,307									$3,307
SR200, (A1A)/S. 8TH ST.) at LIME STREET		$4,752								$4,752
SR200, (A1A) at GUM ST.		$4,752								$4,752
SR200, (A1A) at BEECH ST.		$4,752								$4,752
SR200, (A1A/N. 8TH ST.) at SR200/A1A ATLANTIC AVE.		$4,752								$4,752

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A

Compensation for Maintaining Traffic Signals and Devices for FY 2019

Effective Date: from 07/01/2018 to 06/30/2019
CITY OF FERNANDINA BEACH

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR105/A1A at JASMINE ST.			$828							$828
SR200/A1A at CITRONA DR.				$662						$662
							Total Lump Sum Amount*			$27,112.00

* Amount paid shall be the Total Lump Sum*(minus any retainage or forfeiture).*

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $27,112.00

Maintaining Agency Date

District Traffic Operations Engineer Date

RESOLUTION 2015- 85

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to obtain reimbursement on an annual basis for maintenance of traffic signals and highway lighting on the state highway system located throughout the City of Fernandina Beach, Florida as offered by FDOT; and

WHEREAS, the City of Fernandina Beach and FDOT wish to enter into a Traffic Signal Maintenance and Compensation Agreement which allows the City to be reimbursed by FDOT in the amounts shown in Exhibit "A" and "B" of said agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the Traffic Signal Maintenance and Compensation Agreement, attached hereto as Exhibit "A", between the City of Fernandina Beach and the Florida Department of Transportation.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the agreement upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 2nd day of June, 2015.

CITY OF FERNANDINA BEACH

Edward E. Boner
Mayor – Commissioner

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:

Tammi E. Bach
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARV53
FINANCIAL PROJECT NO. 41353218809
F.E.I.D. NO. F596000317017

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this 23rd day of June, 2015 between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and CITY OF FERNANDINA BEACH, Florida, CITY OF FERNANDINA BEACH ("Maintaining Agency").

WITNESSETH:

A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.

B. The Maintaining Agency is authorized under Resolution 2015-85 to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	**Florida DOT**
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.

8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

   a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.

11. Payment will be made in accordance with Section 215.422, Florida Statutes.

12. There shall be no reimbursement for travel expenses under this Agreement.

13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any 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 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following

    a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.

    b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.

    c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.

    d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.

28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.

30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.

31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.

32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.

33. The Maintaining Agency shall:
    a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
    b. expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract 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 contract term.

34. Exhibits A, B, and C are attached and incorporated by reference.

35. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

CITY OF FERNANDINA BEACH, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: Joe Gerrity

Title: City Manager

Attest: Caroline Best, City Clerk

Attorney: _____ Date: _____

APPROVED AS TO FORM AND LEGALITY:
CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____ 6/23/15
(Authorized Signature)

Print/Type Name: Jerry Ausher, P.E.

Title: District Traffic Operations Engineer

Legal Review: Melissa A. Blackwell
7-8-15

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Exhibit A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2016

Effective Date: from 07/01/2015 to 06/30/2016

CITY OF FERNANDINA BEACH

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR200, (A1A)/S. 8TH ST.) at LIME STREET	$3,040	Yes						No	No	$3,040.00
SR200, (A1A) at GUM ST.	$3,040	Yes						No	No	$3,040.00
SR200, (A1A) at BEECH ST.	$3,040	Yes						No	No	$3,040.00
SR200, (A1A/N. 8TH ST.) at SR200/A1A ATLANTIC AVE.	$3,040	Yes						No	No	$3,040.00
SR200, (A1A, ATLANTIC AVE.) at S. 14TH ST.	$3,040	No						No	No	$3,040.00
SR200, (A1A, ATLANTIC AVE.) at SR105/A1A N. FLETCHER AVE.	$3,040	No						No	No	$3,040.00
SR105/A1A at JASMINE ST.		No	$760					No	No	$760.00

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Exhibit A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2016

Effective Date: from 07/01/2015 to 06/30/2016

CITY OF FERNANDINA BEACH

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
									Total Lump Sum Amount*	$19,000.00

* Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $19,000.00.

Maintaining Agency — Date: 5/5/15

District Traffic Operations Engineer — Date: 6/23/15

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be $3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be $4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.
Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)
2014-15*	$ 2,951		$738	$295	$738	$148	$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year . For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-58
Disposal of Surplus Property

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-58

SYNOPSIS:

Attached is a list of titled vehicle(s) and equipment (Exhibit "A") that are recommended for surplus.

The City's Purchasing Policies and Procedures Manual (approved by Resolution 2010-38) require that the City Commission declared titled vehicles and equipment as surplus prior to proceeding with disposal. These items will be auctioned off by competitive bid.

FISCAL IMPACT: Revenues from the sales of the surplus items will be attributed to the associated fund (General or specific Enterprise).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-58.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	04/13/2018
Dale Martin, City Manager	04/19/2018
Patti Clifford, Comptroller	04/20/2018
Tammi E. Bach, City Attorney	04/20/2018

Submitted By: _____ Date: April 04, 2018
Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2018-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, DECLARING CERTAIN TITLED CITY PROPERTY SURPLUS; AUTHORIZING THE CITY MANAGER TO DISPOSE OF SAID PROPERTY IN A MANNER CONSISTENT WITH THE CITY'S POLICIES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Purchasing Policies and Procedures Manual and Purchasing code was revised and approved by Resolution #2010-38 and provides detail for the disposal of City-owned property; and

WHEREAS, City staff has identified certain titled property to be declared surplus and disposed of using the best means and practices available; and

WHEREAS, Exhibit "A" provides a listing and detail of the property that staff is requesting to be declared as surplus.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby finds that the titled property contained in Exhibit "A", attached hereto and made a part of this Resolution, is hereby declared surplus and may be disposed in a manner consistent with the City's Policies and Procedures.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to the disposal of said property, upon the review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 1st day of May, 2018.

CITY OF FERNANDINA BEACH

_____
John A. Miller
Commissioner - Mayor

ATTEST:

_____
Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Tammi E. Bach
City Attorney

Resolution 2018-58
Exhibit "A"

UNIT NUMBER	VEHICLE I.D. NUMBER	YEAR	MAKE	MODEL
66	1FMCU93118KA09845	2007	FORD	ESCAPE
65	1FMFU16509EA97378	2009	FORD	EXPEDITION
46	1FAHP2L88DG108039	2012	FORD	TAURUS
49	1FAHP2L88DG108042	2012	FORD	TAURUS
56	1FAHP2L85DG206638	2013	FORD	TAURUS

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-59
Agreement Approval - Nassau County Supervisor of Elections

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-59

SYNOPSIS: This Resolution approves an agreement between the City and the Nassau County Supervisor of Elections (SOE) for the City of Fernandina Beach General Election on Tuesday, November 6, 2018, and if necessary, the Runoff Election on Tuesday, December 11, 2018.

This Agreement would also cover any Special or Recount Elections as necessary as well as the Post-Election Audit. This is an on-going agreement setting forth the terms and conditions under which services will be provided by the SOE to the City of Fernandina Beach for the City elections and sets forth the responsibilities of both parties so there is a clear understanding of the rights and responsibilities of both parties. No notable changes have been made to this agreement when compared to the last five years.

FISCAL IMPACT: The City will pay charges as billed by the Nassau County Supervisor of Elections for conducting the City General Election and the Runoff Election, if necessary.

Funding in the amount of $31,500 will be allocated in future budgets in the City Clerk's Office Elections Account, 0011200 54912.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-59.

Caroline Best, City Clerk	04/11/2018
Tammi E. Bach, City Attorney	04/16/2018
Dale Martin, City Manager	04/19/2018

Caroline Best

Submitted By: Caroline Best, City Clerk Date: April 11, 2018

COMMISSION ACTION: Adopt

RESOLUTION 2018-59

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A MUNICIPAL ELECTION AGREEMENT FOR ELECTION SERVICES BY AND BETWEEN THE CITY OF FERNANDINA BEACH AND THE NASSAU COUNTY SUPERVISOR OF ELECTIONS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the August 17, 2010, City Commission Regular Meeting, the City Commission approved Ordinance 2010-23 to submit to the City Electors a proposed amendment to Section 47 of the City Charter providing the authority and responsibility for Municipal Elections to be contracted with the Nassau County Supervisor of Elections (SOE); and

WHEREAS, the referendum to provide that the City Clerk may contract with the SOE to conduct municipal elections as determined by the City Commission from time to time was approved by referendum on November 2, 2010; and

WHEREAS, the attached Municipal Election Agreement with Exhibits "A" and "B" ("Agreement") set forth the terms, conditions, rights, roles and responsibilities under which services will be provided by the SOE to the City of Fernandina Beach for Municipal Elections; and

WHEREAS, the rights and responsibilities outlined in the Agreement shall apply to the City's General, Run-off, Special, and Recount Elections, as necessary, as well as the Post Election Audit; and

WHEREAS, as provided in Exhibit "B" to the Agreement, the public pre-election testing of the automatic tabulating equipment will be conducted at the SOE office; and

WHEREAS, as provided in Exhibit "B" to the Agreement, the City's Canvassing Board shall perform all duties (including on election nights) at the SOE office.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, that:

SECTION 1. The City Commission hereby approves the Municipal Election Agreement by and between the Nassau County Supervisor of Elections and the City of Fernandina Beach, attached hereto as Exhibit "1".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute said agreement, upon review and approval by the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon adoption.

ADOPTED this 1st day of May, 2018.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

_____
CAROLINE BEST
City Clerk

_____
TAMMI E. BACH
City Attorney

Resolution 2018-59
Exhibit "1"

MUNICIPAL ELECTION AGREEMENT FOR ELECTION SERVICES BY AND BETWEEN THE NASSAU COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF FERNANDINA BEACH

THIS AGREEMENT, is made and entered into this __1st___ day of __May___, 2018, by and between the Nassau County Supervisor of Elections, an elected constitutional officer (hereinafter "SOE"), and the City of Fernandina Beach (hereinafter "Municipality"), a municipal corporation, chartered and organized in accordance with the laws of the State of Florida.

WHEREAS, Chapters 97-106, Laws of Florida, constitutes the Florida Election Code, which applies to municipalities; and

WHEREAS, Section 100.3605, Florida Statutes, provides that the Florida Election Code shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision; and

WHEREAS, the Municipality has requested the assistance of the SOE in conducting the municipal elections and the SOE is agreeable to providing such election services; and

WHEREAS, the Municipality and the SOE want to work together to provide for municipal elections and to allocate responsibilities, costs, and terms between the parties to ensure that all applicable laws, rules, special acts, charters, and ordinances are followed.

IT IS HEREBY AGREED, in consideration of the mutual covenants and promises contained in this agreement, and for the mutual benefits of the parties, as follows:

1. PURPOSE

This Agreement sets forth the terms and conditions under which services shall be provided by the SOE to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, Special, and Recount elections, as necessary, as well as to the Post Election Audit, unless otherwise stated hereinafter.

2. SCOPE OF AGREEMENT

This Agreement concerns the conduct of all General Elections and, if necessary, Runoff Elections for the Municipality until such time this Agreement is terminated. The mutually agreed upon responsibilities for both parties for any municipal elections are set forth in Exhibits A and B, attached hereto and incorporated as if fully set forth herein. Timelines for the General and Runoff Elections shall be coordinated between the parties at least 90 days prior to each General Election.

3. EARLY VOTING

Municipality has determined that it ***shall not*** conduct early voting when the election is held solely for the Municipality. Early voting shall be conducted by SOE when the Municipality's election is held in conjunction with a countywide election.

4. FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY

If an election is held solely for the Municipality, Municipality shall be responsible for all costs associated with the conduct of election.

The Municipality shall pay the actual cost, as billed, for all municipal elections (including special elections, recounts, annexation elections, or mail ballot elections). These costs include election costs, as defined by Section 97.021, Florida Statutes, and include, but are not limited to: advertising; ballot preparation; printing of official ballots, including vote by mail and provisional ballots, that shall be used exclusively in the Municipality; ballot changes required by Municipality after initial printing; absentee ballot postage and materials; the need for extra ballot pages due to Municipality initiative when the election is included on a county election ballot; election board personnel; microfilm services; precinct registers; expenses incurred due to a required recount pursuant to Florida Statutes; providing defense of any legal challenge; and transportation. SOE shall invoice Municipality for all expenses related to the election incurred by the SOE office. The Municipality shall make payment within 45 days after the date of receipt of invoice in accordance with Sections 218.70 et seq., Florida Statutes, the Local Government Prompt Payment Act.

If a Municipal election coincides with a scheduled County election, the Municipality shall be responsible only for the additional costs caused by the Municipal election. These additional costs include, but are not limited to, actual costs of printing and handling of additional ballot pages if any Municipal ballot contest or measure results in the county's ballot extending an additional page(s) and actual cost of audio files for municipal races or questions.

Due to the nature of the election process, there shall be unexpected and otherwise not included actions that arise. In this instance, these actions are the sole financial and legal responsibility of the Municipality.

5. NOTICES

All formal notices affecting the provisions of this Agreement may be delivered in person or sent by facsimile, registered mail, or a recognized overnight courier, to the individual(s) designated below.

For the SOE:
Vicki P. Cannon
Nassau County Supervisor of Elections
96135 Nassau Place, Suite 3
Yulee, Florida 32097

For the Municipality:
Caroline Best, City Clerk
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

6. RECIPROCAL INDEMNIFICATION PROVISION

Each party agrees to indemnify and hold harmless the other party, its agents, officials, volunteers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, attorneys' fees, and expenses which may accrue against the other party as a consequence of the intentional or negligent acts of its agents, officials, volunteers, or employees. Provided, however, nothing contained in this paragraph shall constitute a waiver of sovereign immunity or of the limitations on liability provided to either party under the Constitution or Laws of the State of Florida. In the event of any threatened or impending action that may give rise to a claim under the terms of this paragraph or suit or other proceedings, the party seeking indemnification for such claim must

promptly give notice to the other party in writing by certified mail. The indemnity provided herein shall not apply to any settlement agreement entered into by one party without the consent of the other party. The terms of this paragraph shall survive the termination of this agreement.

7. RECORDS

Any Municipality election records in the possession of SOE shall be retained and destroyed in accordance with the State of Florida records retention schedules.

8. SEVERABILITY

If any clause, section, or provision of this Agreement shall be declared unconstitutional, invalid or unenforceable for any cause or reason, the remaining portions of this Agreement shall remain in full force and effect.

9. MISCELLANEOUS

SOE reserves the right to subcontract any and all of the work to be performed under this Agreement; provided, however, SOE shall not be relieved of any of its obligations hereunder.

Any legal costs arising out of an election contest pursuant to Florida law shall be paid by the Municipality.

Municipality, when applicable, agrees that when storing the voting equipment during the County early voting periods provided by the SOE, the voting equipment shall remain in one place and shall not be moved or stored in a secure alternative place.

Municipality understands and agrees that it is the sole responsibility of the Municipality to reserve space and secure the Atlantic Recreation Center and MLK Recreation Center auditoriums as polling places for election activities to include the Saturday prior to Election Day, and all days thereafter, through the Wednesday after Election Day for all municipal general elections, municipal runoff elections, and county elections.

Municipality further agrees that in reciprocal cooperation for SOE assisting in conducting municipal elections, in even numbered years, the Atlantic Recreation Center auditorium shall be reserved for exclusive use by the SOE for early voting activities during countywide elections and both the Atlantic Recreation Center and MLK Recreation Center auditoriums shall be reserved for exclusive use by SOE for election day activities during countywide elections.

The rights and obligations of the parties as set forth in this Agreement and Exhibits may be altered only by a written amendment or modification executed by an authorized representative of both parties referencing this Agreement and expressly stating the intention to modify such rights and obligations. Such amendments must be made no later than 120 days prior to a scheduled General Election.

Either party may terminate this agreement at any time for any reason by providing ninety (90) days written notice to the other party.

This Agreement supersedes all prior proposals, communications, and agreements, both oral and written.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year written below.

SUPERVISOR OF ELECTIONS
Nassau County, Florida

By:_____

Vicki P. Cannon
Supervisor of Elections
Date:_____

CITY MANAGER
City of Fernandina Beach, Florida

By: _____

Dale L. Martin
City Manager
Date:_____

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

EXHIBIT A

MUNICIPAL ELECTION ON A COUNTY ELECTION

A. SOE RESPONSIBILITIES

1. SOE shall survey, contract, and reimburse all polling places. The SOE shall provide insurance coverage for polling places and poll workers at all relevant times through the Nassau County risk management policies.
3. SOE shall determine, schedule, and train the eligible election workers. SOE shall employ and compensate election workers directly and shall provide liability and workers' compensation.
4. SOE shall approve and schedule poll watchers pursuant to Section 101.131, Florida Statutes.
5. SOE shall provide all advertising for countywide elections as required by Florida law and Florida Administrative Code, with the exception of advertisements outlined in Item B.2., below.
6. SOE shall conduct early voting.
7. Results collected from precincts, vote by mail voting, early voting and provisional ballots shall be compiled by SOE and provided to the Municipality as they become available.
8. SOE shall provide Municipality with its portion of the ballot layout for review. Municipality approval is required within twenty-four (24) hours of receipt.
9. SOE shall provide access to the SOE's website page for candidate finance reporting.
10. SOE shall be responsible for verifying the information as designated on the SOE's Municipal Candidate Petition Verification Requirements form completed by Municipality.
11. SOE shall provide state certified voting equipment for tabulation of all ballots. Delivery of voting equipment shall follow SOE normal delivery routes and times. All election-related supplies shall be delivered by SOE in accordance with the SOE's customary practices.
12. SOE shall conduct the public pre-election test of the automatic tabulating equipment at the SOE office, Canvassing Board Room/Conference Room A, located at 96135 Nassau Place, Yulee, Florida, 32097.
13. SOE shall be responsible for all statutorily required duties pertaining to post election voting system audit. The audit shall be conducted at the SOE office, Canvassing Board Room/Conference Room A, located at 96135 Nassau Place, Yulee, Florida, 32097.
14. SOE shall be responsible for security procedures required to conduct the election. SOE shall develop, maintain, and submit Minimum Security Procedures for Voting Systems to the Florida Department of State, Division of Elections pursuant to Section 101.015(4), Florida Statutes, and Rule 1S-2.015 Minimum Security Procedures for Voting Systems, F.A.C.
15. The Canvassing Board for Nassau County shall perform all duties pursuant to Florida law at the SOE office, Canvassing Board Room/Conference Room A, located at 96135 Nassau Place, Yulee, Florida, 32097.
16. SOE shall conduct all vote by mail ballot duties pursuant to state law for Municipality for all elections.

B. MUNICIPALITY RESPONSIBLITIES

1. Municipality shall certify its political boundaries are accurate and current on the maps and that the street index provided by the SOE contains all street addresses located within its political boundaries to ensure eligibility of its voters.
2. Municipality is responsible for all advertising required by city charter or other local requirement, such as candidate qualifying, charter amendments, referenda, straw ballots, etc., that is outside of the advertising required by Florida law and Florida Administrative Code for countywide elections.
3. Municipality shall be responsible for all statutorily required notifications to candidates of election related activities.
4. Municipality shall be responsible for all statutorily required duties pertaining to qualifying of municipal candidates and Chapter 106, Campaign Financing. Such qualifying shall end on or before the date of the countywide Primary Election preceding the General Election.

5. Any candidate oaths of qualified candidates, pronunciation guides and amendment wording must be received in both hard copy and electronic format by SOE immediately after the close of qualifying for ballot preparation. Municipality must review and approve its portion of the ballot layout within twenty-four (24) hours of receipt of same from SOE.

EXHIBIT B

MUNICIPAL ELECTION NOT ON A COUNTY ELECTION

A. SOE RESPONSIBILITIES

1. SOE shall identify designated polling places for City of Fernandina Beach voters to ensure uniformity in the conduct of elections and shall be responsible for reserving designated polling places **not owned by the Municipality.**
2. SOE shall determine eligible election workers, schedule, and train the election workers.
3. SOE shall approve and schedule poll watchers pursuant to Section 101.131, Florida Statutes.
4. SOE shall provide Municipality with the ballot layout for review. Any candidate oaths of qualified candidates, pronunciation guides and amendment wording must be received in both hard copy and electronic format by SOE immediately after the close of qualifying for ballot preparation. Municipality approval is required within twenty-four (24) hours of receipt of the ballot layout.
5. SOE shall compile results collected from precincts, vote by mail voting, and provisional ballots, and provide the same to the Municipality as they become available.
6. SOE shall conduct the public pre-election test of the automatic tabulating equipment pursuant to Section 101.5612, Florida Statutes. This testing shall be conducted at the SOE office, Canvassing Board Room/Conference Room A, located at 96135 Nassau Place, Yulee, Florida, 32097.
7. SOE shall provide access to the SOE's website page for candidate finance reporting.
8. SOE shall be responsible for verifying the information as designated on the SOE's Municipal Candidate Petition Verification Requirements form completed by Municipality.
9. SOE shall develop security procedures for municipal election activities directly involving the SOE office for review and approval by the Municipality, or, if this action is not needed, the SOE's current security procedures shall be followed.
10. SOE shall provide state certified voting equipment for tabulation of all ballots. In the event that SOE state certified voting equipment is not available for use in a municipal election due to restrictions pursuant to a federally funded grant agreement, Municipality shall be responsible for rental/lease of same. Delivery of voting equipment shall follow SOE normal delivery routes and times. All election-related supplies shall be delivered by SOE in accordance with the SOE's customary practices.
11. SOE shall conduct all vote by mail ballot duties pursuant to state law for Municipality for all elections.
12. SOE shall prepare sample ballots for display in the polling places, but shall not be responsible for providing same for a mail out.

B. MUNICIPALITY RESPONSIBILITIES

1. The Municipality is responsible for reserving the use of municipal owned polling place facilities and shall provide insurance coverage for **all** polling places utilized for municipal elections not on a county ballot. Should there be an expense for a facility not owned by the Municipality, the Municipality shall be responsible for any charges relating to municipal elections.
2. Municipality shall employ and compensate election workers directly and shall provide liability and workers' compensation coverage.
3. Municipality shall deliver keys to the SOE for opening and closing of polling places prior to election worker training.
4. Municipality shall certify its political boundaries are accurate and current on the maps and that the street index provided by the SOE contains all street addresses located within its political boundaries to ensure eligibility of its voters.

5. Municipality is responsible for all advertising required by Florida Law, city charter, or other local requirement. At a minimum, the Municipality shall be responsible for placing the legal advertisement in a newspaper of general circulation as required by law, with regard to the public pre-election test of the automatic tabulating equipment, the canvass of the vote by mail ballots, and the post-election certification voting system audit. SOE shall only advertise for book closing dates and bill Municipality for actual costs.
6. Municipality shall be responsible for all statutorily required notifications to candidates of election related activities.
7. Municipality shall be responsible for all statutorily required duties pertaining to qualifying of municipal candidates and Chapter 106, Laws of Florida.
8. The Municipality's Canvassing Board shall perform all duties pursuant to Florida law at the SOE office, Canvassing Board Room/Conference Room A, located at 96135 Nassau Place, Yulee, Florida, 32097.
9. Municipality shall be responsible for all statutorily required duties pursuant to Section 101.591, Florida Statutes, and Rule 1S-5.026 *Post-Election Certification Voting System Audit*, F.A.C. The audit shall be conducted at the SOE office, Canvassing Board Room/Conference Room A, located at 96135 Nassau Place, Yulee, Florida, 32097.
10. Unless Municipality wishes to develop its own Security Procedures, the SOE Security Procedures shall be adopted by the Municipality.
11. Any candidate oaths of qualified candidates and amendment wording must be received in electronic format by SOE immediately after the close of qualifying for ballot preparation. Municipality must review and approve the ballot layout within 24 hours of receipt of same from SOE.
12. Municipality shall provide the number of paper ballots to be ordered for vote by mail and Election Day balloting to SOE immediately upon the close of qualifying.
13. In the event that SOE state certified voting equipment is not available for use in a municipal election due to restrictions pursuant to a federally funded grant agreement, Municipality shall be responsible for rental/lease of same.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-60
Voluntary Annexation Agreement - TJ Courson Road

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-60

SYNOPSIS: Prestar, LTD Inc, the property owners of 0.57 acres of land on TJ Courson Road, have submitted an application for water services outside the municipal limits. In accordance with Municipal Code Sections 82-44 and 82-403, this application is also accompanied by a petition for voluntary annexation. The application applies to 0.57 acres of land located on TJ Courson Road (Parcel ID#: 00-00-30-0800-0015-0060). This is a commercial property and is currently contiguous to the municipal limits.

Action on this application will not immediately annex the subject property, but will authorize the extension of water utilities to serve the property. Because this approval includes acceptance of a voluntary annexation petition, the City will begin the process for annexation, assignment of a Future Land Use Map category, and Zoning district within the next few months.

FISCAL IMPACT: 25% surcharge on utilities services based on monthly usage to be paid to the City Utilities Department until such time that the property is annexed into the municipal limits.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-60.

Nicole Bednar, Administrative Services Manager	04/17/2018
Dale Martin, City Manager	04/19/2018
Patti Clifford, Comptroller	04/20/2018
Tammi E. Bach, City Attorney	04/20/2018
Katie Newton, Legal Assistant	04/20/2018

Kelly N. Gibson, AICP

Date: April 13, 2018

Submitted By: Kelly Gibson, AICP, Planning Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-60

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.57 ACRES OF LAND LOCATED AT TJ COURSON; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, Prestar LTD Inc, have completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Sewer Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.0.57 acres located TJ Courson Road (Parcel ID Number: 00-00-30-0800-0015-0060); and

WHEREAS, staff has determined the request is consistent with the City's Municipal Code Sections 82-44 and 82-403, its Comprehensive Plan, and Land Development Code; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to provide water services to the subject property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission here hereby authorizes the extension of water services to the property owners identified, whose property is located outside the corporate limits of the City at TJ Courson Road and noted as parcel 00-00-30-0800-0015-0060, and approves the Voluntary Annexation Petition, attached hereto as "Exhibit 1".

SECTION 2. The City Commission authorized the City Manager and the City Clerk to execute said petition on behalf of the City of Fernandina Beach.

SECTION 3. The City Clerk is hereby directed to record the petition in the public records of Nassau County, Florida, as required by Ordinance No. 2001-01

SECTION 4. This Resolution shall be effective immediately upon passage.

ADOPTED this 1st day of May, 2018.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Commissioner - Mayor

ATTEST:

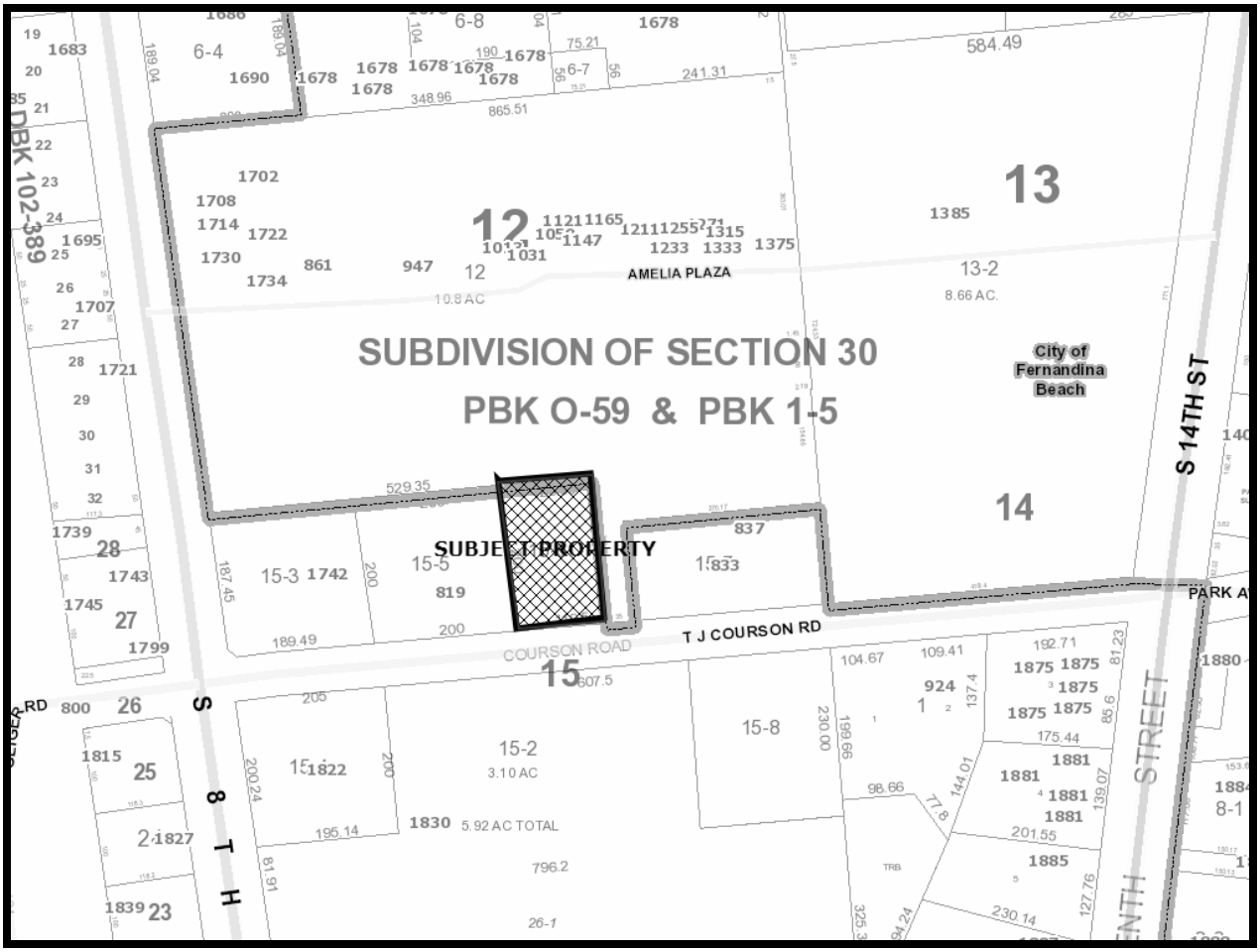
APPROVED AS TO FORM AND LEGALITY:

_____
CAROLINE BEST
City Clerk

_____
TAMMI E. BACH
City Attorney

RESOLUTION 2018-60
EXHIBIT "A"

WATER AND SEWER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF PARCEL ID NUMBER: 00-00-30-0800-0015-0060 LOCATED ON TJ COURSON ROAD TOTALING APPROXIMATELY 0.57 ACRES OF LAND



OFFICE USE ONLY
REC'D: KG BY: 4/10/18
PAYMENT: $ 300 TYPE: ✓ #1141
APPLICATION #: 2016-000556
CASE #: N/A
CC MEETING DATE: May 1, 2018

WATER/SEWER &VOLUNTARY ANNEXATION APPLICATION

APR 10 PM3:18

APPLICANT INFORMATION

Owner Name: ~~[illegible]~~ Prestar, LTD Inc.

Mailing Address: P.O. Box 77089 Jax., FL 32226

Telephone: 702-610-8574 Fax:

Email: mattk@towniespizzeria.com / angiek@towniespizzeria.com

Agent Name:

Mailing Address:

Telephone: Fax:

Email:

PROPERTY INFORMATION

Street Address:

Parcel Identification Number(s): 00-00-30-0800-0015-0060

PROJECT INFORMATION

Total Number of Lots/Parcels: 1

Less than One (1) acre Sq. Footage: .5706 One (1) Acre or Greater:

Existing Zoning Classification: Nassau County Commercial Intensive (CI)

Existing Future Land Use Classification: Nassau County Commercial

Description of Request: Water / Sewer Services

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.

4/10/18
Date

Signature of Applicant

STATE OF FLORIDA
ss
COUNTY OF NASSAU

KAREN M. AUSTIN
Notary Public, State of Florida
My Comm. Expires June 18, 2018
Commission No. FF 126104

Subscribed and sworn to before me this 10 day of April, 2018.

Karen M. Austin
Notary Public: Signature

Karen M. Austin
Printed Name

My Commission Expires

Personally Known _____ OR Produced Identification ✓ ID Produced: Nevada DL exp 2-4-22

CITY OF FERNANDINA BEACH

VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this _____ day of _____, 2018 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and _____ (hereinafter collectively referred to as the "Applicants").

WHEREAS, this Annexation Agreement/ Petition for Annexation (hereinafter referred to as "Agreement") shall be considered entered into upon execution, where the actual annexation of land shall occur once the subject property becomes contiguous to any boundary demarking the incorporated area of the City of Fernandina Beach and upon the execution of an Ordinance by the City Commission of the City authorizing and approving the execution of such annexation, consistent with the mutual promises, covenants and acknowledgments agreed to by the City Commission and the Applicants, as contained in this Agreement; and

WHEREAS, the Applicants collectively, are the owners of record of the parcel of land known and described as follows, comprising the property which is the subject of this Agreement (the "Property"):

PARCEL ID#: 00-00-30-0800-0015-0060

GENERALLY DESCRIBED AS: PT of LOT 15 (5-6) CPT of ABND Alley FN OR 1980/1043

ADDRESSED AS: _____

See Attached Exhibit "A"

WHEREAS, the covenants and acknowledgments contained herein have been made in consideration of annexation into the City of Fernandina Beach of the above described Property; and

WHEREAS, it is the desire of the City to provide for appropriate use of the Property; and

WHEREAS, the Applicants are willing to have the Property annexed to the City and the City desires and believes that it would be in the best interest of the City to annex the Property, which is located outside the corporate limits of the City in Nassau County, Florida, at such time as the Property become contiguous; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and acknowledgments stated herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective Date: This Agreement shall become effective upon execution.

2. Execution: The parties hereto agree to execute any and all such documents as are reasonably necessary to carry out the terms and provisions of this Agreement.

3. Binding Effect: The parties hereto do covenant and agree that this Agreement and its Exhibits, shall be binding on their successors and assigns, including the political subdivisions as the City of Fernandina Beach.

4. Water and/or Sanitary Sewer: The Applicants shall be permitted to tap into the City's water and/or sanitary sewer system at a point determined by the City. The Applicants shall also be responsible for payment to the City of any and all applicable fees that are assessable under City Ordinance and State Law.

5. Land Use and Zoning: Upon Annexation of the Property and until the adoption by the City Commission of the City's Comprehensive Plan and zoning district for the Property, the Comprehensive Plan (including future land use) and zoning ordinances and regulations shall remain in full force and effect for the Property, and shall be enforced by the City. The City shall adopt the future land use designation and zoning district for the Property that most closely approximate to the current Nassau County future land use designation and zoning district for the Property regarding allowable uses and development standards.

6. Governing Law: The laws of the State of Florida shall govern the interpretation, validity and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect.

7. Entire Agreement: The parties hereto acknowledge that this Agreement constitutes the sole agreement between the parties; that all prior proposals and agreements, whether oral or written, are hereby superseded; and that this Agreement may not be changed, altered or modified except in writing and signed by the parties hereto. The parties hereto further acknowledge that, in entering into this Agreement, each party has not been induced by, has not relied upon, and has not included as part of the basis of the bargain herein, any representation or statement, whether expressed or implied, made by any agent, representative or employee, which representation or statement is not approved by the other at any public hearing or work session of the City Commission or otherwise made as part of the official public record in the proceedings related to this Agreement. This Agreement binds the Applicants' Property to being annexed into the City once the Property becomes contiguous to any boundary demarking the incorporated area of the City of Fernandina Beach and upon the execution of an Ordinance by the City Commission of the City authorizing and approving the execution of such agreement, consistent with the mutual promises, covenants and acknowledgments agreed to by the City Commission.

8. Default: In the event either of the parties default in the performance of the obligations set forth in this Agreement, then the other may, upon notice to defaulting party, allow the defaulting party sixty (60) days to cure the default or provide evidence to the non-defaulting party that such default will be cured in a timely manner if it cannot be cured during said period. If the defaulting party fails to cure such default or provide such evidence as provided above, then, with notice to defaulting party, the other party may begin proceedings to require specific performance of this Agreement or bring suit for damages for breach of the Agreement. The prevailing party shall be entitled to a reasonable attorney's fee for having brought such action.

8. Recording: This Agreement shall run with the land and a copy of this Agreement for Annexation shall be filed and recorded by the City Clerk's Office with the Nassau County Clerk of Circuit Court.

IN WITNESS WHEREOF, the City and Applicant(s) have caused this instrument to be executed by their respective proper parties duly authorized to execute the same on the day and the year first above written.

CITY OF FERNANDINA BEACH	ATTEST:
_____	_____
DALE L. MARTIN City Manager	CAROLINE BEST City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: _____
Applicant

By: _____
Applicant

KAREN M. AUSTIN
Notary Public, State of Florida
My Comm. Expires June 18, 2018
Commission No. FF 126104

STATE OF FLORIDA
COUNTY OF Nassau

Sworn and subscribed before me this 10 day of April, 2018.

Karen M. Austin
Signature of Notary
My Commission Expires:
Type of Identification Produced Nevanda DL

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

NASSAU | A. Michael Hickox, CFA, Cert.Res.RD1941
Nassau County Property Appraiser

Property Search Sales Search Nassau Home

OWNER NAME	PRESTAR LTD	**PARCEL NUMBER**	00-00-30-0800-0015-0060
MAILING ADDRESS	PO BOX 50682	**TAX DISTRICT**	UNINCORPORATED MIDDLE ISLAND (DISTRICT 8)
		MILLAGE	15.3904
		PROPERTY USAGE	VACANT COMMERCIAL
	HENDERSON, NV 89120	**DEED ACRES**	0
LOCATION ADDRESS	T J COURSON RD	**HOMESTEAD**	N
	FERNANDINA BEACH 32034	**PARCEL MAP RECORD**	MAP THIS PARCEL
SHORT LEGAL	PT OF LOT 15 (S-6) & PT OF ABND ALLEY IN OR 1980/1043	**TAX COLLECTOR SEARCH**	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK TO PROPERTY RECORD CARD (PDF)

	2017 Certified Values
JUST VALUE OF LAND	$154,800
LAND VALUE AGRICULTURAL	$0
TOTAL BUILDING VALUE	$0
TOTAL MISC VALUE	$0
JUST OR CLASSIFED TOTAL VALUE	$154,800
ASSESSED VALUE	$154,800
EXEMPT VALUE	$0
TAXABLE VALUE	$154,800

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-TWN-RNG
COMMERCIAL 001000	25,800	SF	30-3N-28

Building Information

There is no Building Information for this record.

Miscellaneous Information

There is no Miscellaneous Information for this record.

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
05/14/2015	1980/1043	1980/1043	179000	WD	Q	N	MANNING MARK V (50% INT) & DANIEL I MCCRANIE	PRESTAR LTD
11/06/2012	1823/1460	1823/1460	100000	WD	U	N	AMELIA PLAZA (E&A) LLC	MANNING MARK V ETAL
10/09/2000	952/1842	952/1842	129000	WD	U	N	EDENS & AVANT PROPERTIES LIMITED PARTNERSHIP	AMELIA PLAZA (E&A) LLC
10/09/1998	851/1716	851/1716	100	WD	U	N	LAT PURSER CO	EDENS & AVANT PROPERTIES LIMITED PARTNERSHIP

CITY OF FERNANDINA BEACH

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Foreign Profit Corporation
PRESTAR LIMITED, INC.

Cross Reference Name

PRESTAR, LTD., INC.

Filing Information

Document Number	F15000002720
FEI/EIN Number	88-0423923
Date Filed	06/16/2015
State	NV
Status	ACTIVE

Principal Address

6370 Annie Oakley Dr.
Las Vegas, NV 89120

Changed: 02/10/2017

Mailing Address

P.O. BOX 77089
JAX, FL 32218

Changed: 03/11/2018

Registered Agent Name & Address

KLABACKA, MATHEW
819 TJ Courson Rd
Fernandina Beach, FL 32034

Address Changed: 02/10/2017

Officer/Director Detail

Name & Address

Title C

KLABACKA, MATT
819 TJ Courson Rd
Fernandina Beach, FL 32034

Title P

KLABACKA, MATHEW L
819 TJ Courson Rd
Fernandina Beach, FL 32034

Title TS

KLABACKA, ANGELA O
PO BOX 50682
HENDERSON, NV 89016

Annual Reports

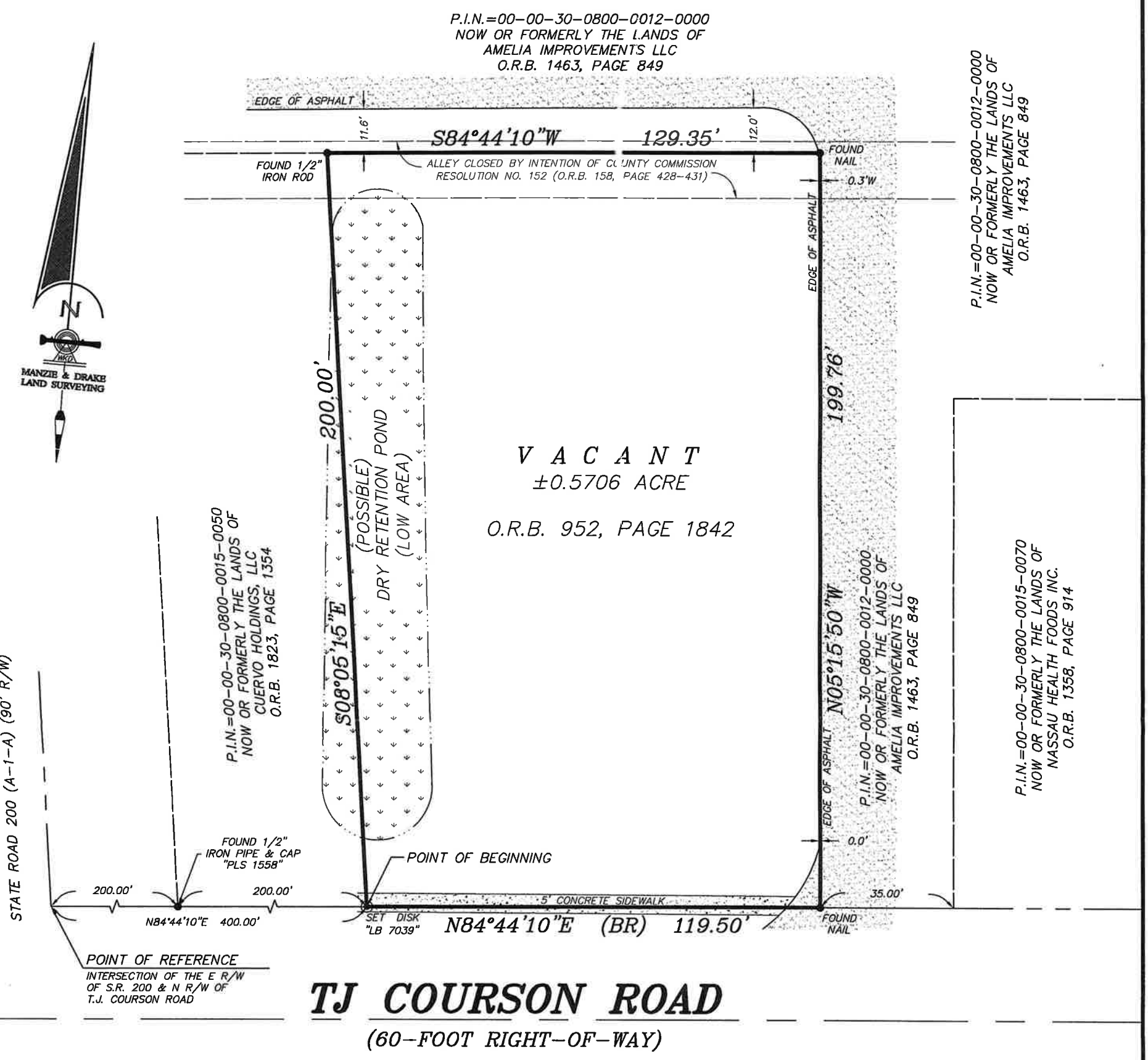
Report Year	Filed Date
2016	04/26/2016
2017	02/10/2017
2018	03/11/2018

Document Images

03/11/2018 -- ANNUAL REPORT	View image in PDF format
02/10/2017 -- ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
06/16/2015 -- Foreign Profit	View image in PDF format

MAP OF BOUNDARY SURVEY

A PORTION OF CASHEN LOT 15 AND A PORTION OF ALLEY (NOW CLOSED), LYING NORTHERLY AND ADJOINING SAID LOT 15, SECTION 30, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AS RECORDED IN OFFICIAL RECORDS BOOK 952, PAGES 1842 THROUGH 1845 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.



SURVEY NOTES:

1) The "Legal Description" hereon is in accord with the description provided by the client.
2) Underground improvements were not located or shown.
3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
4) Bearings shown hereon are based on N84°44'10"E for the northerly right-of-way line of TJ Courson Road. The bearing reference line is indicated as thus (BR).
5) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid."
6) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C 0239 G, Dated 08/02/2017. Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
7) This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.

COPYRIGHT © 2018 BY MANZIE AND DRAKE LAND SURVEYING

CERTIFIED TO:
MATT KLABACKA

LEGEND
℄ = CENTERLINE
= CONCRETE FLATWORK
B.R. = BEARING REFERENCE
O.R.B. = OFFICIAL RECORDS BOOK
P.I.N. = PARCEL IDENTIFICATION NUMBER

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MICHAEL A. MANZIE, P.L.S. 4069

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number "LB 7039"
"OUR *SIGHTS* ARE ON THE FUTURE, SET YOUR *SITES* ON US."

SCALE: 1"=30' JOB NO: 18427 DATE: 03/20/2018 CADD: WKD
F.B. NO: X-257 PAGE NO: 36 FIELD CREW: SS FILE NO: A-3160

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-42
Final Plat Approval -Islands Club Replat

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-42

SYNOPSIS: The Islands Club PUD subdivision includes a total of forty-five single family home sites as approved in 1981 (Ordinance 639). The applicant requests to reconfigure the remaining undeveloped twenty-seven home sites to address current land development standards, modify the location of the required amenities, and remove a substandard cul-de-sac to improve emergency services access.

In keeping with staff notes and the Planning Advisory Board (PAB) direction, the applicant has agreed to establish notes on the final plat to identify setback requirements and include a conservation easement on the 20 feet of land abutting Ft. Clinch State Park. The PAB issued a recommendation of approval at its Regular Meeting on February 14, 2018. Staff recommends approval as subject to the notes and conditions offered within the staff report and consistent with the direction of the PAB.

The City Commission tabled this plat approval at its March 20, 2018 regular meeting. The City Commission then removed this item from the table unanimously at its April 3, 2018 City Commission meeting and scheduled this hearing for May 1, 2018.

FISCAL IMPACT: Fees and increased property values associated with the construction of twenty-seven single family homes on vacant land.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-42.

Kelly Gibson, AICP, Planning Manager	04/19/2018
Nicole Bednar, Administrative Services Manager	04/19/2018
Dale Martin, City Manager	04/19/2018
Patti Clifford, Comptroller	04/20/2018
Tammi E. Bach, City Attorney	04/20/2018

Submitted By: _____ Date: April 04, 2018
Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2018-42

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING FINAL PLAT, PAB CASE 2018-04 TITLED "ISLANDS CLUB REPLAT"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Islands Club Amelia, LLC and Nautical View, LLC c/o John Proctor have applied to the City Commission of the City of Fernandina Beach, Florida, for approval of a final plat titled "Islands Club Replat"; and

WHEREAS, the "Islands Club Replat", includes the re-configuration of twenty-seven remaining lots for single family home sites as consistent with the 1981 PUD approvals granted under Resolution 639 (1981- Final Plat Approval) and Ordinance number 606 (1992 Vacation of Right-of-Ways); and

WHEREAS, the Technical Review Committee has reviewed the final plat and a Local Development Order under SPR 2017-11 is pending final approval; and

WHEREAS, staff has reviewed the applicant's request for final plat and found the request to be compliant with the City's Comprehensive Plan and Land Development Code; and

WHEREAS, on February 14, 2018, the Planning Advisory Board reviewed the final plat and issued a recommendation of approval.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The plat titled "Islands Club Replat," is hereby accepted and approved as a final plat.

SECTION 2. This Resolution shall take effect immediately upon passage.

ADOPTED this 1st day of May, 2018.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Commissioner - Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

STAFF REPORT
PAB 2018- 04 (Final Plat/Replat)
Planning Advisory Board Hearing
February 14, 2018

APPLICATION FOR FINAL PLAT/ REPLAT
ISLANDS CLUB SUBDIVISION PUD (1981)

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	John Proctor/Islands Club Amelia, LLC and Nautical View, LLC				
AGENT:	McCranie and Associates (Dan McCranie and Brett Manzie),				
REQUESTED ACTION:	Final Plat/ Replat of Islands Club (27 detached single-family home sites with common area amenities)				
LOCATION:	Tarpon Avenue between Second and Third Street				
CURRENT ZONING:	R-3				
CURRENT LAND USE:	High Density Residential				
EXISTING USES ON SITE:	vacant				
PROPERTY SIZE:	4.54 Acres (A portion of original 1981PUD totaling approximately 6.40 acres)				
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	Islands Club PUD SF Homes	varies	R-3	High Density Residential
	South	Ocean Park Condominiums		R-3	High Density Residential
	East	Islands Club PUD SF Homes	1980's	R-3	High Density Residential
	West	Ft Clinch State Park	N/A	REC	Recreation

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Community Development Department Office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant is requesting approval of a Final Plat/ Replat for property identified as The Islands Club Subdivision. The property is located on the west side of Tarpon Avenue Second and Third Streets. The property is surrounded by developed high density residential uses (condos and single-family homes) to its north, south, and east. Following along the western boundary of the property is Ft. Clinch State Park which contains a recreation land use and zoning designation. In 1981, The Islands Club subdivision plat was approved for a total of 45 home sites on this approximately 6.40 acres of land. The applicant and current owner of the remaining 4.54 acres of land, is requesting a re-plat in order to reconfigure the lots to address proper emergency ingress and egress, provide site amenities as originally established within the PUD through the center of the subdivision, and to establish a buffer which reduces grade impacts adjoining Ft Clinch State Park.

Although the property contains a High Density Residential land use which would allow for up to 10 dwelling units per acre, the original and proposed PUD totaling 45 lots results in a developed density of 7.03 units per acre. In keeping with the previous approval, access to these home sites will be permitted from the Tarpon Avenue right-of-way and along an internal ingress/egress easement which will be privately maintained as a driveway on Second Street connecting to Sea Island Drive and access will be established along Third Street.

The applicant's request results in a consistent lot configuration with the original PUD for properties fronting Sea Island Drive. Although slightly narrower in width at 40 feet, the properties along Sea Island Trace will have longer depths varying between 114-145 feet, the majority are at 144.5 feet deep. Properties backing up to Ft Clinch State Park contain lot slightly larger lot widths of approximately 55 feet and about 100 feet deep. The applicant's summary letter contains restrictions for properties adjoining Ft Clinch State Park and requires a 30-foot rear yard setback for primary structures on the home site with 20 feet of undisturbed land. Staff suggests that an additional note be included in the Final Plat document as prepared by Manzie and Drake Land

Surveying to place future property owners on notices of these requirements. Note 8 of the Plat document provides all other building setback requirements of the PUD as follows: Front = 20 feet, Side = 0 feet, Rear = 10 feet and a maximum building height of 45 feet with no increased side yard setbacks for heights above 35 feet.

Unless otherwise prohibited through covenants and restrictions, these properties could obtain resort rental dwelling permits which would allow for weekly rental of the homes under the existing zoning designation of R-3. The amenities including a pool, pool cabana, lush landscaping, and a small playground will be available to all lots in the original PUD, if those property owners elect to become members of the HOA to pay for on-going maintenance of the amenities provided.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Policy 1.02.02. The approval of all development shall be subject to the availability of adequate levels of service for all facilities and services that are subject to concurrency management requirements.

The City has five public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, and Solid Waste. While the City's ability to maintain adopted levels of services for these items was confirmed at the time of the original approval of development rights for this property, the City's TRC review also confirms service capabilities. The City can serve this property as proposed and meet or exceed all required levels of service.

Policy 1.02.03. The City shall ensure that the location, scale, timing, and design of development is coordinated with the availability of public facilities and services. The City seeks to ensure compact development patterns that integrate neighborhood and commercial activities and promote connectivity through the use of sidewalks, bike lanes and alternative low-speed shared-use vehicle paths in order to achieve a reduction in vehicular trips on arterial roadways. The purpose of this policy is to prevent the proliferation of urban sprawl and to achieve cost effective and energy efficient land development patterns and avoid or eliminate existing patterns that may be described as:

a. **Areas of urban development or uses, which are not functionally related to land uses which predominate the adjacent area;**
b. **Areas of urban development or uses which fail to maximize the use of existing public facilities;**
c. **Areas of urban development or uses which fail to use areas within which public services are currently provided; and**
d. **Leapfrog/scattered development or ribbon/strip commercial development patterns.**

The proposed development is consistent with the Comprehensive Plan's direction for compact urban development and serves to maximize the use of existing public facilities. The subject property lies in an area of existing urban development. No leapfrog development is occurring. The subdivision will be accessed from existing and improved rights-of-way under maintenance obligation by the City.

Policy 4.01.01. The following level of service standards are hereby adopted, and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development.

Facility/Service Area	Level of Service Standard
Wastewater Treatment System	**300 gallons per day per ERU (Equivalent Residential Unit)**
Solid Waste Facilities	**Average Solid Waste Generation Rate: 5.9 pounds per capita per day**

Stormwater Management Facilities	**See Policy 4.02.01**
Potable Water Facilities	**Water Allocation Level of Service: 350 gallons per day per ERU (Equivalent Residential Unit)**
Fire-Rescue Services	**240-second travel time to 90% of the incidents (EMS with AED or BLS) & 480-second travel time to 90% of the incidents (ALS Response)**
Police and Law Enforcement Services	**Response Time: 3 minutes or less for emergency calls and 7 minutes or less for non-emergency calls**

Policy 4.01.02. All subdivisions, multifamily, commercial, industrial, city, and institutional projects shall provide for retention of stormwater resulting from project, unless off-site shared facilities are available. For projects within areas designated for "zero discharge," storage shall accommodate a ten (10)-year, twenty-four (24)-hour storm event. For all other areas, retention shall accommodate the greater of: (a) the first one-half (1/2) inch of stormwater within the boundaries of their project, or (b) the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not. The project shall also provide detention for all storm flows. Detention shall prevent peak flows after development from exceeding the peak flow prior to development.

All public facilities and services are currently available to the development and each service is able to maintain or exceed its level of service standards as required by Policy 4.01.01 and Policy 4.02.01, specific to stormwater management.

<u>CONSISTENCY WITH THE LAND DEVELOPMENT CODE:</u>

11.01.02 Requirements for Subdivision Plats (Preliminary and Final)

A. **A preliminary subdivision plat shall be required when new streets, water lines, and sewer lines are required; when three or more residential lots are created; and where one nonresidential lot is created or proposed for development. Where new streets, water lines, and sewer lines are not required, the preliminary and final plat may be combined into a single submittal. A preliminary plat provides for a complete review of technical data and preliminary engineering drawings prior to completion of the final plat for recording.**

B. **In addition to the information required in Section 11.01.03, all applications for preliminary subdivision plat approval shall contain the following information:**
   1. **The name, addresses, telephone number, facsimile number, and email address of the person preparing the plat.**
   2. **The date of preparation and date(s) of any modifications, a north arrow, and a written and graphic scale.**
   3. **The proposed name of the subdivision.**
   4. **Development specifications for the tract: area, proposed number and layout of lots and blocks, location, names, and widths of proposed roadways, consistent with this LDC and the Future Transportation Circulation Map of the Comprehensive Plan.**
   5. **All contiguous properties shall be identified by subdivision title, plat book and page, or, if un-platted, the land shall be so designated, and otherwise identified.**

6. **Location of land to be dedicated or reserved for public use for rights-of-way, streets, sidewalks, bike trails, pedestrian trails, easements, schools, parks, open spaces, or other public uses. Proposed street names shall be included.**
7. **Locations of utilities, utility service, connections to existing utility facilities, and easements necessary to provide access to the utility facilities for maintenance or other activity.**
8. **Location of the nearest available public water supply and wastewater disposal system.**
9. **A topographic survey, soils report, grading plan, and an erosion control plan.**
10. **Existing surface water bodies, wetlands, streams, and canals, including the location of the mean high water line for each feature.**
11. **A preliminary surface drainage plan showing direction of flow and methods of stormwater retention.**
12. **A floodplain map indicating areas subject to inundation and high groundwater levels up to a 100-year flood classification, and establishing a base flood elevation for all proposed lots within the subdivision.**
13. **A tree survey showing protected trees, proposed replacement trees, if required, and landscaping and buffering.**

The applicant has complied with the subdivision requirements of the Land Development Code as contained in LDC Section 4.04.00. The Final Plat has been reviewed for technical completeness by the Technical Review Committee and an amended local development order is pending at this time. Requirements for infrastructure improvements and landscape compliance are addressed in the applicant's modified site plan and engineering documents.

CONCLUSION:

The requested Final Plat for the Islands Club subdivision is consistent with the City's Comprehensive Plan and the Land Development Code. It contains the exact same number of lots as the original 1981 PUD, simply reconfigured to better address current land development standards for site circulation. The applicant's request also modifies the location of the required amenities for the home sites to a centralized area internal to the subdivision. It also removes a substandard cul-de-sac configuration to support emergency services vehicle turning movement requirements. As redesigned, the new lot layout serves to address staff concerns and code direction to reduce grade and fill activities within this sensitive area adjoining Ft Clinch State Park. Staff recommends approval of the Final Plat/ Replat request subject to a condition that a note be added to address rear yard setback requirements and an undisturbed buffer of 20 feet for properties abutting Ft Clinch State Park.

Following the recommendation of the Planning Advisory Board (PAB), the Final Plat will move forward to the City Commission in the form of a Resolution. The City Commission will also request an amended development agreement to address the new location of the site amenities as required in the original PUD. Both actions will be considered at the same public hearing anticipated for March 20, 2018.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2018-04 to the City Commission requesting that a Final Plat/ Replat for The Islands Club subdivision be **(approved or denied)** and that PAB case 2018-04, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Submitted by:

Kelly N. Gibson, AICP
Planning Manager

STAFF REPORT
PAB 2018- 04 (Final Plat/Replat)
Planning Advisory Board Hearing
February 14, 2018

EXHIBIT A

Kelly N. Gibson, AICP

Planning Manager

City of Fernandina Beach

Re: Islands Club Subdivision Re-Plat

Dear Ms. Gibson,

I am and owner and agent of Islands Club Amelia, LLC and Nautical View, LLC. In 1981 the City Commission approved the Islands Club Planned Unit Development (PUD) and the Islands Club Plat containing 45 homesites as well as two streets named Sea Island Drive and Sea Island Trace. The entire subdivision property was fully graded at that time, and thirteen homes were constructed. However, the subdivision was never completed and went dormant for many years. Twenty-nine homesites were never built on, and remain vacant. The rest of the property was left as bare ground and there is almost no vegetation on the site.

In 2005 we acquired 29 vacant lots as well as tracts “A”, “B” & “C” and the two platted street rights-of-way. With your assistance, as well as the help of our engineers and surveyor, we have prepared a re-plat of the undeveloped portion of the PUD subdivision in order to bring the remaining development closer to modern development standards and to consolidate the amenity focal point to the center of the subdivision.

We intend to move quickly to construct the streets, landscaping and amenities. These will be completed within twenty-four months from the first issuance of building permits for the property. Once completed, the existing homeowners in the Islands Club PUD will be given the option, but not the obligation, to join the new Homeowners Association and to enjoy the on-site common elements and amenities.

The re-plat reshapes and rearranges twenty-seven (27) of the existing platted lots; and relocates and reshapes one of the existing platted rights-of-way. The re-plat eliminates a cul-de-sac street (platted in 1981, but never built) which is substandard by today’s requirements. Specifically, the diameter of the cul-de-sac is too small for current emergency vehicles. This cul-de-sac street has been redesigned as a 100-foot wide right-of way with a 37-foot wide x 194-foot long center island. The center island will become the focal point of the development, with pools, cabanas, walking paths, a kid’s play area, and extensive landscaping.

Elimination of this cul-de-sac also allows for the reshaping of six (6) existing pie-shaped lots which have exceptionally narrow street frontage, including four (4) pie-shaped lots with frontages of only 20 - 23 feet. The pie-shaped lots were reshaped and rearranged to provide more practical, rectangular lots. This arrangement allows for

better front facade architecture, driveway spacing, and front yard landscaping. More importantly, the new arrangement allows the fronts of homes on Lots 6 – 12 to be located farther away from the western boundary of the subdivision, adjacent to Fort Clinch. The creation of these larger, more rectangular lots on the western boundary, allowed us to specify a larger than normal rear-yard building setback requirement for Lots 6 -12 (e.g., 30 feet) and to specify the westernmost 20 feet of Lots 6 – 12 as an undisturbed natural buffer along the shared boundary with Fort Clinch State Park. The L-shaped design of Lots 6 and 7 is necessary in order to retain a reasonable buildable footprint and still provide the 20 foot undisturbed buffer adjoin Fort Clinch State Park

Reshaping the existing lots allows sixteen (16) of the twenty-seven (27) re-platted lots to have lot depths ranging from 110 up to 145 feet, significantly greater than the 100 foot lot depth which is typical in the surrounding neighborhoods. This is intended to allow for substantial open space in rear yards.

A sidewalk will be provided along Sea Island Drive, and this sidewalk will be extended beyond the replat boundary, along both West 2nd Street and West 3rd Street, to Tarpon Avenue.

The proposed re-plat is entirely within the boundary of the existing plat. In the re-plat, the western 20 feet of the lots which adjoin Fort Clinch State Park will be protected as a natural undisturbed buffer. This will preserve the hilly topography and native vegetation in that area.

Since this is an existing PUD, the City has the discretion to allow the design to best fit the site. We have considered many design options for the site and we believe this design is the best fit. Thank you for your assistance in this process.

Sincerely,

John Proctor

OFFICE USE ONLY

REC'D: 12/13/17 BY: 8

PAYMENT: $ 850- TYPE: CK 1025

APPLICATION #: 2017-0001824

CASE #: PAB-2018-02

BOARD MEETING DATE: _____

PLANNING ADVISORY BOARD APPLICATION

- ☐ ZONING MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☐ LAND USE MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☐ LDC TEXT AMENDMENT ($850)
- ☐ COMP PLAN AMENDMENT ($850)
- ☐ SUBDIVISION PLAT – PRELIM ($750)
- ☒ SUBDIVISION PLAT – FINAL ($850)
- ☐ VACATION OF R.O.W. ($850)
- ☐ VOLUNTARY ANNEXATION ($1050)

APPLICANT INFORMATION

Owner Name: Islands Club Amelia, LLC, a Florida limited liability co. and Nautical View, LLC, a Florida limited liability co.

Mailing Address: _____

Telephone: (John Proctor) 404-822-7629 Fax: None

Email: proctorjohn@bellsouth.net

Agent Name: McCranie & Assoc.

Mailing Address: 3 South 2nd St., Fernandina Bch, FL 32034

Telephone: (904) 335-8685 Fax: _____

Email: Dan@mccranie-engineers.com / Brett@mccranie-engineers.com

PROPERTY INFORMATION

Street Address: _____

Parcel Identification Number(s): _____

Lot Number: _____ Block Number: _____ Subdivision: _____

Section: _____ Township: _____ Range: _____

PROJECT INFORMATION

Total Number of Lots/Parcels: _____

Less than One (1) acre Sq. Footage: _____ One (1) Acre or Greater: _____

Existing Zoning Classification: PUD

Existing Future Land Use Classification: _____

Previous Planning/Zoning Approvals: ① Original Plat, The Islands Club Subdivision, 4-21-1981
② City of F. B. TRC approval, 6-12-2007 (for a project which was not executed).

Description of Request:

RE-PLAT

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.

9/15/17
Date

Signature of Applicant

STATE OF FLORIDA
COUNTY OF NASSAU } ss

HARRIET DAVIS
MY COMMISSION # GG86124
EXPIRES: March 22, 2021

Subscribed and sworn to before me this 18 day of Sept, 2017.

Harriet Davis
Notary Public: Signature

Harriet Davis
Printed Name

3/22/21
My Commission Expires

Personally Known _____ OR Produced Identification ✓ ID Produced: FL DL

OWNER'S AUTHORIZATION
FOR AGENT REPRESENTATION

I /WE John R. Proctor, AS MANAGER of Islands Club Amelia, LLC and AS MANAGER OF NAUTICAL VIEW, LLC
(print name of property owner(s))

hereby authorize: Dan McCranie
(print name of agent)

to represent me/us in processing an application for: ~~SITE~~ ENGINEERING PLANS & RE-PLAT
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

John R Proctor
(Signature of owner)

John R Proctor
(Signature of owner)

JOHN R. PROCTOR
(Print name of owner) MANAGER, Islands Club Amelia, LLC

JOHN R. PROCTOR
(Print name of owner) MANAGER, NAUTICAL VIEW, LLC

STATE OF ~~FLORIDA~~ Georgia
ss
COUNTY OF ~~NASSAU~~ Gwinnett

Subscribed and sworn to before me this 7th day of September, 2017.

Jennicele Rivas — Notary Public: Signature
Jennicele Rivas — Printed Name
08/6/2021 — My Commission Expires

Personally Known _____ OR Produced Identification FL DL ID Produced: P623-476-57-126-0

JENNICELE RIVAS
MY COMMISSION EXPIRES
NOTARY
PUBLIC
AUGUST 6, 2021
GWINNETT COUNTY, GEORGIA

FIRST REPLAT OF THE ISLANDS CLUB SUBDIVISION

PLAT BOOK_____ PAGE_____

SHEET 1 OF 2 SHEETS

A REPLAT OF A PORTION OF "THE ISLANDS CLUB SUBDIVISION" AS RECORDED IN PLAT BOOK 4, PAGE 106 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECOND STREET THAT LIES WESTERLY OF TARPON AVENUE.

(FERNANDINA BEACH, NASSAU COUNTY, FLORIDA)

CAPTION:

A PORTION OF "THE ISLANDS CLUB SUBDIVISION", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 106, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID "THE ISLANDS CLUB SUBDIVISION"; THENCE NORTH 04°02'00" WEST, ALONG THE WEST LINE OF SAID "THE ISLANDS CLUB SUBDIVISION", A DISTANCE OF 397.41 FEET TO THE SOUTHWEST CORNER OF LOT 28, SAID "THE ISLANDS CLUB SUBDIVISION"; THENCE SOUTH 82°57'15" EAST A DISTANCE OF 361.93 TO THE SOUTHEAST CORNER OF LOT 21, SAID "THE ISLANDS CLUB SUBDIVISION"; THENCE ALONG THE PERIMETER OF SAID LOT 21 THE FOLLOWING TWO COURSES: (1) NORTH 07°14'45" EAST A DISTANCE OF 79.85 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 20.00 FEET; (2) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°36'12", AN ARC DISTANCE OF 31.63 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 37°34'14" WEST A DISTANCE OF 28.43 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF THIRD STREET (A 60 FOOT RIGHT-OF-WAY); THENCE SOUTH 82°57'15" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THIRD STREET, A DISTANCE OF 169.82 FEET TO THE NORTHWEST CORNER OF LOT 10, SAID "THE ISLANDS CLUB SUBDIVISION"; THENCE SOUTH 07°14'45" WEST A DISTANCE OF 430.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, SAID "THE ISLANDS CLUB SUBDIVISION"; THENCE SOUTH 82°57'15" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER THEREOF AND THE WESTERLY RIGHT-OF-WAY LINE OF TARPON AVENUE (A 60 FOOT RIGHT-OF-WAY); THENCE SOUTH 07°14'45" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TARPON AVENUE, A DISTANCE OF 30.00 FEET; THENCE NORTH 82°57'15" WEST, ALONG THE CENTERLINE OF SECOND STREET (A 60 FOOT RIGHT-OF-WAY AS SHOWN ON SAID "THE ISLANDS CLUB SUBDIVISION") NOW ABANDONED PER CITY OF FERNANDINA BEACH ORDINANCE #606 A DISTANCE OF 250.18 FEET; THENCE SOUTH 07°14'45" WEST A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SECOND STREET; THENCE NORTH 82°58'24" WEST, ALONG THE SOUTHERLY LINE OF SAID "THE ISLANDS CLUB SUBDIVISION", A DISTANCE OF 283.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.54 ACRES, MORE OR LESS.

STATE OF FLORIDA

MORTGAGEE'S CONSENT

I, JOHN R. PROCTOR, ON BEHALF OF OLD OBION, LLC, A FLORIDA LIMITED LIABILITY COMPANY DO HEREBY JOIN IN AND CONSENT TO THE ADOPTION AND DEDICATION OF SAID LANDS BY THE OWNERS THEREOF, AS SHOWN HEREON, AND AGREE THAT ITS MORTGAGE WHICH IS DESCRIBED IN OFFICIAL RECORD BOOK 1947 PAGE 377 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA SHALL BE SUBORDINATED TO SAID ADOPTION AND DEDICATION.

WITNESS _____ _____

PRINT OR TYPE NAME — JOHN R. PROCTOR, MANAGER

WITNESS _____

PRINT OR TYPE NAME

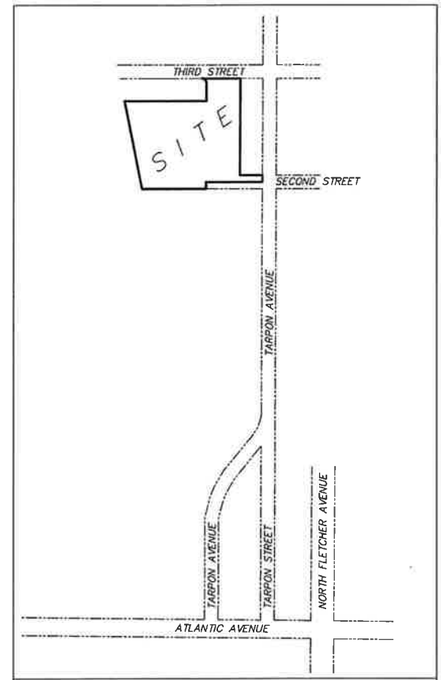
STATE OF: _____
COUNTY OF: _____

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, _____ TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING MORTGAGEE'S CONSENT AND WHO ACKNOWLEDGED BEFORE ME THAT SHE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____, IN THE COUNTY OF _____ AND THE STATE OF _____, THIS _____ DAY OF _____, A.D., 2018

_____ MY COMMISSION EXPIRES : _____

NOTARY PUBLIC
STATE OF _____



VICINITY MAP
1" = 300'

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, ISLANDS CLUB AMELIA, LLC, A FLORIDA LIMITED LIABILITY COMPANY & NAUTICAL VIEW, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ARE THE LAWFUL OWNERS OF THE LAND DESCRIBED IN THE CAPTION HEREON WHICH SHALL HEREAFTER BE KNOWN AS "FIRST REPLAT OF THE ISLANDS CLUB SUBDIVISION", AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND.

IN WITNESS WHEREOF, DEVELOPER HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

TRACT "A" THE ROAD RIGHTS OF-WAY, DESIGNATED IN THE PLAT AS "SECOND STREET, SEA ISLAND DRIVE & SEA ISLAND TRACE" ARE HEREBY RETAINED BY THE UNDERSIGNED OWNER FOR ITS PRIVATE USE AND FOR THE USE OF ITS LEGAL SUCCESSORS IN INTEREST, GRANTEES AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE CITY OF FERNANDINA BEACH OR A RESPONSIBLE PROPERTY OWNERS' ASSOCIATION AS SUCH INTERESTS MAY BE GRANTED, CONVEYED OR OTHERWISE ESTABLISHED AND SHOWN BY SEPARATE INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF NASSAU COUNTY, FOR MAINTENANCE OF THE RIGHTS-OF-WAY, ACCESS AND DRAINAGE, WHICH ARE NOW OR HEREAFTER CONSTRUCTED THEREON.

TRACT "B" (COMMON AREA) IS HEREBY DEDICATED TO AND SHALL BE A PERPETUAL MAINTENANCE OBLIGATION OF THE "_____" HOMEOWNERS ASSOCIATION

ISLANDS CLUB AMELIA, LLC, A FLORIDA LIMITED LIABILITY COMPANY

WITNESS _____ _____

PRINT OR TYPE NAME — JOHN R. PROCTOR, MANAGER

WITNESS _____

PRINT OR TYPE NAME

STATE OF: _____
COUNTY OF: _____

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, _____ TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING ADOPTION AND DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____, IN THE COUNTY OF _____ AND THE STATE OF _____, THIS _____ DAY OF _____, A.D., 2018

_____ MY COMMISSION EXPIRES : _____

NOTARY PUBLIC
STATE OF _____

NAUTICAL VIEW, LLC, A FLORIDA LIMITED LIABILITY COMPANY

WITNESS _____ _____

PRINT OR TYPE NAME — JOHN R. PROCTOR, MANAGER

WITNESS _____

PRINT OR TYPE NAME

STATE OF: _____
COUNTY OF: _____

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, _____ TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING ADOPTION AND DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____, IN THE COUNTY OF _____ AND THE STATE OF _____, THIS _____ DAY OF _____, A.D., 2018

_____ MY COMMISSION EXPIRES : _____

NOTARY PUBLIC
STATE OF _____

ZONING CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND IS IN COMPLIANCE WITH THE ZONING RULES AND REGULATIONS OF NASSAU COUNTY, FLORIDA, CONSISTENT IN EFFECT.

THIS_____ DAY OF_____, 2018.

_____
DIRECTOR OF PLANNING

DIRECTOR OF EMERGENCY SERVICES CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN APPROVED BY THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF FERNANDINA BEACH, FLORIDA

THIS _____ DAY OF _____, A.D. 2018.

_____
DIRECTOR OF EMERGENCY SERVICES

APPROVED FOR THE RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY MANAGER OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA. WITNESS BY SIGNATURE THIS _____ DAY OF _____ A.D., 2018

_____
CITY MANAGER

MAYOR CERTIFICATE:

THIS PLAT HAS BEEN EXAMINED AND IS HEREBY ACCEPTED AND APPROVEDBY THE CITY COMMISSION OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, PURSUANT TO A RESOLUTION OF SAID COMMISSION ADOPTED THIS _____DAY OF _____, A.D., 2018.

BY: _____ MAYOR — ATTEST: _____ CITY CLERK

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH CHAPTER 177.051, FLORIDA STATUTES, AND IS FILED FOR RECORD IN PLAT BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. THIS _____ DAY OF _____, A.D. 2018.

_____
CLERK OF THE CIRCUIT COURT

COUNTY TAX COLLECTOR CERTIFICATE

TAX IDENTIFICATION NUMBERS:
00-00-31-142A-0011-0000, 00-00-31-142A-0012-0000, 00-00-31-142A-0013-0000
00-00-31-142A-0014-0000, 00-00-31-142A-0015-0000, 00-00-31-142A-0016-0000,
00-00-31-142A-0017-0000, 00-00-31-142A-0018-0000, 00-00-31-142A-0019-0000,
00-00-31-142A-0029-0000, 00-00-31-142A-0030-0000, 00-00-31-142A-0031-0000,
00-00-31-142A-0032-0000, 00-00-31-142A-0033-0000, 00-00-31-142A-0034-0000,
00-00-31-142A-0035-0000, 00-00-31-142A-0036-0000, 00-00-31-142A-0037-0000
00-00-31-142A-0038-0000, 00-00-31-142A-0039-0000, 00-00-31-142A-0040-0000,
00-00-31-142A-0041-0000, 00-00-31-142A-0042-0000, 00-00-31-142A-0043-0000
00-00-31-142A-0044-0000, 00-00-31-142A-0045-0000, 00-00-31-142A-000A-0000,
00-00-31-142A-0008-0000, 00-00-31-142A-000C-0000, 12-3N-29-0000-0092-0000
00-00-31-142A-0020-0000.

I, THE UNDERSIGNED, DO HEREBY AFFIRM THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE ARE NO UNPAID REAL PROPERTY TAXES APPLICABLE TO THE LANDS SUBJECT TO THIS PLAT:

SIGNED THIS _____ DAY OF _____, A.D. 2018.

_____
TAX COLLECTOR
NASSAU COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'s) HAVE BEEN SET ACCORDING TO CHAPTER 177.091 (7); AND THAT PERMANENT CONTROL POINTS (P.C.P.'s) WILL BE SET ACCORDING TO THE CHAPTER 177.091 (8); ALL ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND NASSAU COUNTY.

SIGNED THIS _____ DAY OF _____, A.D. 2018.

_____
MICHAEL A. MANZIE, P.L.S.
FLORIDA CERTIFICATE No. 4069

MANZIE & DRAKE LAND SURVEYING
117 SOUTH 9TH STREET
FERNANDINA BEACH, FL 32034
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"

CERTIFICATE OF REVIEW BY CITY EMPLOYED/CONTRACTED SURVEYOR/MAPPER

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, F.S., AND THAT I AM EMPLOYED BY OR UNDER CONTRACT TO THE APPROPRIATE LOCAL GOVERNING BODY AND ACTING HERETO AS AN AGENT THEREOF. THIS LIMITED CERTIFICATION AS TO FACIAL CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, F.S., IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING / MAPPING REFLECTED ON THIS PLAT.

_____ _____
SURVEYOR / MAPPER — DATE

PRINT NAME: _____

FLORIDA REGISTRATION NO.: _____

LEGEND

O.R.B. = OFFICIAL RECORDS BOOK
P.I.N. = PARCEL IDENTIFICATION NUMBER
L.B. = LICENSED BUSINESS
S.F. = SQUARE FEET
AC. = ACRE

SURVEYOR'S NOTES

1.) ⊡ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) SET WITH IDENTIFICATION "MANZIE LB 7039".
◉ DENOTES PERMANENT CONTROL POINT (P.C.P.) SET WITH IDENTIFICATION "LB 7039".

2.) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF S82°57'15"E FOR THE SOUTHERLY RIGHT-OF-WAY LINE OF THIRD STREET AND IS INDICATED HEREON AS (BR).

3.) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X" AS PER F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 12089C 0241 G, DATED 08/05/2017.

4.) "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 NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

5.) 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 AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.

6.) NO FURTHER SUBDIVISION OF LOTS IS ALLOWED UNLESS SUCH SUBDIVISION CONFORMS TO CITY OF FERNANDINA BEACH SUBDIVISION REGULATIONS AND BE APPROVED BY THE CITY OF FERNANDINA BEACH.

7.) THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS OF THE DATE OF RECORDING IS "PUD".

8.) BUILDING SETBACK REQUIREMENTS FOR THIS SUBDIVISION ZONED "PUD", ARE AS FOLLOWS:
FRONT = 20' SIDE = 0' REAR = 10'
MAXIMUM BUILDING HEIGHT FOR THIS SUBDIVISION ZONED "PUD" IS 45 FEET, WITH NO INCREASE IN SIDEYARD SETBACK REQUIREMENT.

9.) THE LANDS SHOWN HEREON ARE LOCATED WITHIN STORM SURGE CATEGORY 3, 4 & 5 , AS SCALED FROM STORM SURGE ATLAS VOLUME 1, PLATE 3, NASSAU COUNTY, FLORIDA, AS PER S.L.O.S.H. (SEA, LAKE, AND OVERLAND SURGES FROM HURRICANES).

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number "LB 7039"

"OUR *SIGHTS* ARE ON THE FUTURE, SET YOUR *SITES* ON US."

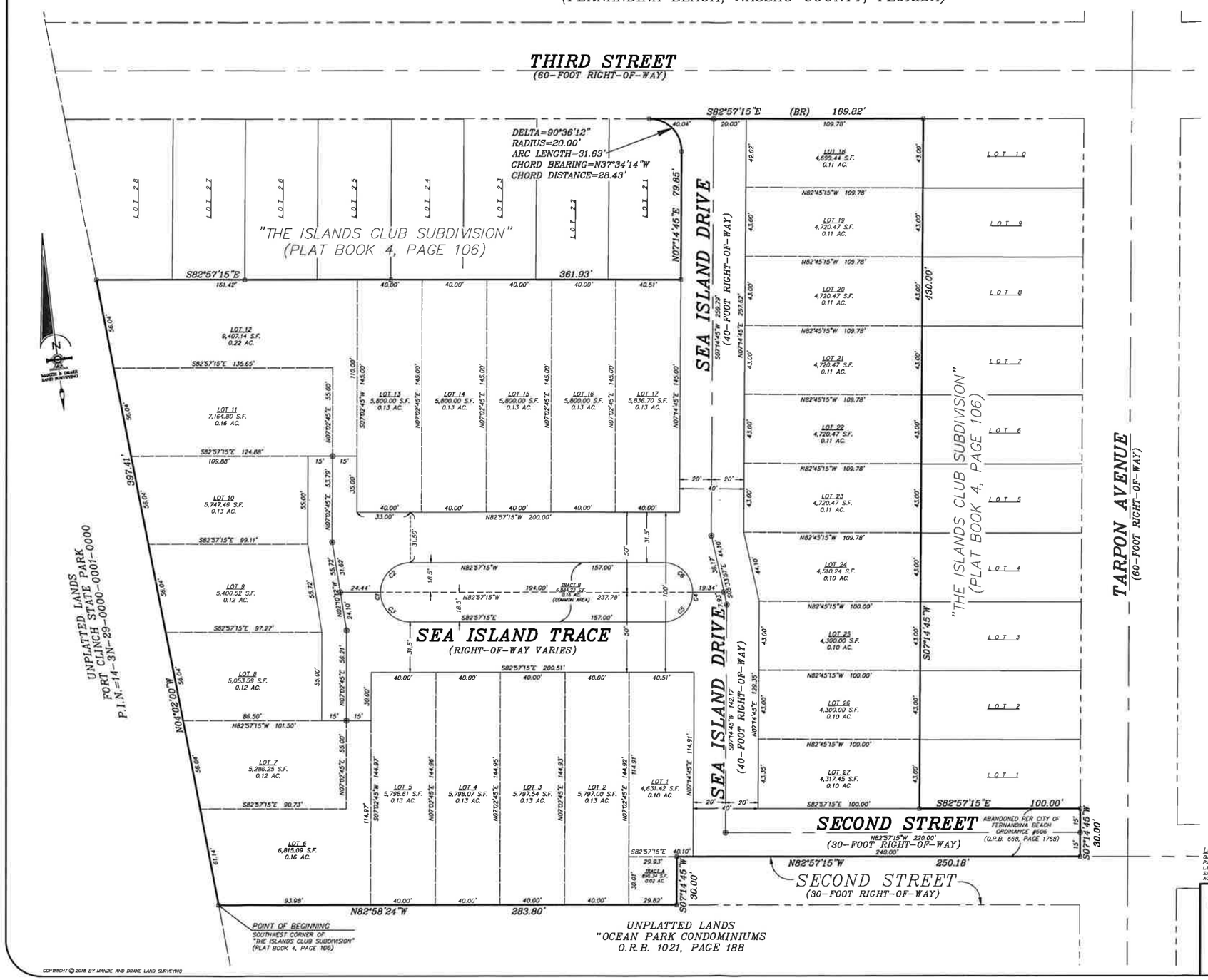
COPYRIGHT © 2018 BY MANZIE AND DRAKE LAND SURVEYING

\\Computer\s\Civil 3D Projects\16429 ISLANDS CLUB SUB\16429-PLAT.dwg

FIRST REPLAT OF THE ISLANDS CLUB SUBDIVISION

PLAT BOOK ____ PAGE ____
SHEET 2 OF 2 SHEETS

A REPLAT OF A PORTION OF "THE ISLANDS CLUB SUBDIVISION" AS RECORDED IN PLAT BOOK 4, PAGE 106 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECOND STREET THAT LIES WESTERLY OF TARPON AVENUE.
(FERNANDINA BEACH, NASSAU COUNTY, FLORIDA)



LEGEND
O.R.B. = OFFICIAL RECORDS BOOK
P.I.N. = PARCEL IDENTIFICATION NUMBER
L.B. = LICENSED BUSINESS
S.F. = SQUARE FEET
AC. = ACRE

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
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Certificate of Authorization Number "LB 7039"
"OUR *SIGHTS* ARE ON THE FUTURE, SET YOUR *SITES* ON US."

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CONSTRUCTION CONTRACT NO.

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

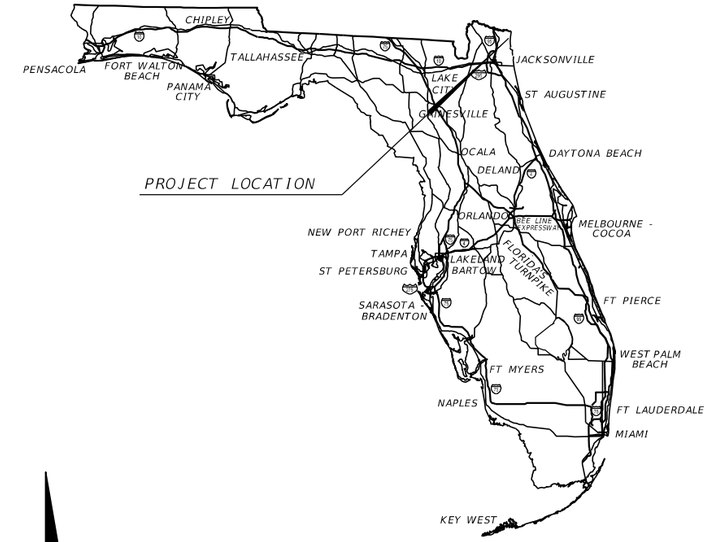
CITY OF FERNANDINA BEACH

CONTRACT PLANS

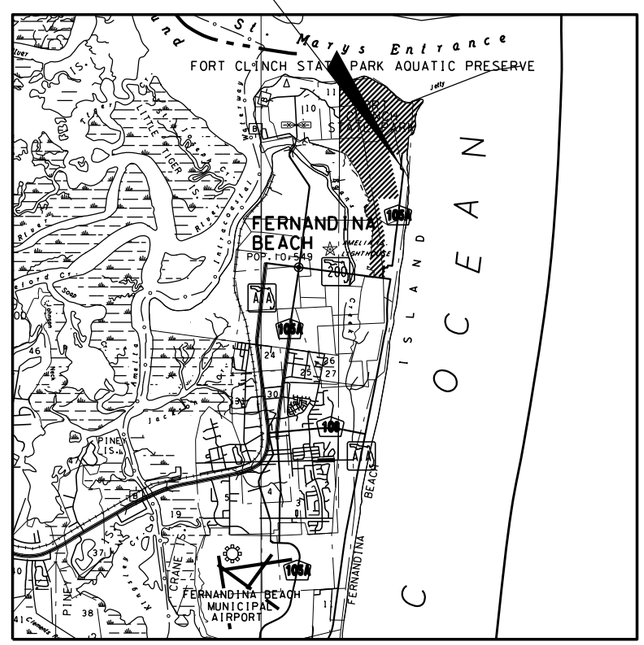
ISLANDS CLUB

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	PROJECT NOTES
3	LOT SURVEY - BY MANZIE & DRAKE
4	PRE-DEVELOPMENT DRAINAGE PLAN
5	POST-DEVELOPMENT DRAINAGE PLAN
6 - 7	PLAN & PROFILE SHEETS
8	GRADING PLAN
9	SIGNING AND MARKING / LIGHTING PLAN
10	TYPICAL SECTIONS
11 - 12	MISCELLANEOUS DETAILS
13	WATER / SEWER DETAILS
14	LANDSCAPING PLAN



PROJECT LOCATION



N

0 1 2
Miles

SHOP DRAWINGS
TO BE SUBMITTED TO:

DANIEL I. MCCRANIE, P.E.
MCCRANIE & ASSOCIATES, INC.
3 SOUTH 2ND STREET
FERNANDINA BEACH, FL. 32034

PLANS PREPARED BY:

M&A
McCranie & Associates, Inc.

3 SOUTH 2ND STREET
FERNANDINA BEACH, FL. 32034
TEL. NO. (904) 335-8586
DAN@MCCRANIE-ENGINEERS.COM
CERTIFICATE OF AUTHORIZATION NO. 8269

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

FINAL PLANS
FEB 2018

ROADWAY PLANS
ENGINEER OF RECORD: DANIEL I MCCRANIE, PE

P.E. NO.: 50627

SHEET NO.

1

GENERAL NOTES

SITE / GEOMETRY

1. ALL WORK SHALL BE PERFORMED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF O.S.H.A. SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES, AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. ALL COSTS ASSOCIATED WITH COMPLYING WITH O.S.H.A. REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTOR'S PRICE FOR PERFORMING THE WORK.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE JOB SITE PRIOR TO PREPARING THE BID FOR THE PURPOSE OF FAMILIARIZING HIMSELF WITH THE NATURE AND THE EXTENT OF THE WORK AND LOCAL CONDITIONS, EITHER SURFACE OR SUBSURFACE, WHICH MAY AFFECT THE WORK TO BE PERFORMED, AND THE EQUIPMENT, LABOR AND MATERIALS REQUIRED. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF COMPLETE PERFORMANCE UNDER THIS CONTRACT. THE CONTRACTOR IS URGED TO TAKE COLOR PHOTOGRAPHS ALONG THE ROUTE OF THIS PROJECT TO RECORD EXISTING CONDITIONS PRIOR TO CONSTRUCTION, AND TO AID IN RESOLVING POSSIBLE FUTURE COMPLAINTS THAT MAY OCCUR DUE TO CONSTRUCTION OF THE PROJECT. ALL COSTS ASSOCIATED WITH PRELIMINARY INVESTIGATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

3. ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE DEVELOPER.

4. ELEVATIONS ARE BASED ON U.S.C.& G. DATUM 1988 NAVD.

5. TOPOGRAPHIC AND BOUNDARY INFORMATION WAS PROVIDED BY: MANZIE & DRAKE LAND SURVEYORS (904)491-5700

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BUILDING, RIGHT-OF-WAY PERMITS NOT PROVIDED, AND INSURANCE REQUIRED FOR THE PROJECT.

7. THE CONTRACTOR SHALL COORDINATE THE WORK WITHIN COUNTY OR STATE RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC AND METHOD OF CONSTRUCTION & REPAIR.

8. THE CONTRACTOR SHALL ADVISE THE OWNER'S AUTHORIZED REPRESENTATIVE OF PLANNED WORK SCHEDULE. THE CONTRACTOR SHALL COORDINATE THEIR CONSTRUCTION WITH ALL OTHER CONTRACTORS. IN THE EVENT OF ANY CONFLICT WHATSOEVER, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD, AND THE OWNER PRIOR TO PROCEEDING WITH CONSTRUCTION.

9. "AS-BUILT" DRAWINGS - AS-BUILTS ARE REQUIRED TO BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR. THEREFORE, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTRACT WITH A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR THE PREPARATION, FIELD LOCATIONS, CERTIFICATION, AND SUBMITTAL OF AS-BUILT DRAWINGS.

10. "AS-BUILT" RECORD DATA AND INFORMATION SHALL BE MAINTAINED BY THE CONTRACTOR. RECORD DRAWINGS SHALL BE SUPPLIED TO THE ENGINEER OF RECORD AND CITY OF FERNANDINA BEACH.

11. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS. IF A MONUMENT IS DISTURBED, THE CONTRACTOR SHALL CONTRACT WITH THE SURVEYOR OF RECORD FOR REINSTALLATION OF THE MONUMENT.

12. ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE DISPOSED OF OFF-SITE BY CONTRACTOR ON A DAILY BASIS.

13. ALL EXCESS SUITABLE AND UNSUITABLE MATERIALS SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE ENGINEER OR RECORD.

14. ALL EXISTING TREES LISTED TO REMAIN SHALL BE PRESERVED AND PROTECTED.

15. THE LOCATION OF ALL EXISTING UTILITIES, STRUCTURES, AND IMPROVEMENTS ON THE DRAWINGS ARE BASED ON LIMITED INFORMATION AND MAY NOT HAVE BEEN FIELD VERIFIED. THE LOCATIONS ARE APPROXIMATE. THE CONTRACTOR SHALL NOTIFY RESPECTIVE UTILITY OWNERS AND FIELD VERIFY LOCATIONS OF EXISTING UTILITIES AND OTHER IMPROVEMENTS PRIOR TO COMMENCING ANY CONSTRUCTION. IF THE LOCATIONS SHOWN ARE CONTRARY TO ACTUAL FIELD LOCATIONS, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF THE DISCREPANCY. THE DISCREPANCY SHOULD BE RESOLVED PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING IN AREAS NEAR EXISTING UTILITY IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR REPAIRS OR PAYMENTS FOR ALL DAMAGE MADE TO EXISTING UTILITIES OR OTHER IMPROVEMENTS. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL GRADES, INVERTS, AND TYPE OF MATERIAL OF EXISTING UTILITIES TO WHICH THEY SHALL CONNECT.

16. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER OF RECORD ON ALL MATERIALS, FOR REVIEW AND APPROVAL, PRIOR TO PURCHASE OR CONSTRUCTION OF ANY UTILITY OR STRUCTURE.

17. UNSUITABLE MATERIALS UNDER WATER, SEWER, OR STORM PIPE AND/OR STRUCTURES SHALL BE REMOVED AND REPLACED WITH SELECTED BACKFILL COMPACTED TO 98% OF IT'S MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D1557).

18. ALL WATER & SEWER CONSTRUCTION SHALL BE ACCOMPLISHED BY AN UNDERGROUND UTILITY CONTRACTOR LICENSED UNDER THE PROVISIONS OF CHAPTER 489 FLORIDA STATUTES.

19. WHEN DEWATERING CAPACITY REQUIRES A PERMIT (CUP), IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE PERMIT THROUGH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

20. WATER MAINS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SANITARY HAZARD. THE DISTANCE SHALL BE MEASURED EDGE TO EDGE. WHERE PARALLEL WATER AND SEWER MAINS HAVE LESS THAN 10 FOOT HORIZONTAL SEPARATION, 20 FOOT LENGTHS OF C900 (DR18) WATER QUALITY PIPE SHALL BE USED WITH THE JOINTS STAGGERED AT 10 FOOT INTERVALS. THE PIPES SHALL BE PLACED IN SEPARATE TRENCHES WITH THE WATER MAIN AT LEAST 18 INCHES ABOVE THE SEWER. 6" MIN VERTICAL SEPARATION IS REQUIRED WITH50 FT JOINT (C-900 WATER MAIN) CENTERED AND MINIMUM 30" BURY IS REQUIRED.

21. WATER MAINS CROSSING SANITARY HAZARDS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER MAIN. WHERE WATER AND SEWER MAINS CROSS WITH BETWEEN 18 INCHES AND 6 INCHES OF VERTICAL CLEARANCE, A 20 FOOT SECTION OF C900 (DR18) WATER QUALITY PIPE SHALL BE CENTERED ON THE POINT OF THE CROSSING. THE CONTRACTOR SHALL FIELD VERIFY THE VERTICAL SEPARATION. THE MINIMUM SEPARATION BETWEEN WATER AND SEWER PIPES IS TO BE 6 INCHES OUTSIDE DIAMETER TO OUTSIDE DIAMETER.

22. NO WATER MAIN PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SEWER MANHOLE.

23. UF COPPER TRACER WIRE SHALL BE PROVIDED ON ALL WATER MAINS AND FORCE MAINS. TRACER WIRE SHALL BE A MINIMUM OF 14 GUAGE SOLID COPPER WIRE, COATED, AND SUITABLE FOR BURIAL. WIRE SHALL BE ATTACHED DIRECTLY TO TOP OF PIPE AND BROUGHT INTO EACH VALVE BOX AND COILED TO ALLOW FOR EASY ACCESS AND EXTENSION ABOVE FINISHED GRADE FOR ATTACHMENT OF LOCATING EQUIPMENT.

24. ALL PIPE LENGTHS ARE APPROXIMATE DIMENSIONS. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM WITH TYPICAL SECTIONS AND DETAILS AS SHOWN ON THE MISCELLANEOUS DETAILS SHEET AND IN ACCORDANCE WITH THE SPECIFICATIONS.

25. ALL UNDERGROUND UTILITIES MUST BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT.

26. GRADES SHOWN ON PLANS ARE EDGE OF PAVEMENT FINISHED GRADES UNLESS OTHERWISE NOTED.

27. SHOULD THE SURFACE OR SUBSURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD.

28. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED AND MULCHED UNLESS OTHERWISE SPECIFICALLY STATED.

29. THE CONTRACTOR IS RESPONSIBLE FOR THE CONTROL OF SEDIMENT-LADEN RUNOFF RESULTING FROM STORM EVENTS DURING THE CONSTRUCTION PHASE. EROSION CONTROL FACILITIES SHOULD BE INSTALLED EARLY DURING THE CONSTRUCTION PERIOD SO AS TO PREVENT THE TRANSPORT OF SEDIMENT INTO SURFACE WATERS. RE-VEGETATION AND STABILIZATION OF DISTURBED AREAS SHOULD BE ACCOMPLISHED IMMEDIATELY TO REDUCE THE POTENTIAL FOR FURTHER SOIL EROSION.

30. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD BEFORE COMMENCING WORK.

31. MINIMUM COVER OVER PIPES SHALL BE 36" UNLESS OTHERWISE INDICATED.

32. ALL UNDERGROUND UTILITY COMPANIES SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.

33. IN ADDITION TO THE SPECIFICATIONS AND DETAILS PROVIDED FOR THIS CONTRACT, THE CITY OF FERNANDINA BEACH ROADWAY AND DRAINAGE STANDARDS (LATEST REVISION) SHALL ALSO BE USED FOR ANY ITEMS NOT COVERED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A SET OF ROADWAY AND DRAINAGE STANDARDS FROM THE CITY FERNANDINA BEACH.

34. BACKFILL MATERIAL SHALL BE COMPACTED TO 100% (| 2%) PER NASSAU COUNTY REQUIREMENTS UNDER EXISTING AND PROPOSED ROADWAYS.

35. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER OF RECORD.

36. STATIONING REFERS TO THE CENTERLINE OF THE ROADWAY EXCEPT AS NOTED ON PLANS. WHERE PAVEMENT SPLITS, THE STATIONING FOLLOWS THE INSIDE EDGE OF PAVEMENT UNTIL ROADWAY TRANSITIONS BACK TO THE TYPICAL ROADWAY SECTION

37. ALL CONSTRUCTION, MATERIAL, AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH NASSAU COUNTY STANDARDS.

38. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS, LATEST EDITION. INSTALL PAVEMENT MARKINGS IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 17346.

WATER NOTES

1. WATER MAINS SHALL HAVE A MINIMUM OF 36" COVER UNDER PAVEMENT OR 30" COVER FROM FINISHED GRADE UNLESS OTHERWISE SHOWN. ALL WATER MAINS SHALL BE FLUSHED IN ACCORDANCE WITH, AND UNDER THE DIRECTION OF THE UTILITY COMPANY.

2. THRUST RESTRAINTS ARE REQUIRED IN ACCORDANCE WITH THE UTILITY COMPANY STANDARDS WHERE WATER MAINS ARE TERMINATED AND AT ALL BENDS AND TEES.

3. TIE RODS SHALL BE INSTALLED ON ALL VALVES LOCATED AT FITTINGS. ALL 10" AND LARGER VALVES SHALL REQUIRE FOUR (4) TIE RODS.

4. UNLESS OTHERWISE NOTED, WATER MAINS ARE TO BE PVC DR18, C-900, CLASS 150.

5. ALL WATER MAINS SHALL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA C-600-87, AND OR CITY OF FB UTILITIES APPLICABLE STANDARDS AND SPECIFICATIONS. ALL WATER MAIN DISINFECTION SHALL BE IN ACCORDANCE WITH AWWA C651 AND OR CITY OF FB UTILITIES APPLICABLE STANDARDS AND SPECIFICATIONS. NO CONNECTION TO EXISTING POTABLE WATER SYSTEM SHALL BE ALLOWED UNTIL ALL PROPOSED WATER MAINS HAVE BEEN PRESSURE TESTED, DISINFECTED, AND CLEARED FOR SERVICE. THE UTILITY COMPANY'S AUTHORIZED REPRESENTATIVE MUST BE NOTIFIED 48 HOURS PRIOR TO PERFORMING THE PRESSURE TEST AND MUST BE PRESENT.

6. THE CONTRACTOR SHALL AVOID SERVICE INTERRUPTIONS AND MAINTAIN ANY EXISTING WATER SERVICE TO MEET THE SYSTEM DEMANDS AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION OF AFFECTED CUSTOMERS OF THE UTILITY A MINIMUM OF 48 HOURS IN ADVANCE OF ANY INTERRUPTION OF SERVICE. BOIL WATER NOTICES SHALL BE DELIVERED IN ACCORDANCE WITH THE UTLITY COMPANY BOIL WATER NOTICE REQUIREMENTS.

7. ALL MAIN FLUSHING POINTS SHALL BE SAME SIZE AS MAIN UP TO 8 INCH WATER MAINS. FLUSHING POINTS FOR MAINS LARGER THAN 8 INCH SHALL BE REDUCED TO 8 INCH.

8. ALL WATER MAINS SHALL BE DISINFECTED USING LIQUID CHLORINE OR HYPOCHLORITES IN ACCORDANCE TO AWWA C651-86. WATER IN MAIN SHALL MAINTAIN A CHLORINE RESIDUAL OF 50 MG/L FOR A MINIMUM OF 24 HOURS. WATER MAIN SHALL NOT BE PLACED IN SERVICE UNTIL CLEARANCE HAS BEEN PROVIDED BY THE APPROPRIATE REGULATING AGENCY AND THE CITY OF FERNANDINA BEACH UTILITIES.

9. IF SOLVENT CONTAMINATION IS FOUND IN THE PIPE TRENCH, WORK SHALL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED. BASED ON APPROVAL OF THE PERMITTING AGENCY, DUCTILE IRON PIPE, FITTINGS, AND SOLVENT RESISTANT GASKET MATERIAL SUCH AS FLUOROCARBON SHALL BE USED IN THE CONTAMINATED AREA. THE DUCTILE IRON PIPE SHALL EXTEND AT LEAST 100 FEET BEYOND ANY SOLVENT NOTED. ANY CONTAMINATED SOIL THAT IS EXCAVATED SHALL BE PLACED ON AN IMPERMEABLE MAT AND COVERED WITH A WATER PROOF COVERING. THE PROPER AUTHORITIES WILL BE NOTIFIED AND THE CONTAMINATED SOIL HELD FOR PROPER DISPOSAL.

10. 2" FLUSHING HYDRANTS SHALL BE INSTALLED AT ALL DEAD END LINES AND MAIN LINE STUB-OUTS.

11. A SEPARATE WATER SERVICE SHALL BE REQUIRED FOR EACH UNIT SERVED AND SHALL BE INSTALLED 2 FEET EITHER SIDE OF PROPERTY LINE. ALL WATER SERVICES SHALL BE MARKED WITH A "W" ETCHED ON THE CURB. ALL VALVES SHALL BE MARKED WITH A "V" ETCHED ON THE CURB.

12. ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH THE UTILITY COMPANY'S STANDARDS.

13. ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED AT THE CONSUMER'S METER OR AT THE PROPERTY LINE WHEN A METER IS NOT USED.

14. BACKFLOW PREVENTION ASSEMBLIES SHALL BE TESTED BY A STATE OF FLORIDA QUALIFIED BACKFLOW TECHNICIAN. SUBMIT BACKFLOW ASSEMBLY TEST REPORTS TO THE CITY OF FERNANDINA BEACH UTILITY DEPARTMENT. BACKFLOW PREVENTION ASSEMBLIES SHALL BE SELECTED AND INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF CITY OF FERNANDINA BEACH DESIGN STANDARDS.

15. CONTACT THE CITY OF FERNANDINA BEACH UTILITY DEPARTMENT TO SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO BEGINNING CONSTRUCTION.

SEWER NOTES

1. THE CONTRACTOR SHALL PROVIDE, TO THE ENGINEER OF RECORD , A SCHEDULE OF INVERT ELEVATIONS OF ALL SANITARY MANHOLES PRIOR TO THE PLACEMENT OF THE LIME ROCK BASE COURSE. THIS SCHEDULE TO BE PROVIDED BY THE REGISTERED LAND SURVEYOR SUBMITTING THE "AS-BUILT" DRAWINGS FOR THIS PROJECT.

2. SANITARY SEWER SERVICES SHALL BE 6"PVC WITH A MINIMUM SLOPE OF 0.006 FEET PER FOOT AND SHALL BE TERMINATED AT THE RIGHT-OF-WAY LINE WITH A DEPTH OF 24" TO 48" FROM THE FINAL FINISHED GRADE OF THE DEVELOPED LOTS. DEPTHS GREATER THAN 48" FROM FINAL FINISHED GRADE SHALL BE READJUSTED BY THE DEVELOPER AT HIS COST.

3. ALL MANHOLE FRAMES AND COVERS TO BE ADJUSTED TO FINAL FINISHED GRADE.

4. A SEPARATE SEWER SERVICE (6" MIN.) SHALL BE PROVIDED TO THE RIGHT-OF-WAY FOR EACH LOT BEING SERVED. AN "S" SHALL BE ETCHED INTO THE CURB DIRECTLY OVER EACH SERVICE LINE OR IN THE STREET SIDE OF A SIDEWALK IN LINE WITH THE CLEANOUT.

5. GRAVITY SEWER TO BE GREEN IN COLOR

6. NEW GRAVITY SEWER SYSTEM SHALL BE PLUGGED AT NEAREST EXISTING DOWNSTREAM MANHOLE AND SHALL NOT BE REMOVED WITHOUT AUTHORIZATION FROM THE CITY OF FB UTILITIES. EXISTING MANHOLES TO BE COREBORED AND ARRANGEMENTS MADE TO BE REFURBISHED WITH COMPATIBLE MATERIALS IF THE EXISTING MANHOLE IS ALLOWED TO BE USED.

7. FINISHED FLOOR ELEVATIONS SHALL BE GREATER (HIGHER) THAN THE ELEVATION OF THE MANHOLE NEAREST THE SERVICE LATERAL IN ORDER TO AVOID A POTENTIAL BACKUP OF SEWERAGE IN THE HOUSE OR BUILDING.

8. FORCE MAIN MUST PASS A PRESSURE TEST PRIOR TO ACCEPTANCE OF THE SYSTEM. THE PRESSURE TEST SHALL COMPLY WITH AWWA C-600 SECTION 4.1 STANDARD FOR HYDROSTATIC TESTING. PRESSURE TEST MUST BE WITNESSED AND APPROVED BY AN AUTHORIZED THE UTLITY COMPANY REPRESENTATIVE.

9. ALL GRAVITY SEWER PIPE (WITH LATTERALS) TO A 12 FOOT DEPTH OF COVER SHALL BE ASTM D3034 SDR-26 PVC PIPE. GRAVITY SEWER PIPE WITH COVER OF 12 FEET (AND IN EASMENT) AND GREATER SHALL BE C900-DR18 OR SDR-26. JOINT SHALL BE OF THE BELL AND SPIGOT TYPE AND MEET THE REQUIREMENTS OF THE PIPE REFFERED BEING USED.

10. WHEN A PROPERTY LINE CAN NOT BE DEFINED, THE SEWER CLEANOUT SHALL BE PLACED IN AN UNPAVED AREA AT A DISTANCE NO GREATER THAN 30 FEET FROM THE SEWER MAIN.

11. ALL GRAVITY SEWER MAINS SHALL BE DEFLECTION TESTED WITH A 5% MANDREL AS SUPPLIED BY THE CONTRACTOR AND CERTIFIED TO ACCURACY EACH YEAR. CERTIFICATION OF ACCURACY SHALL BE PROVIDED TO CITY OF FB UTILITIES. THE SEWER LINES TO BE TV INSPECTED AND THE ALIGNMENT BETWEEN MANHOLES CHECKED BY USING LIGHTS, LASER BEAMS OR OTHER SUITABLE MEANS.

12. FRAME AND COVER ADJUSTMENT RINGS SHALL BE MANUFACTURED OF THE SAME MATERIAL AS THE MANHOLES.

13. SEWER PLUGS USED DURING THE CONSTRUCTION OR CONNECTION TO A SYSTEM SHALL HAVE THE CONTRACTOR'S NAME PERMANENTLY STAMPED.

14. THE MANHOLE LINER SHALL BE DESIGNED AND FABRICATED TO BE INSTALLED VERTICALLY INSIDE AN EXISTING MANHOLE, AND SHALL NOT BE LOAD BEARING STRUCTURE. THE ANNULAR SPACE BETWEEN THE OUTSIDE DIAMETER OF THE LINER AND INSIDE DIAMETER OF THE EXISTING MANHOLE WALL SHALL BE FILLED WITH COAL TAR.

15. IN ACCORDANCE WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REQUIREMENTS, LEAKAGE TESTING SHALL BE PERFORMED ON ALL SEGMENTS OF THE SEWER SYSTEM. TESTING MAY INCLUDE APPROPRIATE WATER OR LOW PRESSURE AIR TESTING. TEST METHODS SHALL TAKE INTO CONSIDERATION THE RANGE IN GROUNDWATER ELEVATIONS DURING THE TEST AND ANTICIPATED DURING THE DESIGNED LIFE OF THE SEWER. LEAKAGE TESTING BASED ON THE WATER (HYDROSTATIC) TEST SHALL NOT EXCEED 200 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY FOR ANY SECTION OF THE SYSTEM USING A MINIMUM POSITIVE HEAD OF 2 FEET. LEAKAGE TESTING BASED ON THE LOW PRESSURE AIR TEST SHALL, AS A MINIMUM, CONFORM TO THE TEST PROCEDURE DESCRIBED IN ASTM F-1417.

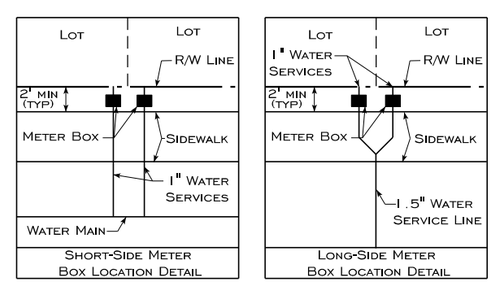
16. MINIMUM COVER FOR FORCE MAINS IS 30" IN UNPAVED AREAS AND 36" IN PAVED AREAS OR DUCTILE IRON PIPE CASING\ CONCRETE ENCASEMENT AS SPECIFIED.

17. ALL LINED FORCE MAIN FITTINGS SHALL BE HOLIDAY TESTED FOR DEFECTS PRIOR TO INSTALATION.

LEGEND

- EXISTING VALVE
- EXISTING WATER LINE
- EXISTING SANITARY SEWER
- EXISTING FIRE HYDRANT
- PROPOSED SANITARY SEWER
- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- EXISTING EDGE OF PAVEMENT
- EXISTING PROPERTY LINE
- PROPOSED SPOT ELEVATION
- PROPOSED CONTOUR
- PROPOSED EDGE OF PAVEMENT
- PROPOSED PROPERTY LINE
- PROPOSED R.O.W. LINE
- EXISTING TREE
- EXISTING CONTOUR
- SILT FENCE

UTILITY CONNECTION DETAIL



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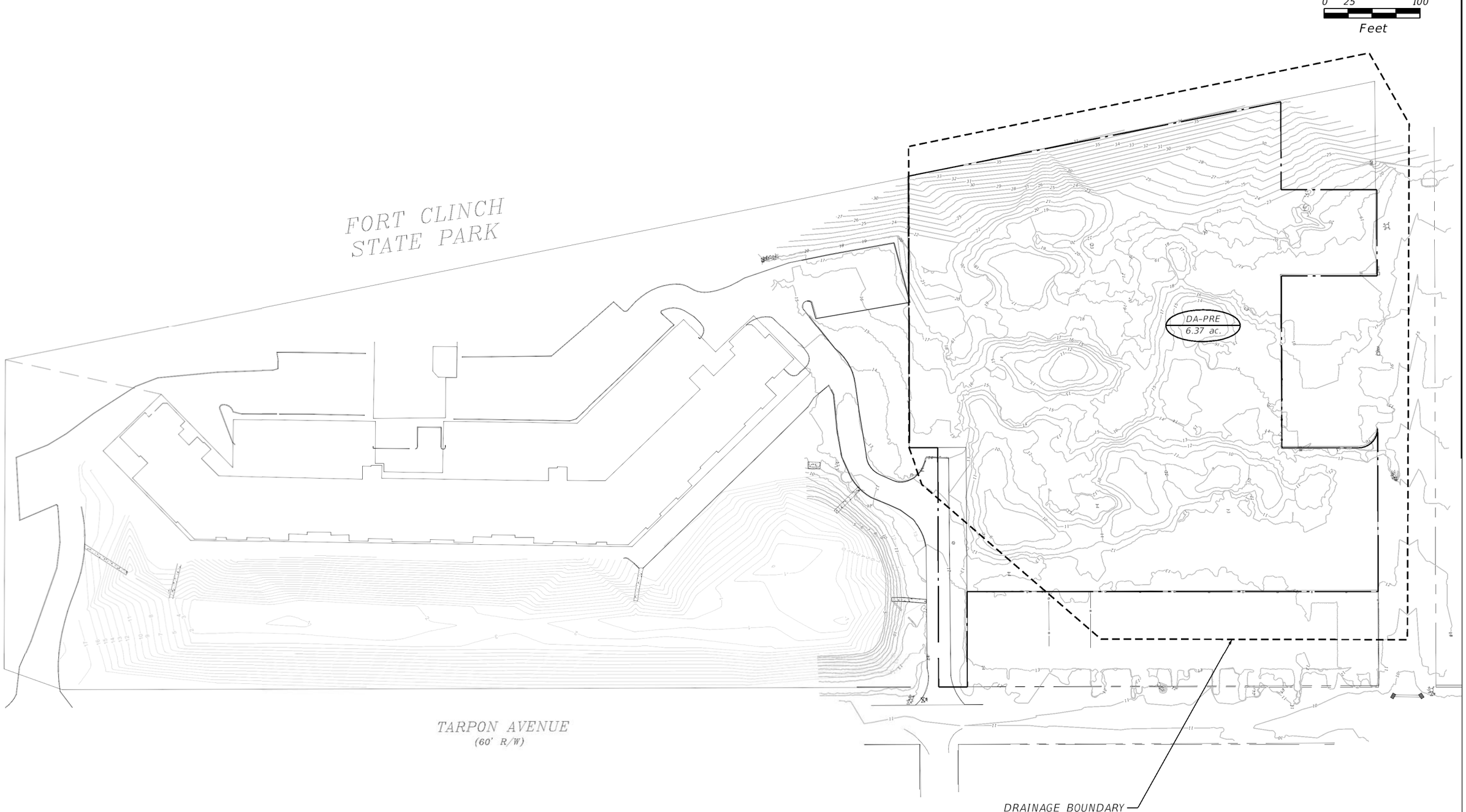
ISLANDS CLUB
FERNANDINA BEACH, FLORIDA

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	NASSAU	

PROJECT NOTES

SHEET NO. 2



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PRE-DEVELOPMENT DRAINAGE PLAN

SHEET NO. 4

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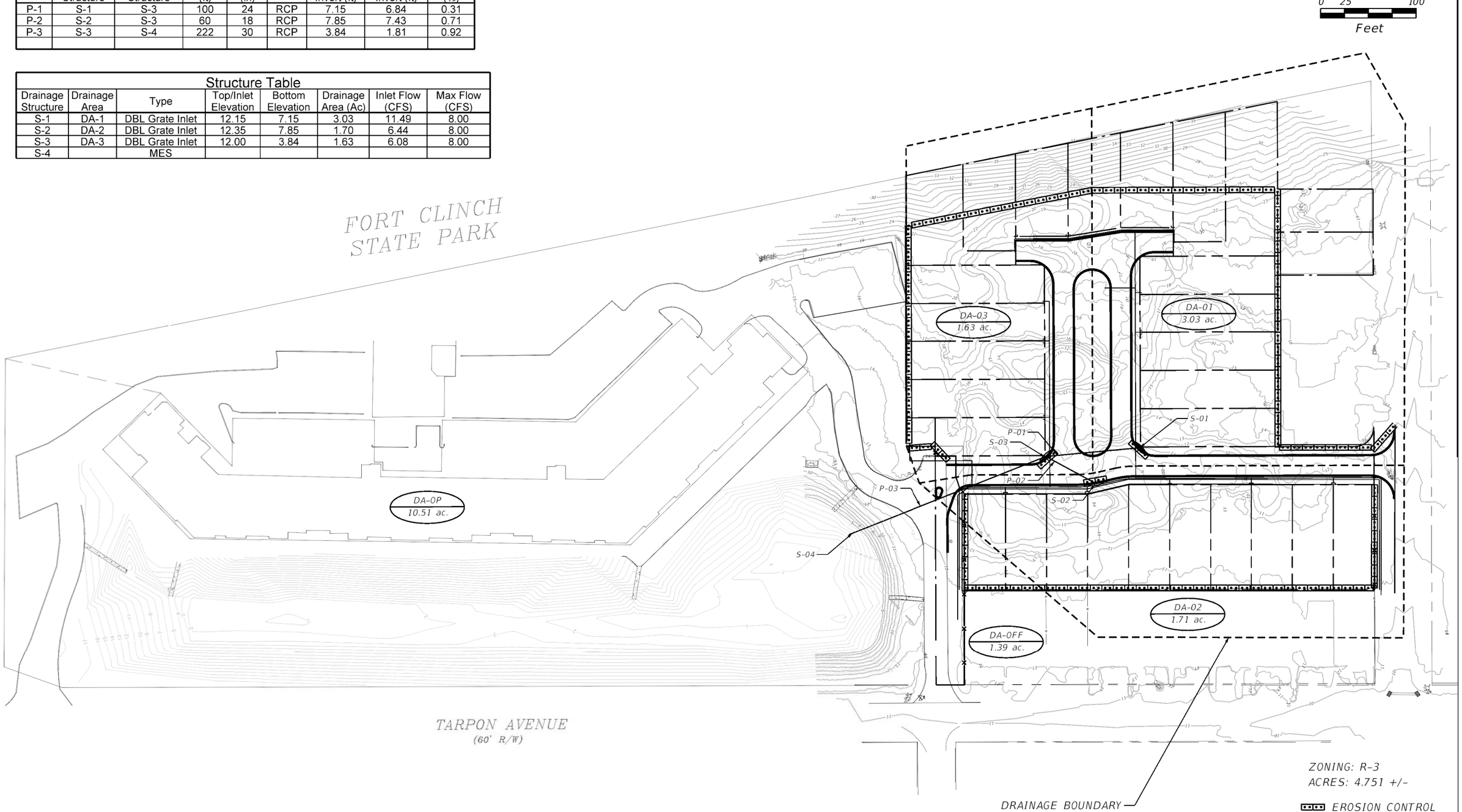
P-1	S-1	S-3	100	24	RCP	7.15	6.84	0.31
P-2	S-2	S-3	60	18	RCP	7.85	7.43	0.71
P-3	S-3	S-4	222	30	RCP	3.84	1.81	0.92

Structure Table

Drainage Structure	Drainage Area	Type	Top/Inlet Elevation	Bottom Elevation	Drainage Area (Ac)	Inlet Flow (CFS)	Max Flow (CFS)
S-1	DA-1	DBL Grate Inlet	12.15	7.15	3.03	11.49	8.00
S-2	DA-2	DBL Grate Inlet	12.35	7.85	1.70	6.44	8.00
S-3	DA-3	DBL Grate Inlet	12.00	3.84	1.63	6.08	8.00
S-4		MES					



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POST-DEVELOPMENT DRAINAGE PLAN

SHEET NO. 5

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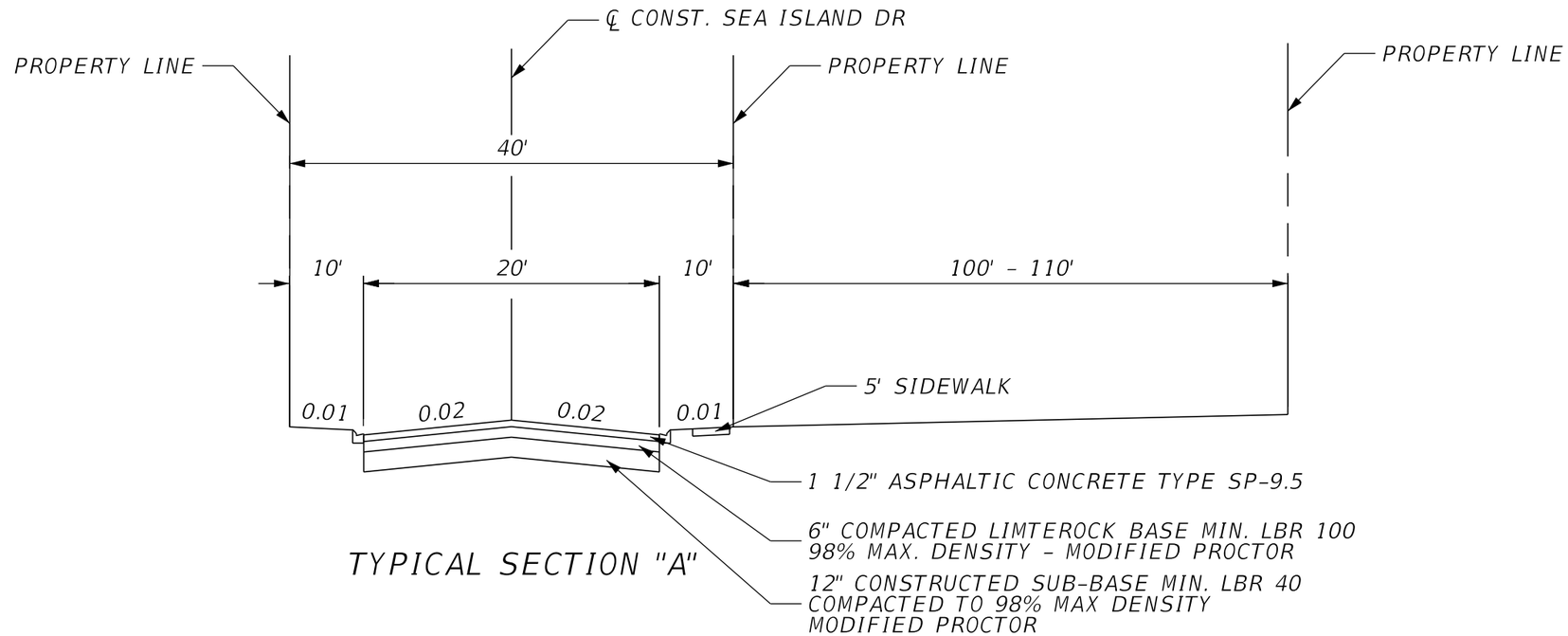
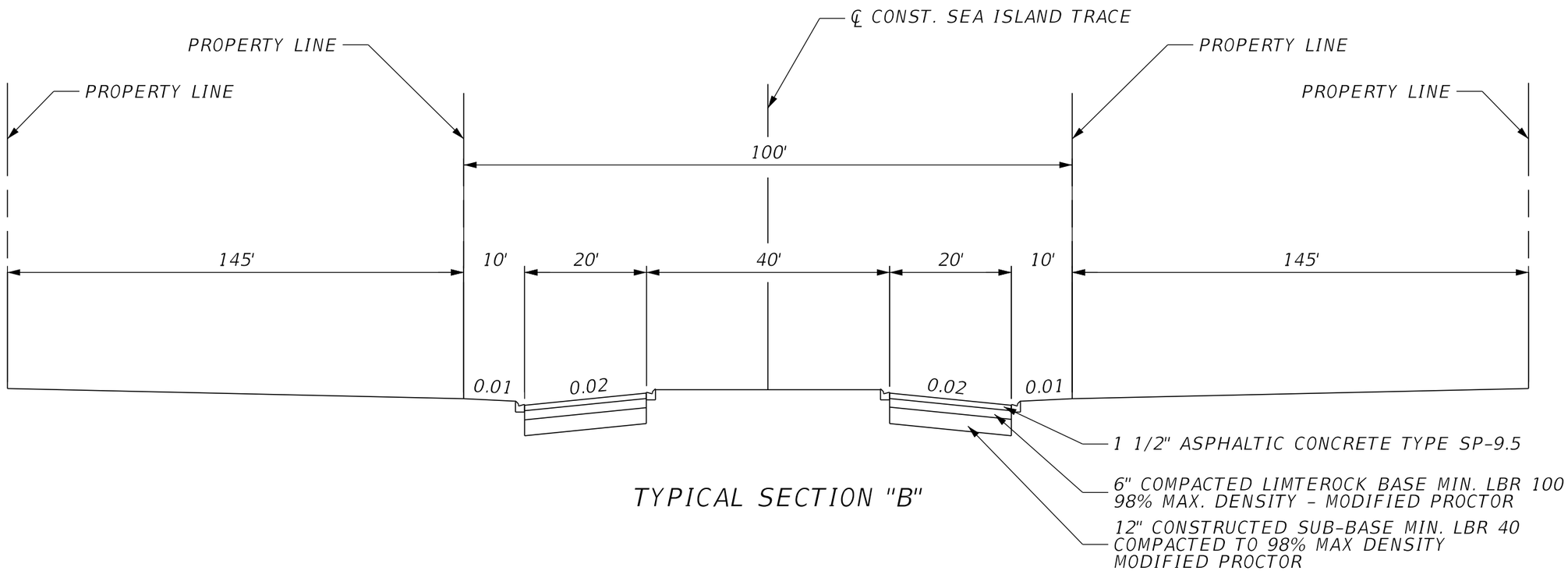


TYPICAL SECTION "A"



TYPICAL SECTION "B"

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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TYPICAL SECTIONS

SHEET NO. 10

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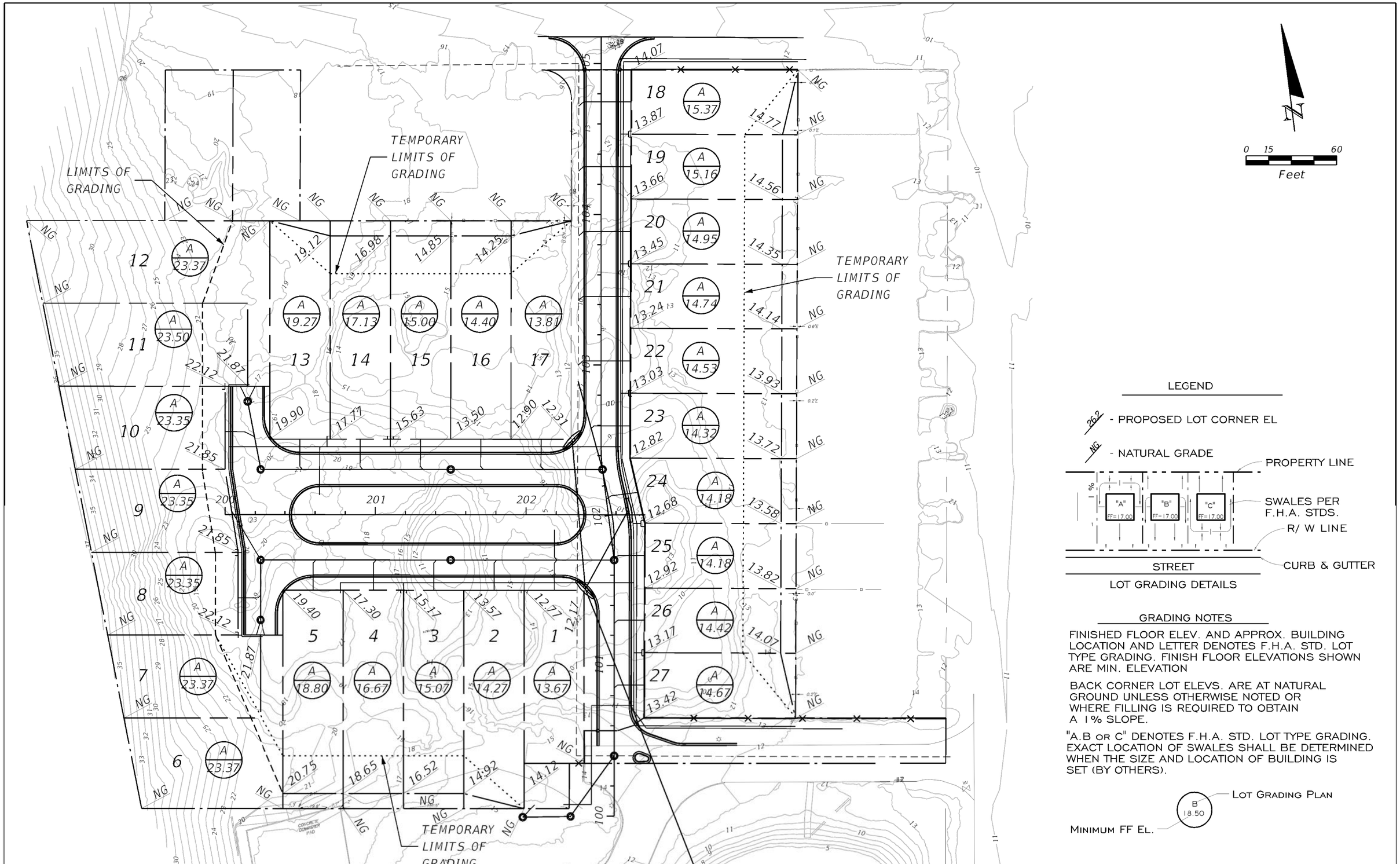

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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	NASSAU	

GRADING PLAN

SHEET NO. 8

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SS-01
PROP. MANHOLE
STA. 99+19.38
60.88' LT
TOP EL. 14.25
INV. EL 6.00 E

SS-02
PROP. MANHOLE
STA. 99+19.84
29.03' LT
TOP EL. 14.25
INV. EL 6.23 NE
INV. EL 6.13 W

32 LF OF 6" PVC (DR-18) @ 0.40%

50 LF OF 6" PVC (DR-18) @ 0.40%

6" PVC WATERMAIN

EXIST. SAN. SEWER TO BE PLACED OUT OF SERVICE FROM SS-03 TO SS-EX

TRACT "A"

TRACT "B"

SEA ISLAND TR

SEA ISLAND DR.

SECOND ST

SEE MANZIE & DRAKE SURVEY (FILE NUBER B-94)

RETENTION POND

N82°46'13"W (GRID)

GATE SECURITY BOX

SS-03

SS-04

SS-07

SS-EX

P-01

P-02

P-03

S-01

S-02

S-03

S-04

25' R

20' R

2" PVC SCHEDULE 80

6" x 2" TEE

6" 45° BEND

6" PVC WATERMAIN

6" x 2" TEE

6" x 6" TEE

FIRE HYDRANT

TYPICAL SECTION "A"

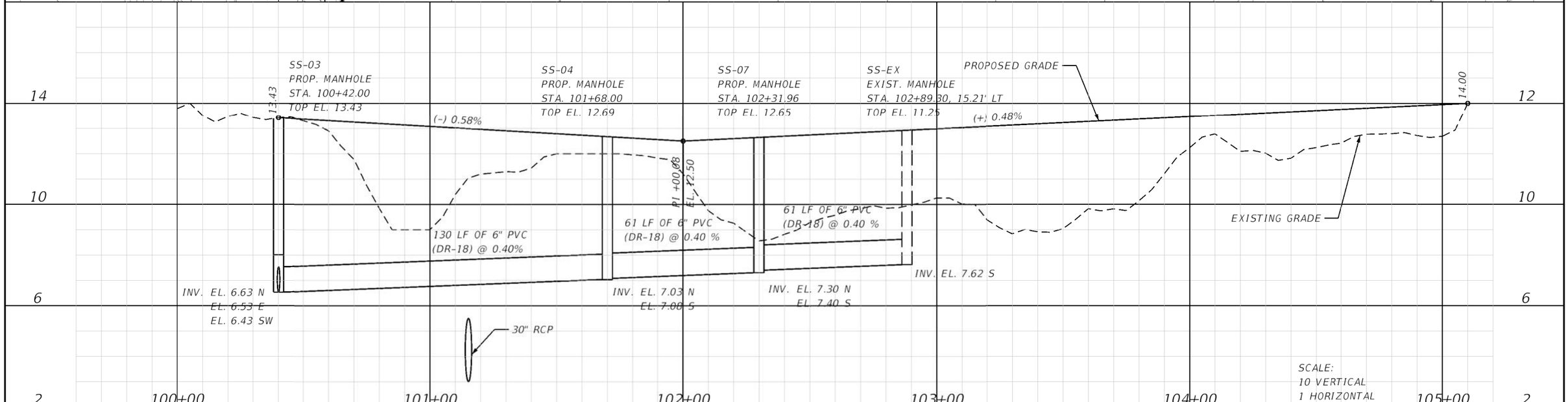
WATER SERVICE (TYP)

CONNECT TO EXIST. WM

250.00'(P)

170.07'(P)

0 10 40
Feet



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FERNANDINA BEACH, FLORIDA

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PLAN & PROFILE

SHEET NO. 6

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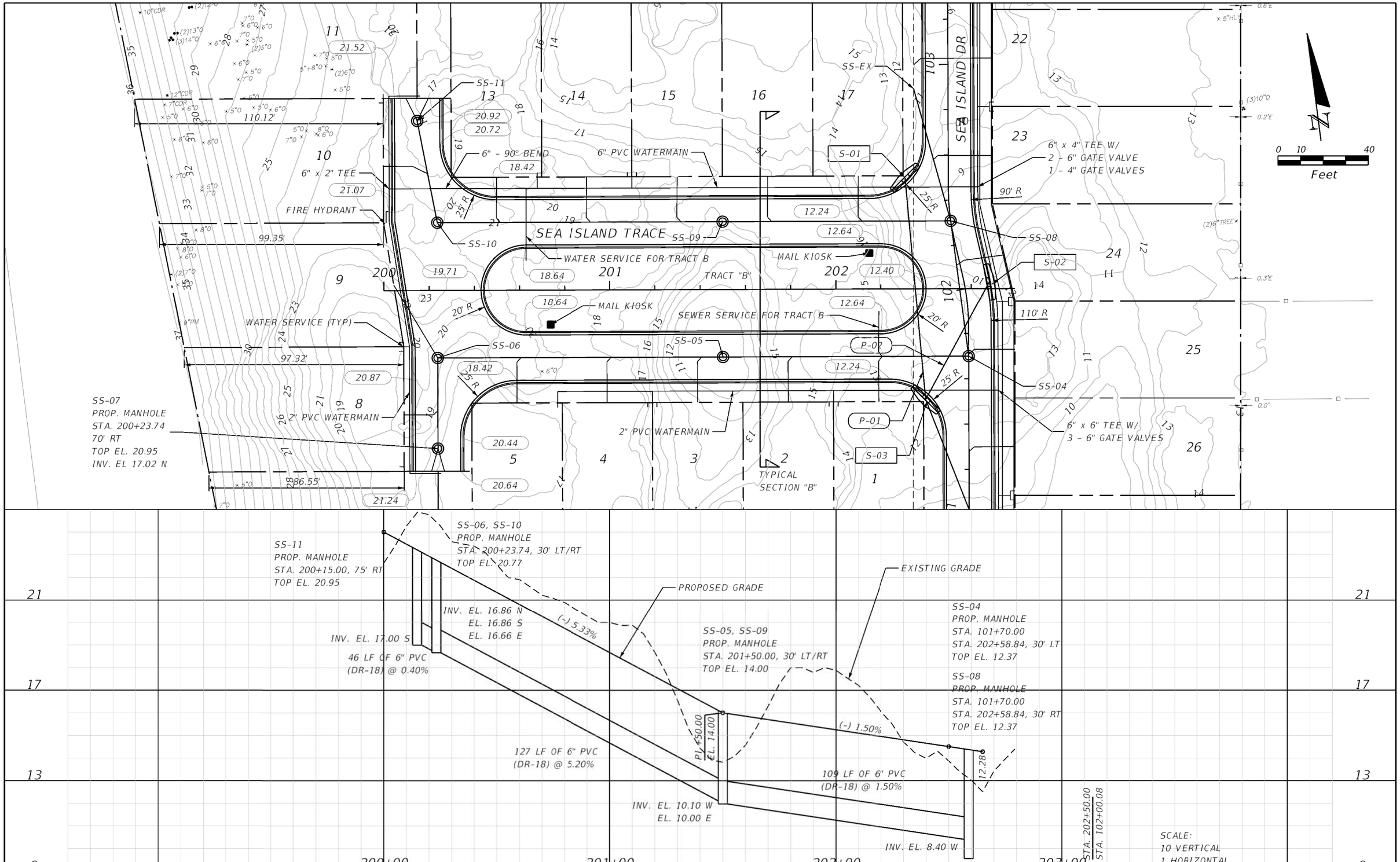

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3 South 2nd Street
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(904) 335-8685
Certificate of Authorization No. 8269

ISLANDS CLUB
FERNANDINA BEACH, FLORIDA

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	NASSAU	

PLAN & PROFILE

SHEET NO. 7

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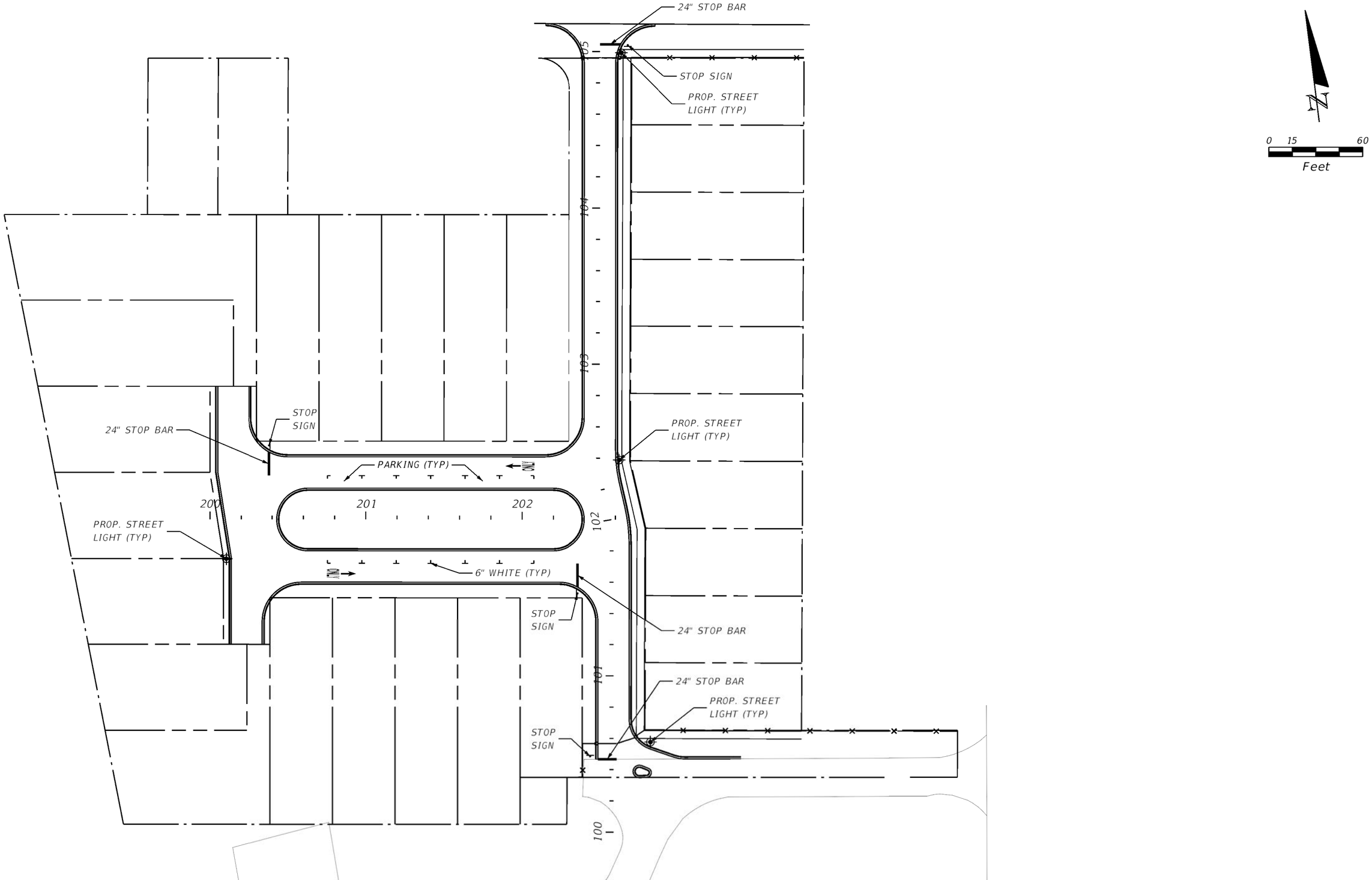

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Engineer of Record:
M&A McCranie & Associates, Inc.
Daniel I. McCranie, P.E.
P.E. # 50627
3 South 2nd Street
Fernandina Beach, FL 32034
(904) 335-8685
Certificate of Authorization No. 8269

ISLANDS CLUB
FERNANDINA BEACH, FLORIDA

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	NASSAU	

SIGNING AND MARKING / LIGHTING PLAN

SHEET NO. 9

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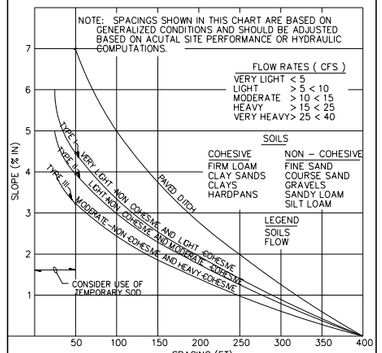
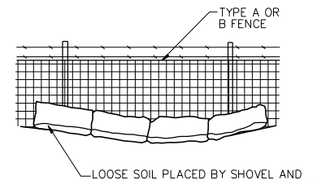
1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.
2. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
3. ADDITIONAL PROTECTION – ON-SITE PROTECTION MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNFORSEEN CONDITIONS OR ACCIDENTS.
4. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC., ARE CLEANED AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
5. WIRE MESH SHALL BE LAID OVER THE TOP DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH 1/2-INCH OPENINGS SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED.
6. FDOT NO. 1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED ON DETAIL. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIDES.
7. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONES MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.
8. BALES SHALL BE EITHER WIRE-BOUND OR STRING-TIED WITH THE BINDINGS ORIENTED AROUND THE SIDES RATHER THAN OVER AND UNDER THE BALES.
9. BALES SHALL BE PLACED LENGTHWISE IN A SINGLE ROW SURROUNDING THE INLET, WITH THE ENDS OF ADJACENT BALES PRESSED TOGETHER.
10. THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED AROUND THE INLET AND WIDTH OF A BALE TO A MINIMUM DEPTH OF FOUR INCHES. AFTER THE BALES ARE STACKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.
11. EACH BALE SHALL BE SECURELY ANCHORED AND HELD IN PLACE BY AT LEAST TWO STAKES OR REBARS DRIVEN THROUGH THE BALE.
12. LOOSE STRAW SHOULD BE WEDGED BETWEEN BALES TO PREVENT WATER FROM ENTERING BETWEEN BALES.
13. STRAW BALE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
14. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BALES, END RUNS AND UNDERCUTTING BENEATH BALES.
15. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY.
16. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
17. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE STRAW BALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
18. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
19. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
20. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED.
21. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
22. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATIONS AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
23. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL – A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (FDER), CHAPTER 6.
24. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION. SEE DETAIL SHEET FOR TYPICAL CONSTRUCTION.
25. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
26. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.
27. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.
28. CONTRACTOR SHALL OBTAIN CONSTRUCTION DEWATERING PERMIT FROM THE WATER MANAGEMENT DISTRICT. COPY OF THE PERMIT SHALL BE PROVIDED TO THE ENGINEER PRIOR TO THE START OF CONSTRUCTION.
29. ALL DISTURBED AREAS TO BE STABILIZED THROUGH COMPACTION, SILT SCREENS, HAY BALES AND GRASSING. ALL FILL SLOPES 3:1 OR STEEPER TO RECEIVE STAKED SOLID SOD.
30. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND BE REMOVED ONLY WHEN AREAS HAVE BEEN STABILIZED.
31. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.
32. ALL EXCAVATIONS AND EARTHWORK SHALL BE DONE IN A MANNER TO MINIMIZE WATER TURBIDITY AND POLLUTION. DISCHARGE SHALL BE CONTROLLED AND REROUTED THROUGH HAY FILTERS, SILTATION DIAPERS AND SUMPS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION, CORRECTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION IN ACCORDANCE WITH CHAPTER 17-3, FLORIDA ADMINISTRATIVE CODE.
33. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT THAT LEAVES THE SITE AND CHANGES ANY DOWNSTREAM CONDITIONS BY RAISING CHANNEL BOTTOMS AND/OR CLOGGING OUTFALL CULVERTS.
34. THE CONTRACTOR SHALL PAY FOR ANY WATER QUALITY CONTROL VIOLATIONS FROM ANY AGENCY THAT RESULTS IN FINES BEING ASSESSED TO THE OWNER BECAUSE OF THE CONTRACTOR'S FAILURE TO ELIMINATE TURBID RUNOFF FROM LEAVING THE SITE AND RAISING BACKGROUND LEVELS ABOVE EXISTING BACKGROUND LEVEL.

EROSION AND SEDIMENT CONTROL NOTES

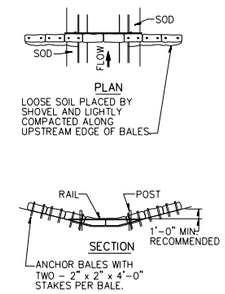


RECOMMENDED SPACING FOR TYPE I AND TYPE II HAY BALE BARRIERS, TYPE III SILT FENCES AND PAVED DITCH HAY BALE BARRIERS.



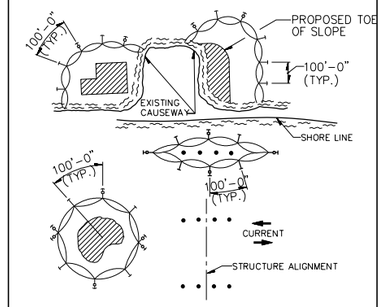
NOTE: BALES TO BE STAKED AT THE DIRECTION OF THE ENGINEER.

BALES BACKED BY FENCE



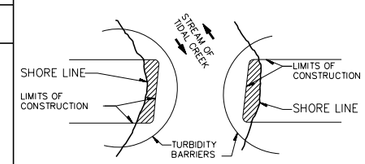
SPACING: BALE BARRIERS FOR PAVED DITCHES SHOULD BE SPACED IN ACCORDANCE WITH CHART 1.

SLOPE DRAIN APPLICATIONS



NOTES:

1. TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH.
2. NUMBER AND SPACING OF ANCHORS DEPENDENT ON CURRENT VELOCITIES.
3. DEPLOYMENT OF BARRIER AROUND PILE LOCATIONS MAY VARY TO ACCOMMODATE CONSTRUCTION OPERATIONS.
4. NAVIGATION MAY REQUIRE SEGMENTING BARRIER DURING CONSTRUCTION OPERATIONS.

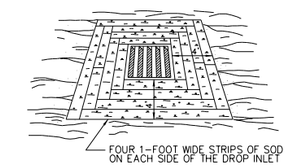


NOTES: TURBIDITY BARRIERS FOR FLOWING STREAMS AND TIDAL CREEKS MAY BE EITHER FLOATING OR STAKED TYPES OR ANY COMBINATION OF TYPES THAT WILL SUIT SITE CONDITIONS AND MEET EROSION CONTROL AND WATER QUALITY REQUIREMENTS. THE BARRIER TYPE(S) WILL BE AT THE CONTRACTOR'S OPTION UNLESS OTHERWISE SPECIFIED IN THE PLANS. POSTS IN STAKED TURBIDITY BARRIERS TO BE INSTALLED IN VERTICAL POSITION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

LEGEND

- PILE LOCATIONS
- DREDGE OR FILL AREA
- MOORING BUOY W/ ANCHOR
- ANCHOR
- BARRIER MOVEMENT DUE TO CURRENT ACTION

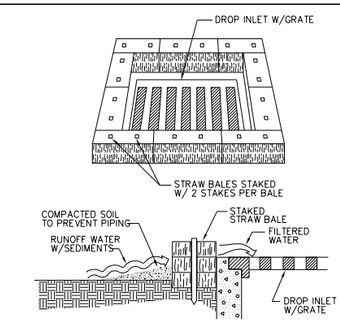
TURBIDITY BARRIER APPLICATIONS



SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE ONLY AT THE TIME OF PERMANENT SEEDING, TO PROTECT THE INLET FROM SEDIMENT AND MULCH MATERIALS UNTIL PERMANENT VEGETATION HAS BECOME ESTABLISHED.

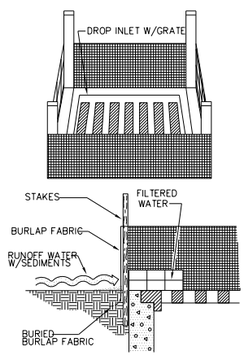
SOD INLET SEDIMENT FILTER



SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPES NO GREATER THAN 5%) WHERE SHEET OR OVERLAND FLOWS (NOT EXCEEDING 0.5 CFS) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS SUCH AS IN STREET OR HIGHWAY MEDIANS.

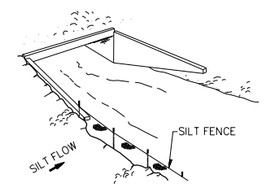
STRAW BALE INLET SEDIMENT FILTER



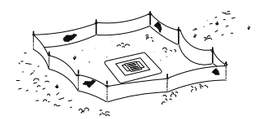
SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPES NO GREATER THAN 5%) WHERE SHEET OR OVERLAND FLOWS (NOT EXCEEDING 0.5 CFS) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECIEVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS.

BURLAP INLET SEDIMENT FILTER



TYPE III



SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS.

TYPE III

TYPE III SILT FENCE

NOTE: SPACING FOR TYPE III TO BE IN ACCORDANCE WITH CHART I.

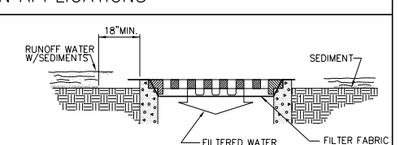
DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

SLOPE DRAIN APPLICATIONS

TURBIDITY AND DISCHARGE CONTROLS

1. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MONITORING AND CONTROLLING ANY DISCHARGES TO EXISTING DITCHES, WETLANDS, PONDS, OR OTHER DRAINAGE CONVEYANCES.
2. THE CONTRACTOR SHALL TEST SAMPLE ANY DISCHARGE LOCATION PRIOR TO START OF CONSTRUCTION TO ESTABLISH BACKGROUND LEVELS. CONTRACTOR SHALL MAINTAIN A DISCHARGE SAMPLING PROGRAM FOR THE EXTENT OF THE PROJECT.
3. CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR REVIEW HIS DISCHARGE MONITORING PROGRAM PRIOR TO THE START OF ANY CONSTRUCTION.
4. DISCHARGES MAY NOT RAISE TURBIDITY LEVELS OF THE DISCHARGING SITE BY MORE THAN 29 NTU's OVER BACKGROUND LEVELS.
5. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY VIOLATIONS AND/OR FINES ASSOCIATED WITH HIS WORK AND DISCHARGES FROM THE WORK SITE.

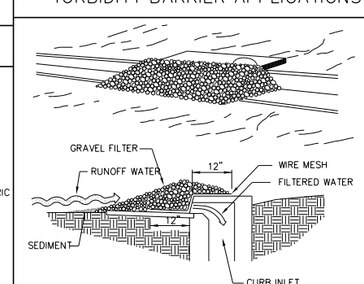
TURBIDITY AND DISCHARGE CONTROLS



SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED, BUT NOT WHERE PONDING AROUND STRUCTURE MIGHT CAUSE EXCESSIVE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES OR UNPROTECTED AREAS.

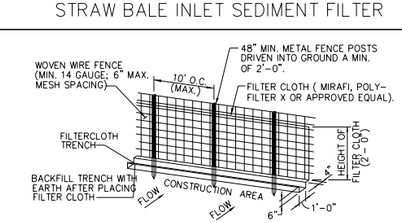
FILTER FABRIC INLET SEDIMENT FILTER



SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE AT CURB INLETS WHERE PONDING IN FRONT OF THE STRUCTURE IS NOT LIKELY TO CAUSE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES OR UNPROTECTED AREAS.

GRAVEL CURB INLET SEDIMENT FILTER



CONSTRUCTION SPECIFICATIONS

1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS BY USE OF WIRE TIES
2. FILTER CLOTH TO BE FASTEN SECURELY TO WOVEN WIRE FENCE BY USE OF WIRE TIES SPACED EVERY 24" x 24".
3. SILT FENCES TO BE INSTALLED IN LOCATIONS AS SHOWN ON THIS EROSION AND SEDIMENT CONTROL PLAN PRIOR TO BEGINNING OF CONSTRUCTION TO CONTROL SEDIMENT.
4. SILT FENCES TO BE MAINTAINED AND CLEANED AS NECESSARY TO MAINTAIN IN FUNCTIONAL CONDITION.
5. SILT FENCES TO BE REMOVED AND THE AREA TO BE RESTORED TO ITS NATURAL CONDITION WHEN PERMANENT EROSION AND SEDIMENT CONTROL PRECEDURES ARE EFFECTIVE.

FILTER FENCE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

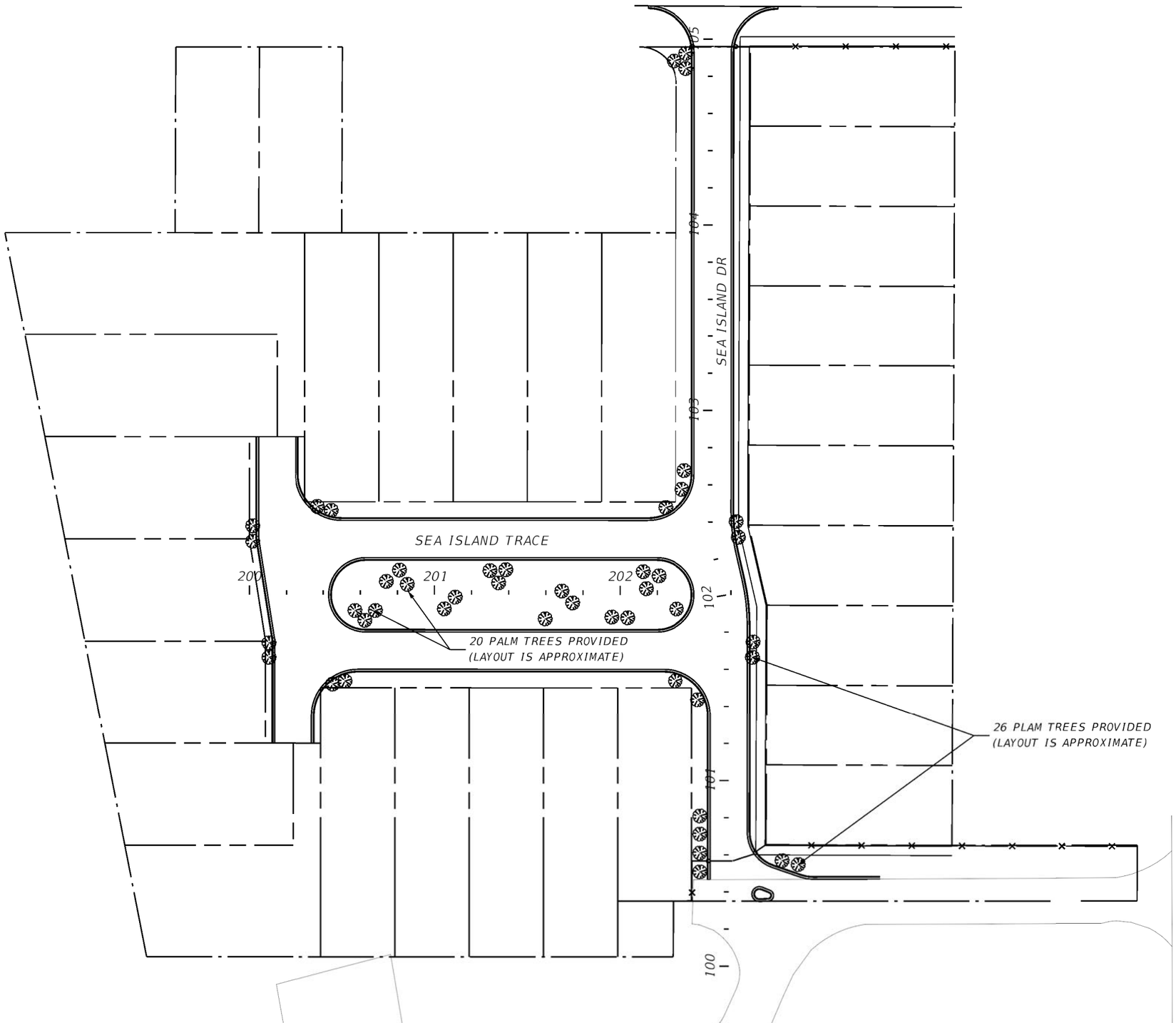
Engineer of Record:
M&A McCranie & Associates, Inc.
Daniel I. McCranie, P.E.
P.E. # 50627
3 South 2nd Street
Fernandina Beach, FL 32034
(904) 335-8685
Certificate of Authorization No. 8269

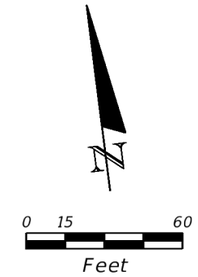
ISLANDS CLUB
FERNANDINA BEACH, FLORIDA

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	NASSAU	

MISCELLANEOUS DETAILS

SHEET NO. 12





LANDSCPE BUFFERS:

NORTH: PUD (R3) TO R3 = NONE REQUIRED
SOUTH: PUD (R3) TO R3 = NONE REQUIRED
WEST: PUD (R3) TO CONSERVATION = NONE REQUIRED
EAST: PUD (R3) TO PUD (R3) = NONE REQUIRED

STREET TREES:

SECOND STREET: NONE REQUIRED
THIRD STREET: NONE REQUIRED
SEA ISLAND DR: 430'/50' = 8.6 SHADE TREES
= 8.6 * 3 = 26 PALM TREES
SEA ISLAND TRACE: 194'/30' = 6.47 SHADE TREES
= 6.47 * 3 = 20 PALM TREES

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Engineer of Record:
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ISLANDS CLUB
FERNANDINA BEACH, FLORIDA

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	NASSAU	

LANDSCAPING PLAN

SHEET NO. 15

Manzie 2/7/2018 2:58:44 PM N:\Projects\IslandsClub\roadway\LANDSCAPE.DGN

OFFICE USE ONLY

REC'D: 12/13/17 BY: 8

PAYMENT: $ 850- TYPE: CK 1025

APPLICATION #: 2017-000 1824

CASE #: PAB-2018-02

BOARD MEETING DATE: _____

PLANNING ADVISORY BOARD APPLICATION

- ☐ ZONING MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☐ LAND USE MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☐ LDC TEXT AMENDMENT ($850)
- ☐ COMP PLAN AMENDMENT ($850)
- ☐ SUBDIVISION PLAT – PRELIM ($750)
- ☒ SUBDIVISION PLAT – FINAL ($850)
- ☐ VACATION OF R.O.W. ($850)
- ☐ VOLUNTARY ANNEXATION ($1050)

APPLICANT INFORMATION

Owner Name: Islands Club Amelia, LLC, a Florida limited liability co. and Nautical View, LLC, a Florida limited liability co.

Mailing Address: _____

Telephone: (John Proctor) 404-822-7629 Fax: None

Email: proctorjohn@bellsouth.net

Agent Name: McCranie & Assoc.

Mailing Address: 3 South 2nd St., Fernandina Bch, FL 32034

Telephone: (904) 335-8685 Fax: _____

Email: DanC@McCranie-Engineers.com / Brett@McCranie-Engineers.com

PROPERTY INFORMATION

Street Address: _____

Parcel Identification Number(s): _____

Lot Number: _____ Block Number: _____ Subdivision: _____

Section: _____ Township: _____ Range: _____

PROJECT INFORMATION

Total Number of Lots/Parcels: _____

Less than One (1) acre Sq. Footage: _____ One (1) Acre or Greater: _____

Existing Zoning Classification: PUD

Existing Future Land Use Classification: _____

Previous Planning/Zoning Approvals: ① Original Plat, The Islands Club Subdivision, 4-21-1981 ② City of F. B. TRC approval, 6-12-2007 (for a project which was not executed).

Description of Request:

RE-PLAT

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.

9/15/17
Date

Signature of Applicant

STATE OF FLORIDA
COUNTY OF NASSAU } ss

HARRIET DAVIS
MY COMMISSION # GG86124
EXPIRES: March 22, 2021

Subscribed and sworn to before me this 18 day of Sept, 2017.

Harriet Davis
Notary Public: Signature

Harriet Davis
Printed Name

3/22/21
My Commission Expires

Personally Known _____ OR Produced Identification ✓ ID Produced: FL DL

OWNER'S AUTHORIZATION
FOR AGENT REPRESENTATION

I /WE John R. Proctor, AS MANAGER of Islands Club Amelia, LLC and AS MANAGER OF NAUTICAL VIEW, LLC
(print name of property owner(s))

hereby authorize: Dan McCranie
(print name of agent)

to represent me/us in processing an application for: ~~SITE~~ ENGINEERING PLANS & RE-PLAT
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

John R Proctor
(Signature of owner)

John R Proctor
(Signature of owner)

JOHN R. PROCTOR
(Print name of owner) MANAGER, Islands Club Amelia, LLC

JOHN R. PROCTOR
(Print name of owner) MANAGER, NAUTICAL VIEW, LLC

STATE OF ~~FLORIDA~~ Georgia
ss
COUNTY OF ~~NASSAU~~ Gwinnett

Subscribed and sworn to before me this 7th day of September, 2017.

Jennicele Rivas — Notary Public: Signature
Jennicele Rivas — Printed Name
08/6/2021 — My Commission Expires

Personally Known _____ OR Produced Identification FL DL ID Produced: P623-476-57-126-0

JENNICELE RIVAS
MY COMMISSION EXPIRES
NOTARY
PUBLIC
AUGUST 6, 2021
GWINNETT COUNTY, GEORGIA

LG2 ENVIRONMENTAL SOLUTIONS, INC.

Solutions-Based Thinking

10475 Fortune Parkway, Suite 201 | Jacksonville, FL 32256 | Telephone 904-288-8631 | www.lg2es.com

October 27, 2017

Islands Club Amelia, LLC
Mr. John Proctor
PO Box 417
Fernandina Beach, FL 32035
via email at: proctorjohn@bellsouth.net

RE: Listed Wildlife and Habitat Assessment
4.54 Acres Third St. & Tarpon Ave
Nassau County, Florida
LG^2 ES Project Number: 2017-283

Dear Mr. Proctor:

Pursuant to your request, LG^2 Environmental Solutions, Inc. (LG^{2}ES) conducted a listed species and habitat assessment of the above-referenced property. The purpose of the assessment was to determine the potential presence and extent of wildlife species listed as endangered, threatened or Species of Special Concern by the Florida Fish and Wildlife Conservation Commission (FWC) and U.S. Fish and Wildlife Service (USFWS). Additionally, on-site habitat types were examined and their extents mapped. Attached please find a report of our findings.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,
LG^2 Environmental Solutions, Inc.

Brian Spahr
Project Manager

Attachment 1 – Listed Wildlife and Habitat Assessment Report

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LISTED WILDLIFE & HABITAT ASSESSMENT REPORT

4.54 Acres Third St. & Tarpon Ave
Nassau County, Florida

LG^{2}ES Project Number
2017-283

Prepared for:

Islands Club Amelia, LLC
PO Box 417
Fernandina Beach, FL 32035

Prepared by:

LG^2 Environmental Solutions, Inc.
10475 Fortune Parkway, Suite 201
Jacksonville, Florida 32256
(904) 363-1686
www.lg2es.com

October 27, 2017

1.0 INTRODUCTION

On October 17, 2017, LG^{2}Environmental Solutions, Inc. (LG^{2}ES) conducted a listed wildlife and habitat assessment on the 4.54-acre property at Third Street and Tarpon Avenue, Nassau County, Florida. The purpose of the assessment was to determine the potential presence and extent of wildlife species (considering on-site habitats) listed as endangered, threatened, or Species of Special Concern by the Florida Fish and Wildlife Conservation Commission (FWC) and U.S. Fish and Wildlife Service (USFWS).

Geographically, the site lies within the U.S. Geological Survey (USGS) 7.5-minute *Fernandina Beach* Quadrangle; Township 3 North, Range 29 East, Section 12 (Figure 1). The site is located west of Tarpon Avenue and south of Third Street. (Figure 2).

2.0 METHODOLOGY

Prior to the site assessment, aerial orthophoto satellite images, USGS topographic maps, and U.S. Department of Agriculture (USDA) soil survey maps were reviewed to help determine potential habitat and associated wildlife species on-site. The soil survey for Nassau County was reviewed to help evaluate suitable habitat for sensitive species depending on substrate requirements (USDA 2017). Databases from the Florida Fish and Wildlife Conservation Commission (FWC 2017), the Florida Natural Areas Inventory Biodiversity Matrix (FNAI 2017), the bald eagle (*Haliaeetus leuchocephalus*) nest locator (FWC 2017), the USACE Jacksonville District, USFWS Effect Determination Key for the Wood Stork in Central and Northern Peninsular form (USFWS 2008), and the USFWS Threatened & Endangered Species System (TESS) (USFWS 2017) were also accessed to determine potential for sensitive wildlife species and their suitable habitats.

During the site assessment, pedestrian transects were conducted within each vegetative community. Within each transect, LG^{2}ES collected data such as plant species, wildlife species, weather conditions, time assessment commenced and terminated, and anthropogenic activity. Vegetative communities were identified according to the *Florida Land Use, Cover and Forms Classification System* (FDOT 1999). These methods are consistent with recognized FWC survey guidelines for a general wildlife assessment.

3.0 DATABASE REVIEW OF SITE CONDITIONS

3.1 USDA Soil Survey

The *Soil Survey of Nassau County* (USDA Natural Resource Conservation Service, 2017) indicates three soil types are defined on the property (Figure 3).

Newhan-Corolla Fine Sand (12) – The Newhan-Corolla Fine Sand series consists of rarely flooded, excessively drained soils. This soil type is usually formed from sand deposited by wind. The depth of the water table is typically more than 80 inches. Slopes range from 5 to 20 percent.

Kureb-Resota Fine Sand (30) – The Kureb-Resota Fine Sand series consists of rarely flooded, excessively drained soils. This soil type is generally found on Coastal Plain uplands. The depth of the water table is typically more than 80 inches. Slopes range from 2 to 20 percent.

Corolla Fine Sand (40) – The Corolla Fine Sand series consists of moderately well and somewhat poorly drained soils. This soil type is formed from sandy sediments along the Atlantic Coast. The depth to the water table is typically between 18 and 36 inches. Slopes range from 0 to 6 percent.

4.0 SITE VISIT SUMMARY

On October 17, 2017, LG^{2}ES biologists conducted a site visit to record the habitats and associated wildlife species onsite, with emphasis on the presence of listed wildlife species. The weather conditions during the site visit were cloudy with a northeast wind around 20 mph and a temperature of 76°F. These conditions, considering the time of day, the season, and the scope of the inspection, may have influenced the wildlife species observed. The presence of specific wildlife species was determined visually, audibly, or by evidence of tracks, scat, nests, burrows, and/or dens. General wildlife species observed were recorded and are detailed in Section 4.2.

4.1 Observed Vegetative Communities

During the site assessment, LG^{2}ES biologists conducted a series of pedestrian transects throughout the subject property to categorize the on-site vegetative communities in accordance with FLUCFCS criteria. The location of natural resource issues of concern, and occurrences, were recorded using hand-held global positioning system (GPS) technology for later use in generating report graphics and recommendations. Figure 4 provides a FLUCFCS map for reference. Below is a brief description of the habitat communities observed.

Uplands

<u>Coastal Scrub (FLUCFCS 322)</u> – This community type is commonly found in dune and white sand areas and includes a wide variety of species found in the coastal zone.

Vegetation observed within this community included saw palmetto (*Serenoa repens*), Spanish bayonet (*Yucca aloifolia*), and sea purslane (*Sesuvium portulacastrum*). This habitat is found thorough most of the site.

Sand Live Oak (FLUCFCS 432) -- This community is typically found on old coastal dune and white sand areas. Vegetation in this area is dominated by sand live oak (*Quercus geminate*) and also includes cabbage palm (*Sabal palmetto*) and southern red cedar (*Juniperus virginiana*). This habitat is found on the western portion of the property.

Residential, High Density (FLUCFCS 130) – This area includes a portion of land previously developed. Vegetation in this area consists mainly of frequently mowed St. Augustine grass (*Stenotaphrum secundatum*).

4.2 Wildlife

Observations of wildlife were made visually, audibly, or by evidence of tracks, scat, nests, burrows, and/or dens. Observed wildlife and potentially-occurring listed species are detailed in the following sections. The wildlife species observed on-site during the assessment are listed in table 4-1 below.

Table 4-1
Observed Wildlife Species

Common Name	Taxonomic Name	Observation	Listing Status
Gopher tortoise	*Gopherus polyphemus*	Burrows	State Threatened
Turkey Vulture	*Cathartes aura*	Flying	None
Blue Jay	*Cyanocitta cristata*	Flying & Calls	None
Mourning Dove	*Zenaida macroura*	Flying & Calls	None
Green Anole	*Anolis carolinensis*	Foraging	None
White Tailed Deer	*Odocoileus virginianus*	Tracks	None

4.2.1 Sensitive Species and Supporting Habitats

Sensitive species are those species deemed Federally Endangered (FE), State of Florida and Federally Threatened (ST & FT), or Species of Special Concern (SSC) by the FWC and/or USFWS. LG^{2}ES conducted a desktop review of the USFWS Threatened and Endangered Species System (TESS), USFWS Information for Planning and Consultation site (IPAC), and FNAI Biodiversity Matrix prior to performing the site assessment. The FNAI results for the property revealed three "documented", four "likely", and eight "potential" rare, threatened, or endangered (RTE) animal species expected to inhabit the surrounding area. The species are listed in Table 4-2 below.

Table 4-2
Listed Wildlife Species

FNAI result	Common Name	Taxonomic Name	Observed on-site	Listing Status
Documented	Leatherback Sea Turtle	*Dermochelys coriacea*	No	FE
Documented	Gopher Tortoise	*Gopherus polyphemus*	Yes	ST
Documented	Painted Bunting	*Passerina ciris*	No	None
Likely	Loggerhead Sea Turtle	*Caretta caretta*	No	ST & FT
Likely	Green Sea Turtle	*Chelonia mydas*	No	FE
Likely	Wood Stork	*Mycteria americana*	No	ST & FT
Likely	West Indian Manatee	*Trichechus manatus*	No	FE
Potential	Atlantic Sturgeon	*Acipenser oxyrinchus oxyrinchus*	No	FE
Potential	Macgillivray's Seaside Sparrow	*Ammodramus maritimus macgillivraii*	No	None
Potential	Piping Plover	*Charadrius melodus*	No	ST & FT
Potential	Worthington's Marsh Wren	*Cistothorus palustris griseus*	No	SSC
Potential	Eastern Indigo Snake	*Drymarchon couperi*	No	ST & FT
Potential	Southern Hognose Snake	*Heterodon simus*	No	None
Potential	Atlantic Salt Marsh Mink	*Neovison vison lutensis*	No	None
Potential	Striped Newt	*Notophthalmus perstriatus*	No	Candidate

One of the "documented", none of the "likely", and none one of the "potential" species, were observed during the site visit. The property is approximately 700 feet from the beach making it unlikely that the three sea turtle species would be found on-site. The West Indian Manatee and the Atlantic Sturgeon are unlikely to be found on the property because of the lack of an on-site water body. Explanations on the likelihood of the other federally or state listed wildlife species are detailed below.

Piping Plover (*Charadrius melodus*): The Piping Plover is a Federally Threatened species and is listed by the State of Florida as Federally-designated Threatened. Piping Plovers are small grey-brown birds that live near beaches and along lake shores. There is a potential for Piping Plovers to occur on-site, however, their preferred habitat is typically closer to the beach. No Piping Plovers were observed during the site visit. Any development of the 4.54-acre property at Third Street and Tarpon Avenue is not likely to adversely affect this species, however, further consultation with USFWS may be

necessary if a U.S. Army Corps of Engineers or Florida Department of Environmental Protection Permit is required.

Wood Stork (*Mycteria americana*): For projects with on-site wetlands, additional consideration must be taken with regards to wood storks. Wood storks are a Federally Threatened species and are listed by the State of Florida as Federally-designated Threatened. They prefer to forage in both open and forested wetlands. Suitable foraging habitat (SFH) for wood storks includes freshwater marshes, cypress depressions, swamp sloughs and tidal creeks and pools. For counties in North Florida, USFWS designated buffers around active nesting wood stork colonies to protect SFH. The core foraging areas, or CFAs, consist of a 13-mile buffer around known wood stork nesting colonies.

The 4.54-acre property at Third Street and Tarpon Avenue is located within the USFWS designated CFA. Figure 6 shows the subject property's proximity to nearby wood stork nesting colonies. Although the property is located within the CFA, there are no wetlands within the property and no wood storks were observed during the site assessment. It is unlikely that wood storks would occur on-site. Any development of the 4.54-acre property at Third Street and Tarpon Avenue is not likely to adversely affect this species.

Worthington's Marsh Wren (*Cistothorus palustris griseus*): Worthington's Marsh Wren is listed as a Florida Species of Special Concern. There is no marsh habitat within the property and no Worthington's Marsh Wrens were observed during the site visit. Any development of the 4.54-acre property at Third Street and Tarpon Avenue is not likely to adversely affect this species.

Gopher tortoise (***Gopherus Polyphemus***): The gopher tortoise is listed by the State of Florida as Threatened and is also a candidate species for Federal listing. They are provided protection under Florida's Endangered and Threatened Species Rule. They prefer upland habitats with open canopy and well drained soils. During the listed wildlife species site assessment, meandering transects were conducted through approximately 75% of the 4.54-acre site and 50 gopher tortoise burrows were identified (Figure 5). Relocation permits from FWC are required prior to developing areas where gopher tortoises are present. Following successfully relocation efforts, any development of the 4.54-acre property at Third Street and Tarpon Avenue is not likely to adversely affect this species.

Eastern indigo snake (*Drymarchon corais couperi*): The eastern indigo snake is a Federally Threatened species and is listed by the State of Florida as Federally-designated Threatened. Eastern indigo snakes inhabit a mosaic of habitats including sand hills, pine flatwoods, hardwood forests, moist hammocks, and areas that surround cypress swamps. In high xeric habitats, eastern indigo snakes are associated with gopher tortoises whose burrows provide shelter from winter cold and summer heat. Their current range extends throughout the state of Florida and southern Georgia. In central and coastal Florida, eastern indigos are mainly found in high sandy ridges. No eastern indigo snakes were observed on the subject property during the site assessment. If any eastern indigo snakes are observed during a gopher tortoise relocation, eastern indigo snake protections should be followed. If an eastern indigo snake is observed onsite or if a U.S. Army Corps of Engineers or Florida Department of Environmental Protection Permit is required, further consultation with USFWS may be necessary.

Bald Eagle (*Haliaeetus leucocephalus*): Although the bald eagle is no longer protected under the ESA, it is still afforded protection under the Bald and Gold Eagle Protection Act (BGEPA 1940) and the Migratory Bird Treaty Act (MBTA). In addition to the federal law, the state of Florida protects eagles under the state's bald eagle rule (68A-16.002, F.A.C.). Development activities are federally regulated within 660 feet of any active or alternate bald eagle nest.

The FWC maintains a bald eagle nest database, which documents the known locations of nests throughout the state. Review of the database indicated that no known nests are located within 660 feet of the subject property. It identified the nearest eagle nest as approximately 4.64 miles southwest of the subject property. It was last reported active in 2013. Bald eagle individuals, nests, or potential nest trees were not observed in the project area during the site assessment. Any development of the 4.54-acre property at Third Street and Tarpon Avenue is not likely to adversely affect this species.

5.0 CONCLUSION & SUMMARY

During the wildlife survey, LG^{2}ES biologists conducted meandering pedestrian transects and stationary observation posts throughout each on-site habitat type to observe the potential presence of listed wildlife species. The upland habitat communities found on-site are considered common in the landscape of Nassau County and Northeast Florida. LG^{2}ES documented one listed wildlife species utilizing the property during the on-site assessment; 50 gopher tortoise burrows were identified within the subject property

during a survey of approximately 75% of the property area. A FWC relocation permit will be required for any project that proposes to impact gopher tortoises and/or their burrows.

The property does fall within a CFA for wood storks. The subject property lacks any wood stork SFH and no further consultation with the USFWS should be necessary. Once the gopher tortoises have been successfully relocated offsite, LG^2ES expects no additional RTE species to be impacted by any future development of the 4.54-acre property at Third Street and Tarpon Avenue.

6.0 REFERENCES

Florida Department of Transportation. Florida Land Use Cover and Forms Classification System (FLUCFCS) Final Report: 1999

Florida Fish & Wildlife Conservation Commission (FWC) 2017. Wildlife Technology Services in the Division of Habitat and Species Conservation, Eagles Nest Locator by County, updated 2017.
Accessed online at: https://publictemp.myfwc.com/FWRI/EagleNests/nestlocator.aspx

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Florida Natural Areas Inventory (FNAI). 2017. Biodiversity Matrix Search. Accessed online at: http://fnai.org/biointro.cfm

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United States Department Of Agriculture (USDA), Natural Resources Conservation Service (NRCS) 2017. Web Soil Survey of Starratt Road Property. Accessed online at: https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm

United States Fish & Wildlife Service (USFWS) 2017. Threatened & Endangered Species System (TESS); listings by state and territory as of October; online at https://ecos.fws.gov/ecp0/reports/species-by-current-range-county?fips=12031

Army Corps of Engineers, Jacksonville District (USACE) & U.S. Fish & Wildlife Service, Jacksonville Ecological Services Field Office (USFWS) September 2008. Wood Stork Key for Central and North Peninsular Florida. Accessed online at:
https://www.fws.gov/northflorida/WoodStorks/Documents/20080900_JAXESO_WOST_Key.pdf

Cornell Lab of Ornithology. 2017. "All about Birds" website. Accessed online at https://www.allaboutbirds.org/guide/Bald_Eagle/lifehistory

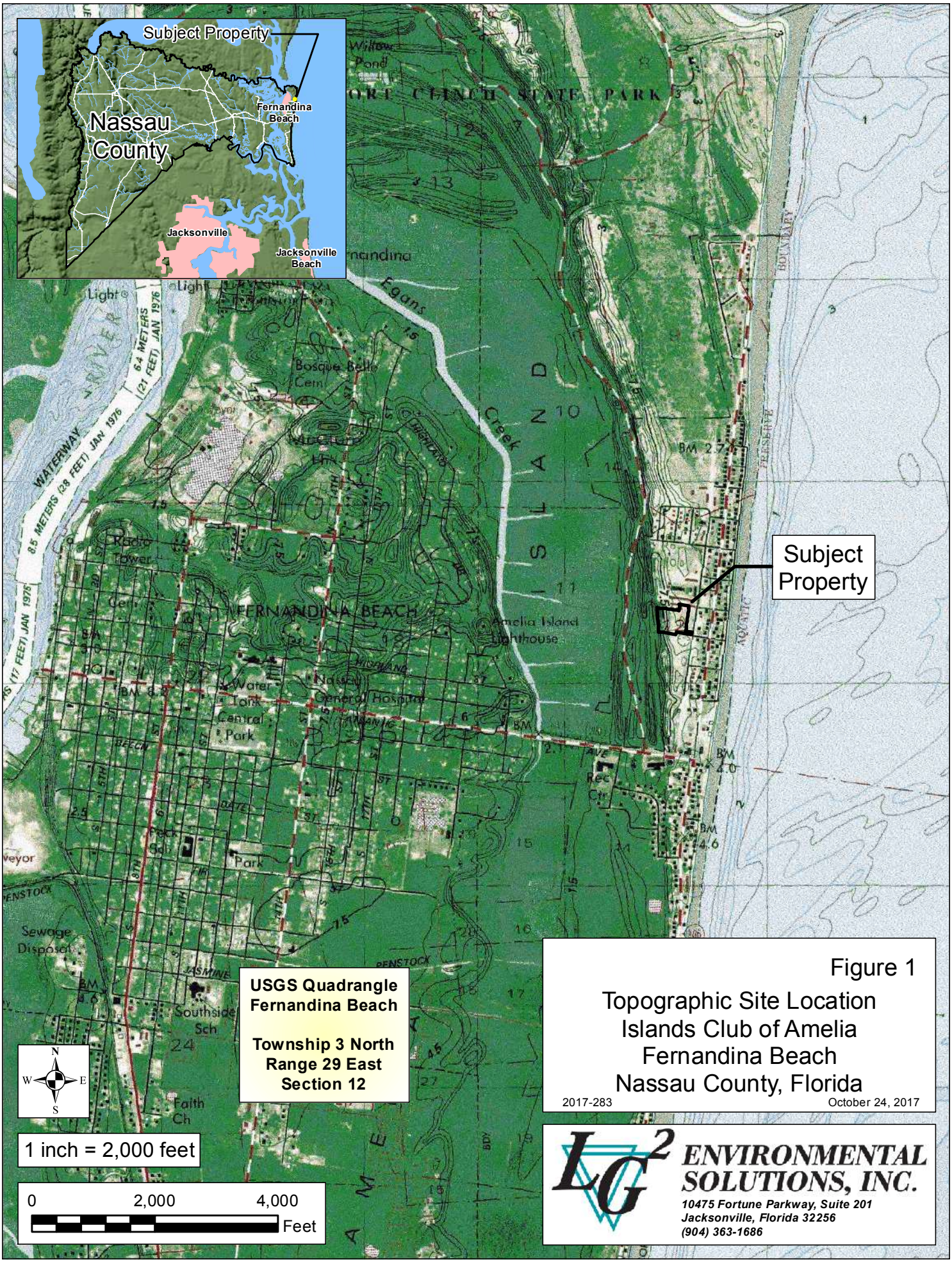

Figure 1

Topographic Site Location
Islands Club of Amelia
Fernandina Beach
Nassau County, Florida

2017-283 October 24, 2017

LG2 ENVIRONMENTAL SOLUTIONS, INC.
10475 Fortune Parkway, Suite 201
Jacksonville, Florida 32256
(904) 363-1686

Figure 2

2017 Aerial Location
Islands Club of Amelia
Fernandina Beach
Nassau County, Florida

2017-283 October 24, 2017

LG2 ENVIRONMENTAL SOLUTIONS, INC.
10475 Fortune Parkway, Suite 201
Jacksonville, Florida 32256
(904) 363-1686

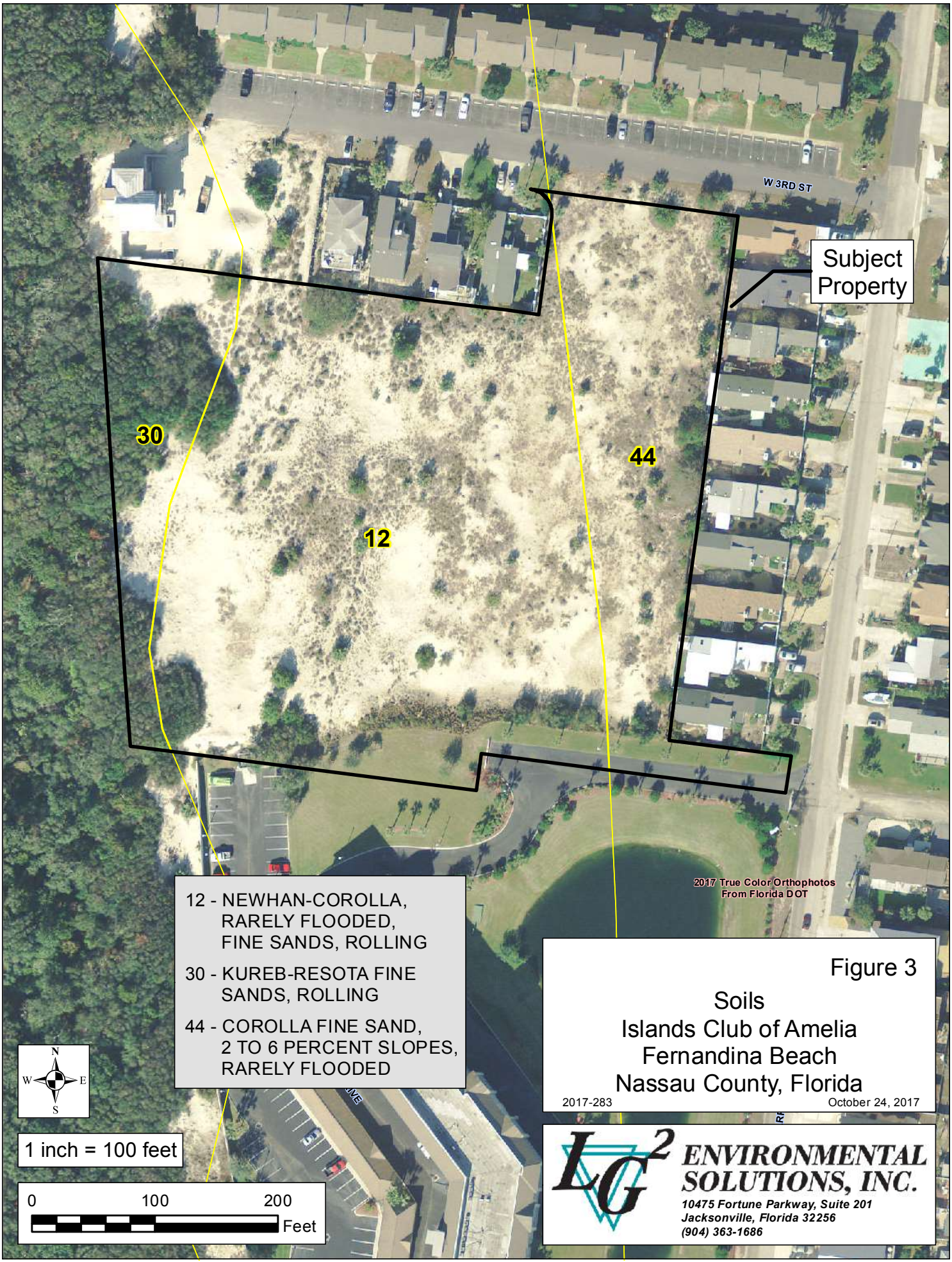
W 3RD ST
Subject Property
30
44
12
2017 True Color Orthophotos From Florida DOT
12 - NEWHAN-COROLLA, RARELY FLOODED, FINE SANDS, ROLLING
30 - KUREB-RESOTA FINE SANDS, ROLLING
44 - COROLLA FINE SAND, 2 TO 6 PERCENT SLOPES, RARELY FLOODED
N
W
E
S
1 inch = 100 feet
0
100
200
Feet
Figure 3
Soils
Islands Club of Amelia
Fernandina Beach
Nassau County, Florida
2017-283
October 24, 2017
LG2 ENVIRONMENTAL SOLUTIONS, INC.
10475 Fortune Parkway, Suite 201
Jacksonville, Florida 32256
(904) 363-1686

Figure 4

FLUCFCS
Islands Club of Amelia
Fernandina Beach
Nassau County, Florida

2017-283 October 24, 2017

LG2 ENVIRONMENTAL SOLUTIONS, INC.
10475 Fortune Parkway, Suite 201
Jacksonville, Florida 32256
(904) 363-1686

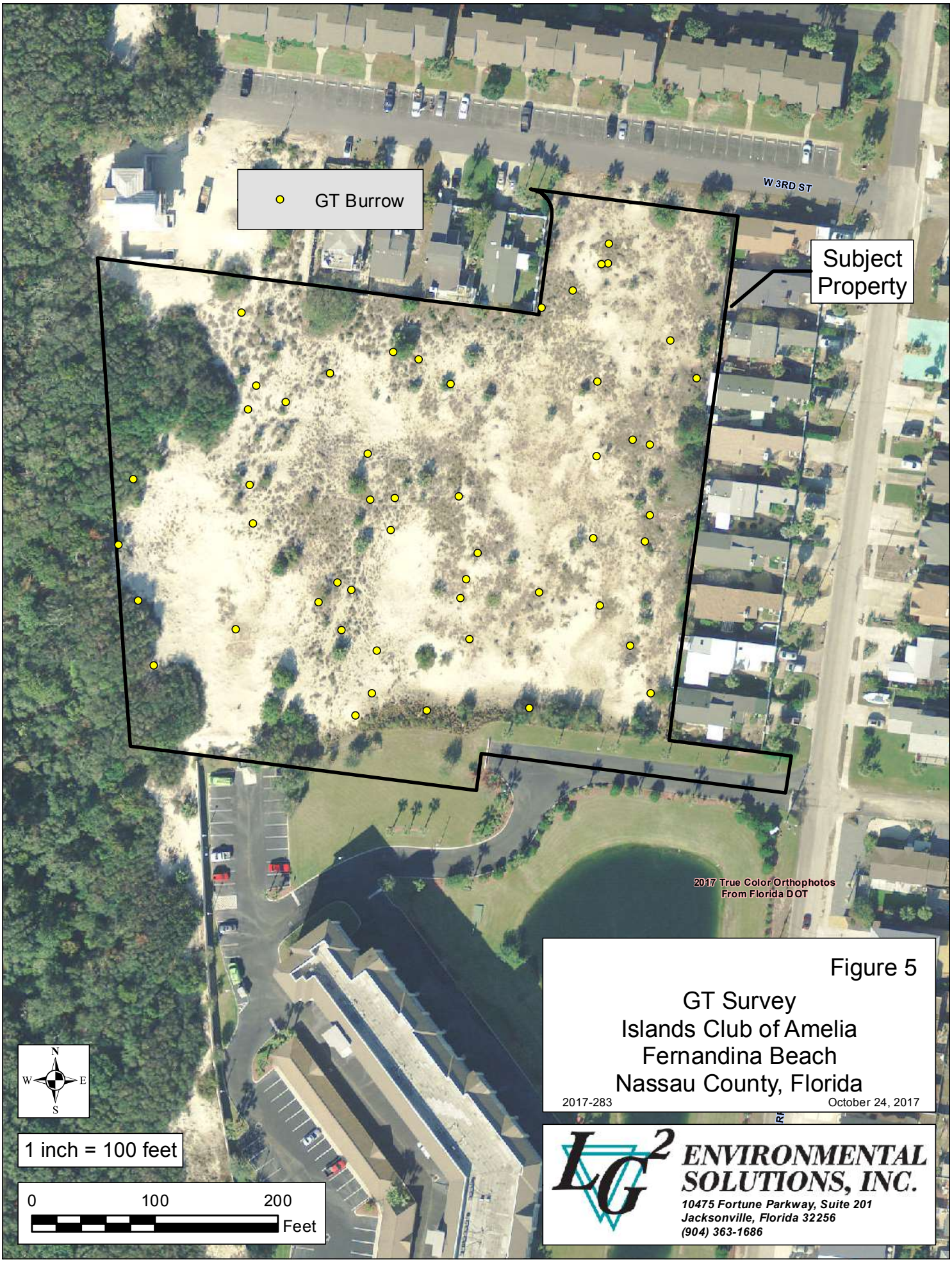

Figure 5

GT Survey
Islands Club of Amelia
Fernandina Beach
Nassau County, Florida

2017-283 October 24, 2017

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10475 Fortune Parkway, Suite 201
Jacksonville, Florida 32256
(904) 363-1686

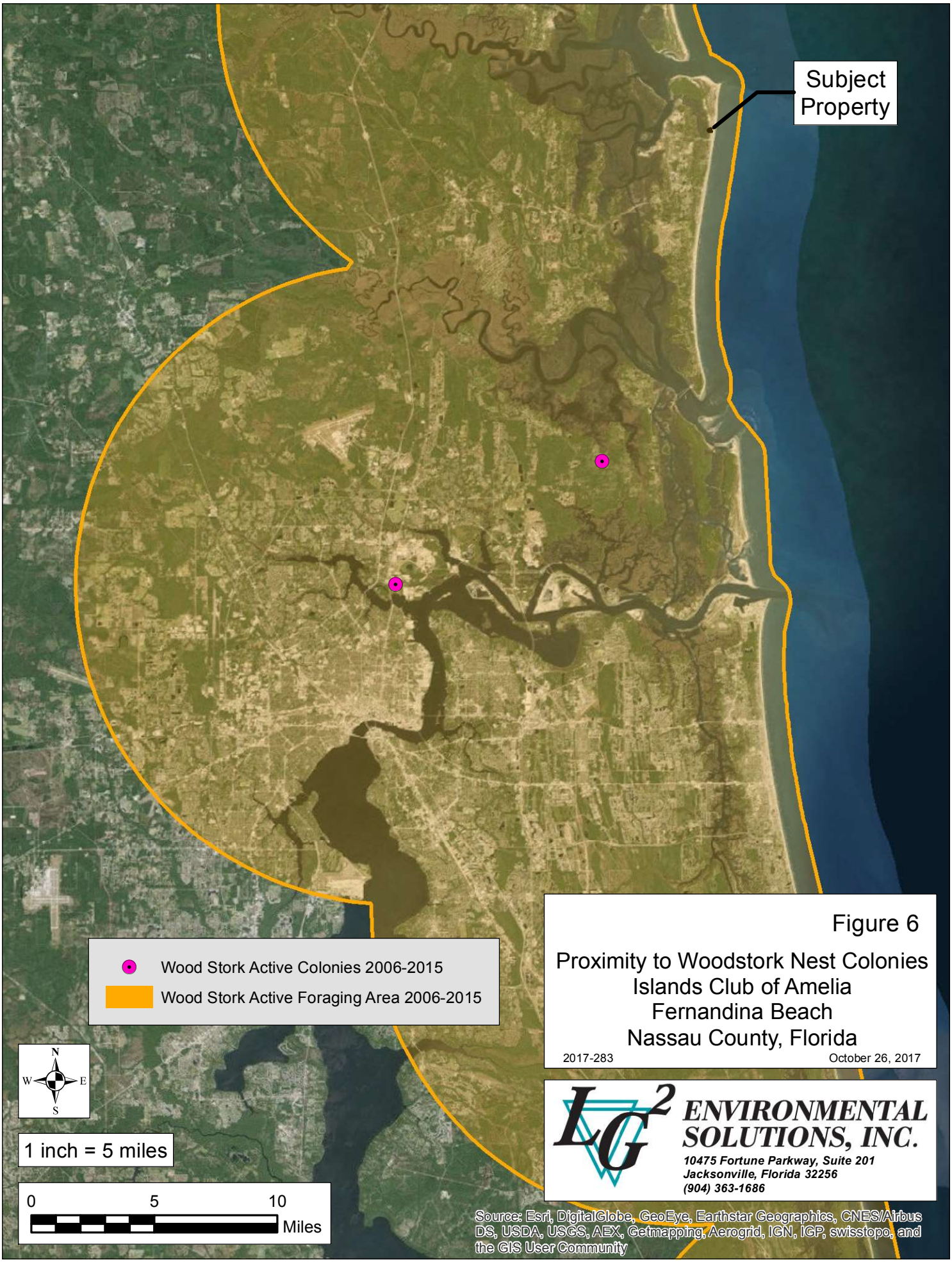


Figure 6

Proximity to Woodstork Nest Colonies
Islands Club of Amelia
Fernandina Beach
Nassau County, Florida

2017-283 October 26, 2017

LG2 ENVIRONMENTAL SOLUTIONS, INC.
10475 Fortune Parkway, Suite 201
Jacksonville, Florida 32256
(904) 363-1686

OCT 2 6 1992

ORDINANCE NO. 606 BK0668PG1768

AN ORDINANCE VACATING AND DISCONTINUING A PORTION OF A CERTAIN STREET IN THE CITY OF FERNANDINA BEACH, FLORIDA AND PROVIDING FOR AN EFFECTIVE DATE.

OFFICIAL RECORDS

WHEREAS, the portion of the street hereinafter described is designated on the map on file in the City of Fernandina Beach, but said portion is neither useful or used as a public street, and its designation on said map merely hinders the development of said City,

WHEREAS, in the judgment of the City Commission of the City of Fernandina Beach, Florida, it is for the best interests of the citizens of said City to discontinue the portion of the street hereinafter described.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF FERNANDINA BEACH, FLORIDA:

SECTION 1. That the portion of the street, as hereinafter set forth, in the City of Fernandina Beach, Florida, as shown by the map or plat on file in the City of Fernandina Beach, is hereby vacated and discontinued:

> That portion of Second Street lying west of the westerly right-of-way line of Tarpon Avenue in Section 14, Township 5 North, Range 29 East.

SECTION 2. That all other public rights of way in the form of streets, alleys or footpaths, whether merely platted or existing in the law in the area or territory in the City of Fernandina Beach hereinabove described are hereby closed, vacated and discontinued.

SECTION 3. The street vacation affected by this Ordinance is done as a part of a plan of public improvement calculated to facilitate the development of the areas affected.

SECTION 4. This ordinance shall take effect as provided by law.

Ronnie Sapp
Ronnie Sapp
Mayor - Commissioner

ATTEST:

J. Clayton Sanders
City Clerk

9216236

FILED & RECORDED IN PUBLIC RECORDS OF NASSAU COUNTY, FL
RECORD VERIFIED

92 OCT 26 AM 11:02

CLERK OF COURTS
NASSAU COUNTY, FLORIDA

FIRST READING: 4-21-81
PUBLICATION: 4-29-81
SECOND READING + FINAL PASSAGE: 5/5/81

RESOLUTION NO. 639

WHEREAS, BONDED INVESTMENTS AND REALTY COMPANY and ATLANTIC LAND AND DEVELOPMENT CORPORATION have presented to the City Commission, City of Fernandina Beach, for approval of a plat of THE ISLANDS CLUB SUBDIVISION, and

WHEREAS, Assurance has been given that all street paving, sanitary sewer and storm drains and other amenities will be completed to the satisfaction of the City Commission.

NOW THEREFORE, BE IT RESOLVED by the City Commission, City of Fernandina Beach, Florida:

SECTION 1. That the plat of THE ISLANDS CLUB SUBDIVISION be and the same is hereby accepted and approved as a final plat of said subdivision.

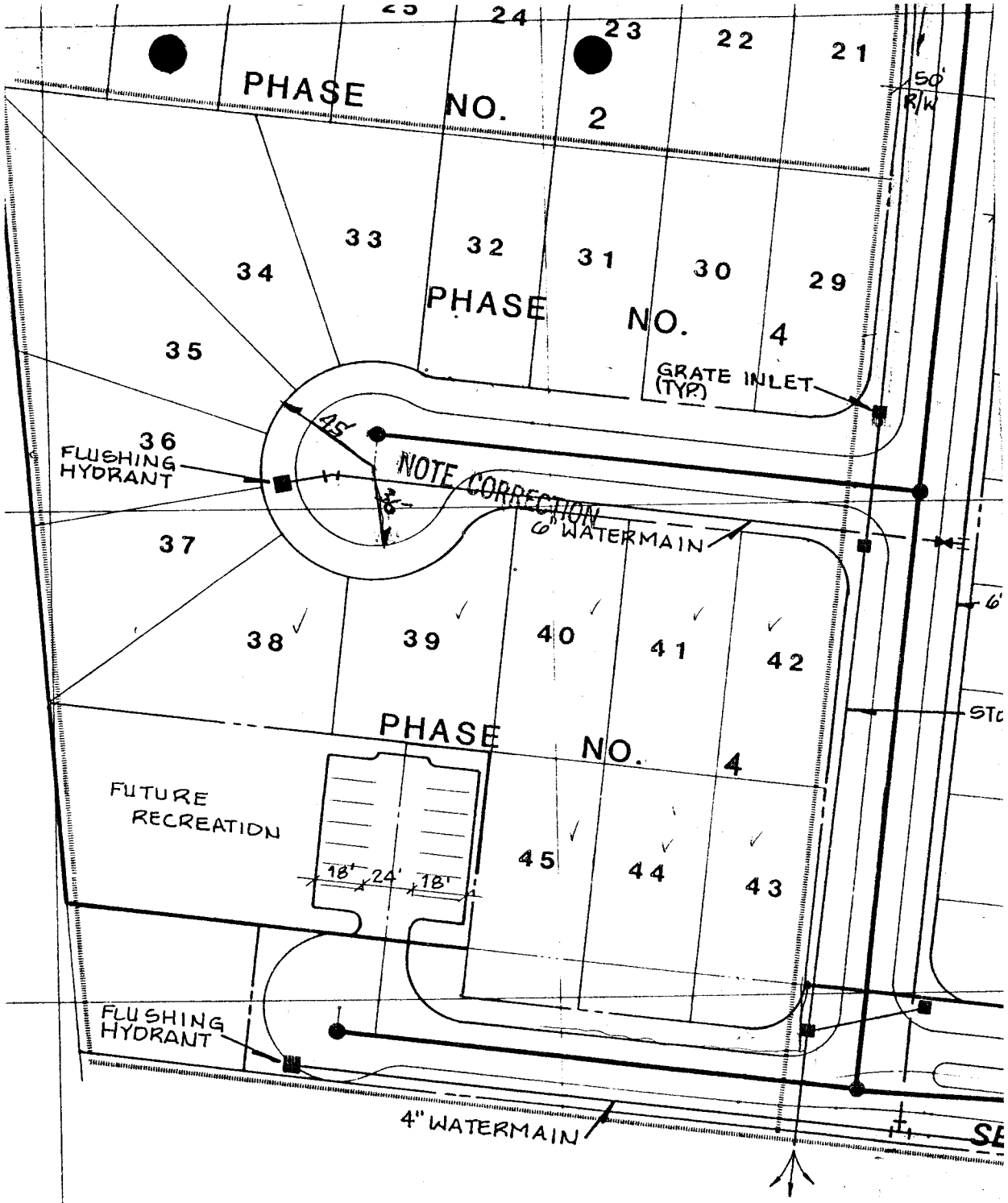
SECTION 2. That this resolution shall become effective immediately upon its passage.

Ronnie Sapp
Ronnie Sapp
Mayor - Commissioner

ATTEST:

J. Clayton Sanders
J. Clayton Sanders
City Clerk

Date of Passage: 4/21/81



APPROVED
CITY OF FERNANDINA BEACH
Date: Feb 27 - 1981
Henry T Lannuy
Building Official

NOTE CORRECTION
APPROVED
Director of Public

entitled, "AN ORDINANCE AMENDING SECTION 34 OF CABLE TELEVISION FRANCHISE ORDINANCE NO. 498, TO PROVIDE FOR AN INCREASE IN RATES AND TO PROVIDE FOR AN EFFECTIVE DATE". Mayor Sapp read Ordinance No. 604 by title only. A motion was then made by Commissioner Mottayaw, seconded by Commissioner Sorensen, that Ordinance No. 604 be passed on first reading. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

* *

The Commission then considered a recommendation of the Planning Advisory Board regarding the "Island Club" Planned Unit Development. The recommendation was as follows:

1. That the City accept Phase 4 of this project in escrow and that the recreational amenities be provided upon completion of Phase 2.
2. That the parking pads be a minimum of 16 feet instead of 18 feet as previously recommended.

There was discussion concerning 2nd Street which the City Manager stated was found to be a dedicated street. He went on to say that Mr. Joe McDonough has determined that his lot extends 20' into 2nd Street and wants that portion of the street closed.

After further discussion, Commissioner Mottayaw requested that the City Manager notify Mr. McDonough that the City needs a formal request from him to close the street

* *

City Manager Courtney reminded the Commission that the Pre-trial conference in the case of the City vs. Hawkins Aviation is set for March 24th and the trial set for March 30th.

* *

Commissioner Sorensen stated that the Commission needed to make some decision on the list of applicants for assistance with the sewer and refuse monthly bills.

After discussion, the Commission agreed to meet in official session on Monday, March 23, 1981 at 7:30 p.m. to go over the list of applicants.

* *

Vice Mayor Albert reported that he had appeared before the Nassau County School Board on two occasions regarding their participation on the Youth Resource Officer Program and they had agreed to participate in this project in the amount of 25% of the program. He stated that they did ask to be able to provide input in the selection of the person to be employed for this position.

* *

Vice Mayor Albert stated that he felt there needed to be more regularity in the trash pick-up schedule. City Manager Courtney stated that the trash trucks take section by section by weeks and that the trash day is Wednesday. He added that in the spring of the year the City cannot keep up with the amount of yard trash put out.

* *

Vice Mayor Albert stated that the City is stressing the demolition of unoccupied dwellings in certain areas and not in others. He stated that so that the public will be aware of the City's plan to take a section of twon at a time, they should be informed, possibly through the news media.

City Manager Courtney stated that Mr. Perry Turner who owns a condemned dwelling on S. 4th Street advises that he had contacted an architect to get plans so that he can get a building permit to restore his building.

* *

After further discussion, a motion was made by Commissioner Sorensen, seconded by Commissioner Boatwright, that the City be agreeable and that the piling for this restaurant will be eastward of the west boundary of the existing dock. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

* *

The City Commission then considered the recommendation of the Planning Advisory Board with regard to the "Islands Club" P.U.D. The recommendation was as follows:

"Planning Advisory Board
Date: 2/27/81
Time: 10.00 a.m.
Place: City Commission Chambers
Present: Don Roberts, Jim Moore, Jim Bartelt, Rev. Robert Flagler, Greg Haddock and Henry Lannon, Building Official.

Motion to approve the preliminary subdivision plan of "The Islands Club Subdivision" according to City ordinance 26-10-1 of the City Zoning Code, subject to:

1) The developer will assume the responsibility for operation and maintenance of all improvements including streets.

2) Parking pads shall be a minimum of 18 feet in width to provide off street parking for two cars.

3) The recreation parcel be put in escrow before plat approval.

4) Upon completion of Phase No. 1, and before construction of additional units, all recreational amenities shall be completed.

5) A landscape plan shall be made a part of the supporting documents of the plan.

Motion by Flagler, seconded by Bartelt, passed unanimously.

Adjourned: 11:00 a.m.

Respectfully submitted,

Greg Haddock, Secretary"

City Manager Courtney stated that he and the Fire Chief, Police Chief, Public Works Director and Building Official had reviewed the plans as well and he requested that the Commission require the drainage to be put in from the intersection of 3rd and Tarpon Street going westward as they had marked on the plans.

There was discussion regarding the encumbering of more property than just the recreation parcel.

Mr. Joe McDonough then came before the Commission and explained that the project was planned to be built in phases in order to give more flexibility. He stated that these units are single family residential homes and not condominiums. Commissioner Mottayaw stated that it appeared to him that by building a P.U.D. he was bypassing the present zoning and had substandard lots.

Mr. Steve Simmons then came before the Commission and stated that he felt this type of project would be better for Fernandina Beach than more condominiums would.

A motion was then made by Commissioner Sorensen, seconded by Commissioner Boatwright, that the City Commission accept the recommendation of the Planning Advisory Board which is the acceptance of this project.

Commissioner Mottayaw inquired of Mr. McDonough what would be his objection to encumbering one of the phases rather than just the recreation parcel and then release it as developed.

Atlantic
Land & Development
corp.

100 REDFERN VILLAGE
SAINT SIMONS ISLAND, GEORGIA 31522
TELEPHONE (912) 638-9941

February 3, 1981

Mayor and Commissioners
City of Fernandina Beach
Fernandina Beach, Florida

RE: The Islands Club, P.U.D., by Lifsey and McDonough Co., Inc.

Dear Sirs:

It is my Company's intention to develop a P.U.D. known as The Islands Club in Fernandina Beach, Nassau County, Florida. This development will consist of 46 single-family residential buildings located on 46 individual lots. The homes have been customized to fit todays housings trend and are engineered to be energy efficient.

It is our intention to build out the 46 lot subdivision in four phases of approximately 11 units each with approval being required on each phase by your planning commission and City commission.

Phase construction allows us the opportunity to build out the P.U.D. with complimenting sales.

For example, Phase One, for which we seek approval tonight, consist of 10 units. First Federal Savings and Loan of Nassau County has approved financing for our first phase. The sale of the first 7 units shall necessitate the expansion into Phase II. With the sale of 70% of the units in Phase II we would expand to Phase III. Phasing of this sort allows us to complete a very complimentary street scape while allowing us the freedom to adjust our home to fit the marketplace.

At the completion of 50% of the units we would start construction on the Amenity Package to consist of Pool and Club House. In accordance with our agreement,

with the planning commission we will deed to the City of Fernandina Beach the common properties area after the completion of the seond phase and you will deed back to us the said common properties area when we begin construction of the amenity package.

We intend to insure the highest quality subdivision by use of restrictive covenants on the property to guarantee its continued existence in accordance with our plans and to provide for the maintenance of the common properties by use of property owners association. All resident owners shall be required to become members of the Association.

File

City of Fernandina Beach

Florida

32034

P. O. Box P
Fernandina Beach, FL

August 25, 1987

Julian F. Lifsey, jr.
201 East Kennedy Boulevard,
Suite 805
Tampa, Florida 33602

Re: Islands Club Subdivision

Dear Mr. Lifsey:

I have your letter of August 14, 1987, and offer the following in response to your questions:

As you are probably aware, the "Islands Club" property was approved as a Planned Unit Development (conditional use) on March 3, 1981, and by Resolution No. 639, according to the application and plans submitted by Joe McDonough.

Section 26-10.3 of the Code of Ordinances of the City regulates "PUDs" and provides in subsection (D)(3) that deviations from the normally permitted principal and accessory uses for that zoning district may be granted upon approval of the PUD conditional use application by the City Commission. Once granted or approved, no building permit may be issued except in conformity with all provisions of the PUD (Reference § 26-10.3(E)(8).

Thus, while I am not privy to any conversations between Henry Lannon's office and that of Vera Boner's, I am of the opinion that any further development at Island's Club must be in conformity with the PUD application and approval, unless or until such is amended or rescinded by the City Commission.

xc: Bob Cole
Sent 10/28/87

City of Fernandina Beach

Florida

32034

October 26, 1987

OCT
City of Fernandina Beach

TO: FERRIS B. JONES

FROM: WESLEY R. POOLE WRP

SUBJ: ISLAND CLUB

Regarding your memo of July 28, 1987, you are advised that the "deed" to the City from the developer of The Islands Club was a conditional deed, requiring a reconveyance of of the property to the developer upon completion of the amenities.

Inasmuch as the amenities have not been completed, the reconveyance has not occurred. In any event, as I see it, the City has no "option" to sell the land and divide the proceeds among the property owners.

My further opinion is that this issue remains a civil matter between the class of purchasers and the developer, and should be resolved by them in court, as I had previously opined at various city commission meetings when the matter was discussed.

Therefore, I cannot recommend any course of action for the commission to take in that I do not see where the commission could take any.

WRP/sbd

FORM 102 Florida WARRANTY DEED—(Statutory Form.)

TUTBLANX REGISTERED U.S. PAT. OFFICE
Tuttle Law Print, Publishers, Rutland, Vt.

OFFICIAL RECORDS

BOOK 341 PAGE 386

JUL 23 1981

This Indenture,

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and / or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one

Made this 30th *day of* April *A. D. 19*81,

Between, ATLANTIC LAND & DEVELOPMENT CORP., a corporation organized and existing under the laws of the State of Georgia, and having its principal place of business in St. Simons Island, Glynn County, Georgia, and BONDED INVESTMENT & REALTY COMPANY, a corporation organized and existing under the laws of the State of Florida, and having its principal place of business in Tampa, *of the County of* Hillsborough *in the State of* Florida, *party of the first part, and* CITY OF FERNANDINA BEACH, a municipal corporation having its principal place of business in the City of Fernandina Beach, Nassau County Florida, and whose address is P.O. Box 668, Fernandina Beach

of the County of Nassau *in the State of* Florida *party of the second part,*

Witnesseth, *that the said party of the first part, for and in consideration of the sum of* ONE DOLLAR ($1.00) ~~Dollars,~~ *to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of* Nassau *, State of Florida, to wit:*

Lots Thirty-eight (38), Thirty-nine (39), Forty (40), Forty-one (41), Forty-two (42), Forty-three (43), Forty-four (44) and Forty-five (45), and also Tract "A", Tract "B" and Tract "C", all of THE ISLANDS CLUB SUBDIVISION, according to plat recorded in Plat Book 4, Page 106, public records of Nassau County, Florida.

This deed will be returned to the Grantors herein upon completion of the amenities package in The Islands Club Subdivision and acceptance of by the City of Fernandina Beach.

HERBERT WM. FISHLER
13½ N. 4TH STREET
FERNANDINA BEACH, FLORIDA 32034

NASSAU COUNTY
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
JUL 23 '81
$ 0.45

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, *the said party of the first part has hereunto set his hand and seal the day and year first above written.*

Signed, Sealed and Delivered in Our Presence:

Dorothy B. James
Deborah R. Cason

ATLANTIC LAND & DEVELOPMENT COR

BY: Joseph H. McDonough (L.S.)
President

BONDED INVESTMENT & REALTY COMPANY

BY: James N. Tyrey (L.S.)
President

State of Florida OFFICIAL RECORDS

County of NASSAU.

I Hereby Certify *That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,* Joseph N. McDonough, as President of Atlantic Land & Development Corp., and Julian H. Lifsey, Jr., as President of Bonded Investment & Realty Company,

to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they *acknowledged before me that* they *executed the same freely and voluntarily for the purposes therein expressed.*

Witness *my hand and official seal at* the City of Fernandina Beach, *County of* Nassau *, and State of Florida, this* 30th *day of* April *, A. D. 1981.*

Deborah L. Pace

~~My Commission Expires~~

Notary Public, State of Florida at Large;
My Commission Expires: April 10, 1984.

85335

FILED AND RECORDED
IN OFFICE

1981 JUL 23 AM 8:24

NASSAU COUNTY, FLA.
CLERK CIRCUIT COURT
T.J. GREESON—CLERK

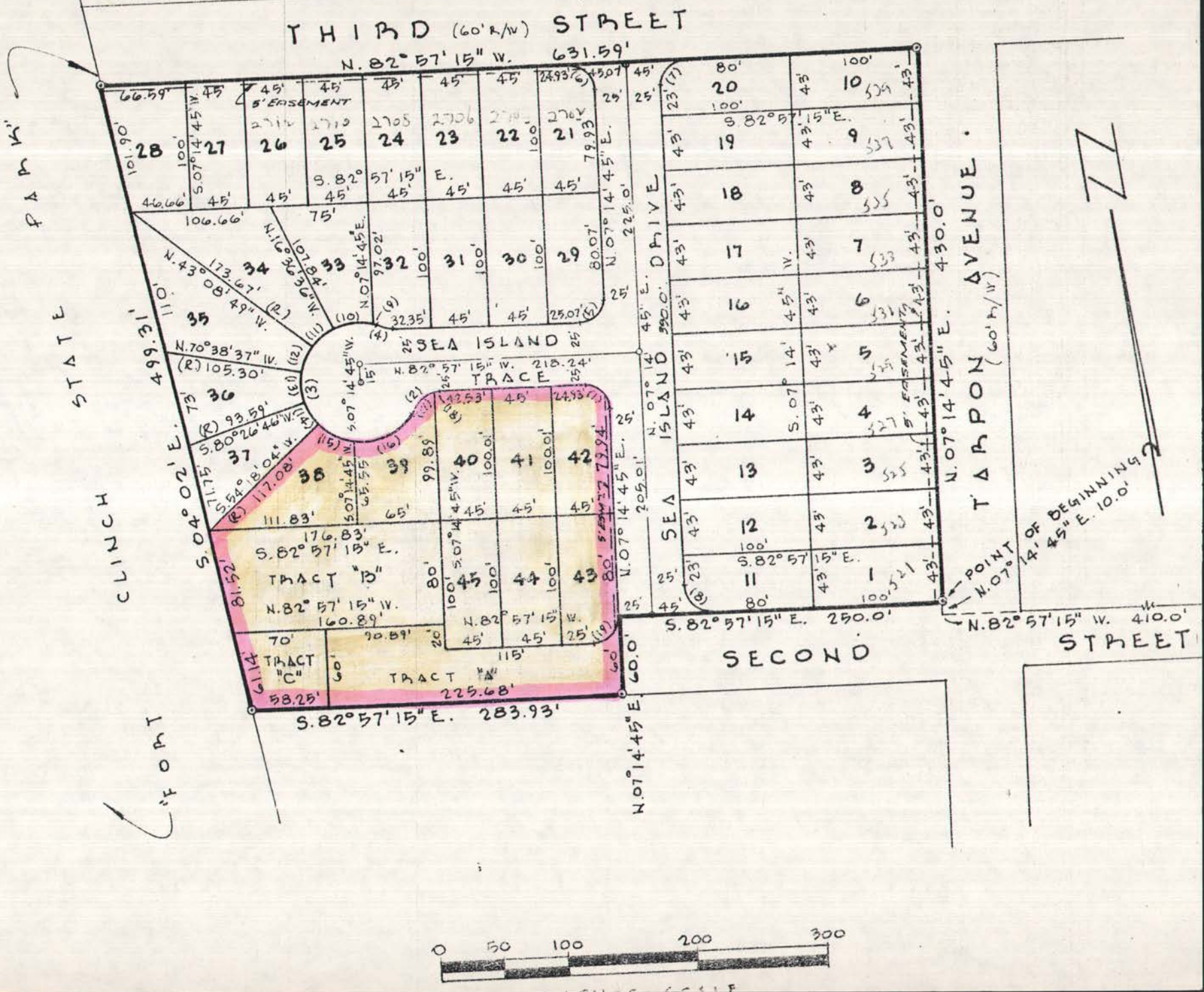
Warranty Deed

TO

Date

ABSTRACT OF DESCRIPTION

HERBERT WILLIAM FISHLER
ATTORNEY AT LAW
FERNANDINA BEACH, FLORIDA 32034


THIRD (60' R/W) STREET
N. 82° 57' 15" W. 631.59'
5' EASEMENT
SEA ISLAND TRACE
N. 82° 57' 15" W. 218.24'
TRACT "B"
N. 82° 57' 15" W. 160.89'
TRACT "C"
TRACT "A"
225.68'
S. 82° 57' 15" E. 283.93'
SEA ISLAND DRIVE
S. 82° 57' 15" E. 250.0'
SECOND STREET
N. 82° 57' 15" W. 410.0'
POINT OF BEGINNING
N. 07° 14' 45" E. 10.0'
TARPON AVENUE (60' R/W)
N. 07° 14' 45" E. 430.0'
N. 07° 14' 45" E. 499.31'
S. 04° 02' E.
CLINCH STATE PARK
FORT
0 50 100 200 300

11/19/96

MEMORANDUM

TO: ZACHARY ZOUL
CITY MANAGER

DATE: OCTOBER 8, 1996

FROM: MARY McKINNEY
COMMUNITY DEVELOPMENT DIRECTOR

RE: ISLANDS CLUB SUBDIVISION PLANNED UNIT DEVELOPMENT - ADDRESSING THE LAND HELD IN TRUST BY THE CITY OF FERNANDINA BEACH

Memo prepared for the November 19, 1996 City Commission Meeting

SITE DATA

File: Islands Club Subdivision

Date: October 8, 1996

Request: *To return that portion of the Islands Club Subdivision held in trust by the City of Fernandina Beach until the completion and acceptance of the amenities package for said Subdivision, specifically, lots 38-45 and tracts A, B, and C*

Location: Islands Club Subdivision, on the northern end of Amelia Island, on the west side of Tarpon Ave., between 2nd and 3rd streets

Acreage: approximately 1.56 acres

 # Lots: 8 lots, 3 tracts

Land Use: Future Land Use is High Density Residential, Current Land Use is vacant/undeveloped

Zoning: PUD/R-2, One- and Two-Family Residential Dwelling District

Surrounding Land Uses: High Density Residential to the north and south, Recreation to the west, and Medium Density to the east

Surrounding Zoning: R-3, Multiple-Family Dwelling District to the north and south; REC, Recreation to the west; and R-2, One- and Two-Family Dwelling District to the east

draft
11/19/96

BACKGROUND

The City of Fernandina Beach has held in trust lots 38-45 and tracts A, B, and C of The Islands Club Subdivision for the Atlantic Land and Development Corp. of St. Simons Island, Glynn County, Georgia until the completion of the amenities package for said Subdivision. The deed certifying the above was signed April 30, 1981. A general timeline of actions related to the Islands Club Subdivision from February 3, 1981 to March 13, 1996 is outlined.

Date	Action
February 3, 1981	At the City Commission meeting, a motion was made and passed by all ayes that "...the City approve the PUD concept of 'The Islands Club'".
March 3, 1981	At the City Commission meeting, the Commission unanimously accepted the Islands Club project, with the provided PAB conditions.
April 21, 1981	Resolution #639 was passed by all ayes of the City Commission to accept the plat for The Islands Club Subdivision.
April 30, 1981	Lots 38-45 and tracts A, B, and C of the Islands Club Subdivision were deeded to the City to be held in trust until completion of an amenities package by the developer.
Prior to May 5, 1987	The developers (Joseph McDonough D/B/A Atlantic Land & Development and Julian Lifsey D/B/A Bonded Investment & Realty Co.) abandoned the Subdivision without completing the Subdivision and without completing the amenities package.

draft
11/19/96

May 5, 1987	James R. and Karen A. Gildenston were awarded a judgement from the Circuit Court of the 4th Judicial Circuit, Nassau County of $9,900 from the developers of the Islands Club, due to the non-completion of the amenities package and the consequent decrease in value of the aforementioned party's property.
October & November of 1987	FB Jones, City Manager, and Wesley Poole, City Attorney, felt that the City could take no action, that the City had no "option" to sell the land in question (i.e., the land held in trust) to divide the proceeds among the property owners involved in the Islands Club Subdivision.
Prior to September 29, 1995	The City Attorney, Anthony Leggio, stated that no justifiable basis existed for the City to provide any compensation to Dr. Gildenston in relation to the Islands Club Subdivision.
March 13, 1996	Through his attorney, Mr. Clyde Davis, Dr. Gildenston sought to enforce against the City the judgement he received from the Circuit Court in 1987 (i.e., against the land held in trust by the City based upon the completion of the amenities package.

At the March 3, 1981 City Commission meeting, the Commission unanimously accepted the Islands Club PUD project, based on the condition that the developers be required to install proper drainage down Tarpon Ave. and 200 feet west on 2nd Street plus the conditions provided by the PAB:

draft
11/19/96

1) The developer will assume the responsibility for operation and maintenance of all improvements including the streets.
2) Parking pads shall be a minimum of 18 feet in width to provide off street parking for two cars.
3) The recreation parcel be put in escrow before plat approval.
4) Upon completion of Phase No. 1, and before construction of additional units, all recreational amenities shall be completed.
5) A landscape plan shall be made a part of the supporting documents of the plan.

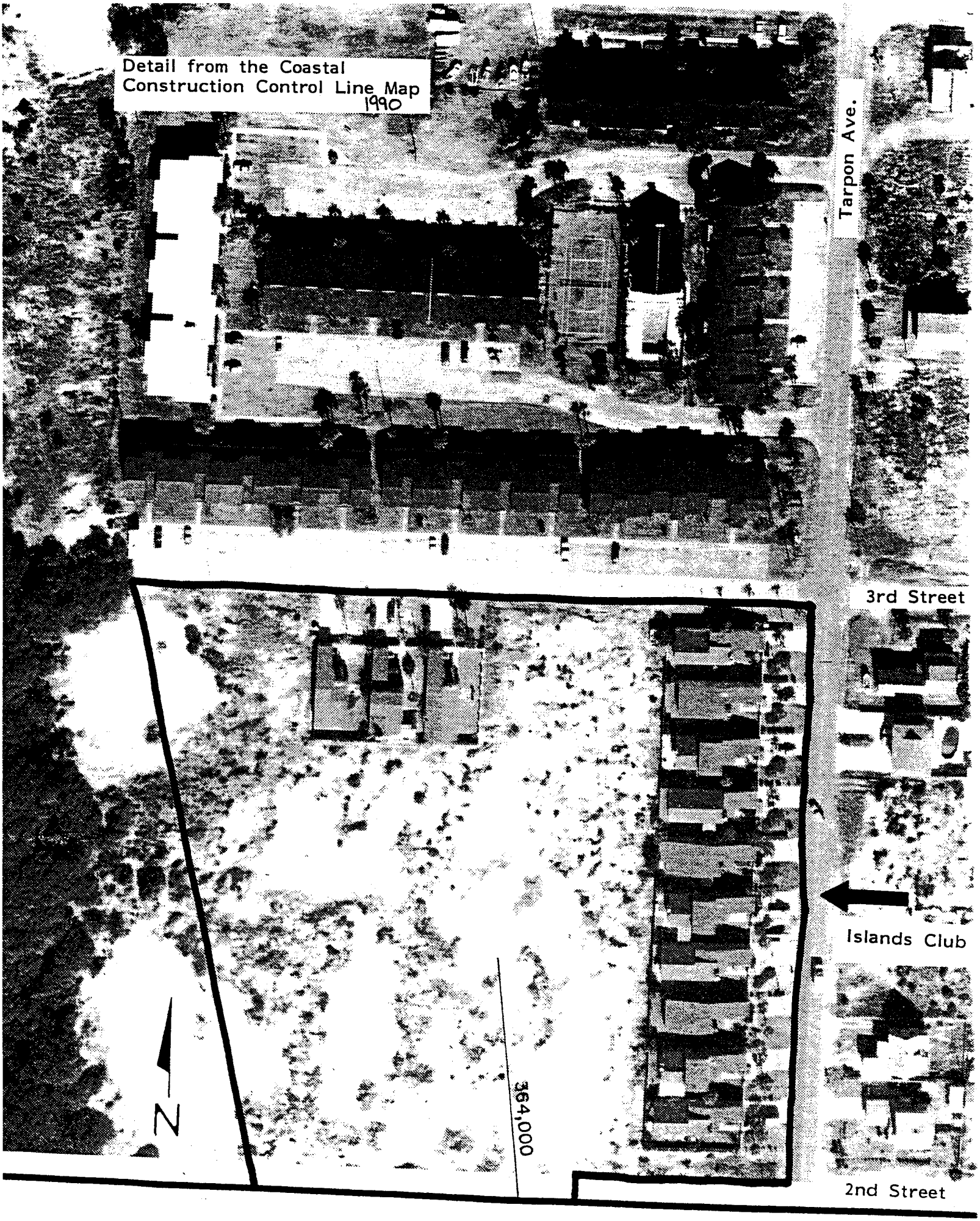
Excerpt from the minutes of the February 27, 1981 Planning Advisory Board Meeting

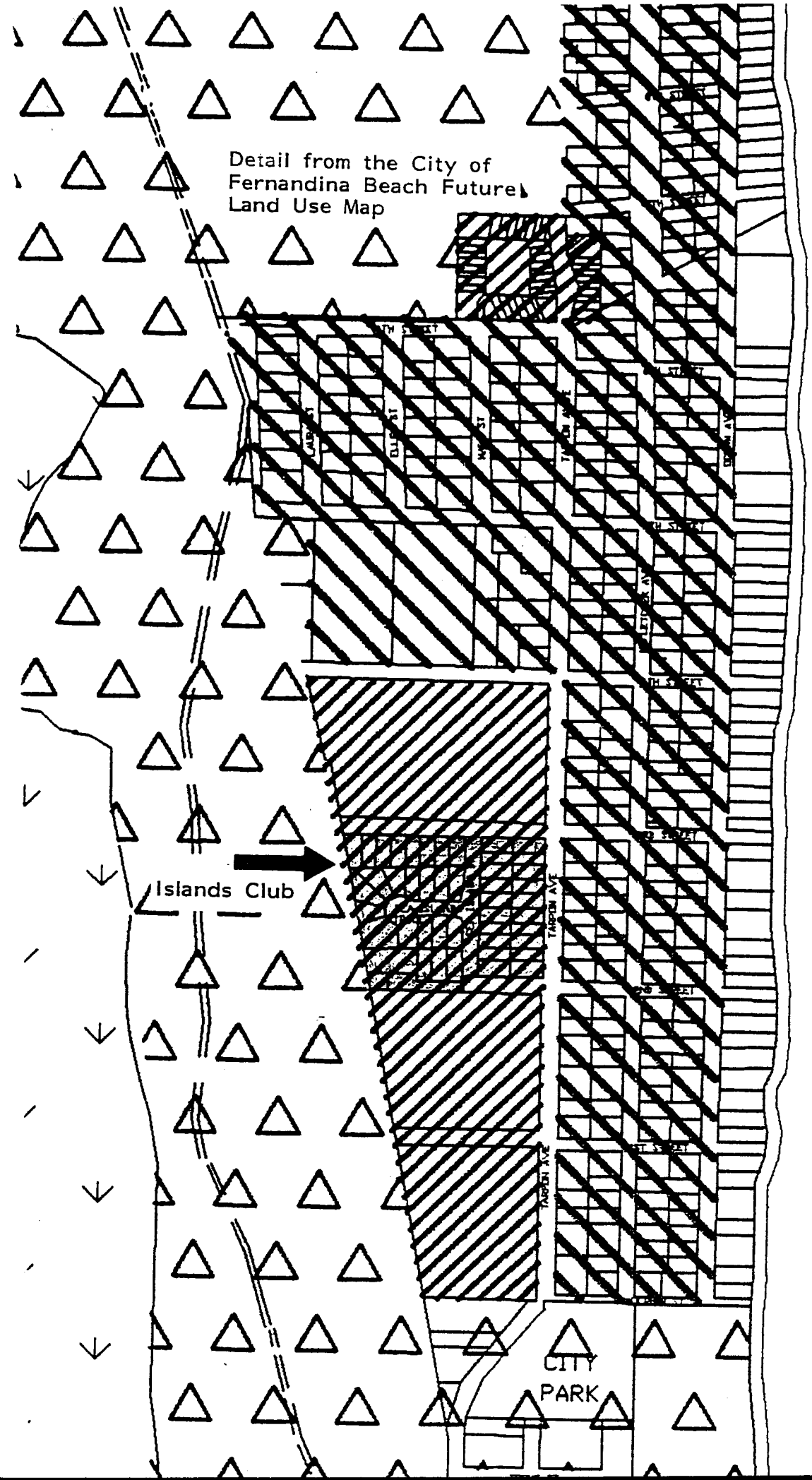
Sometime before 1987, the developers of The Islands Club Subdivision abandoned the project, never completing the promised amenities package and never completing the Subdivision.

RECOMMENDATION

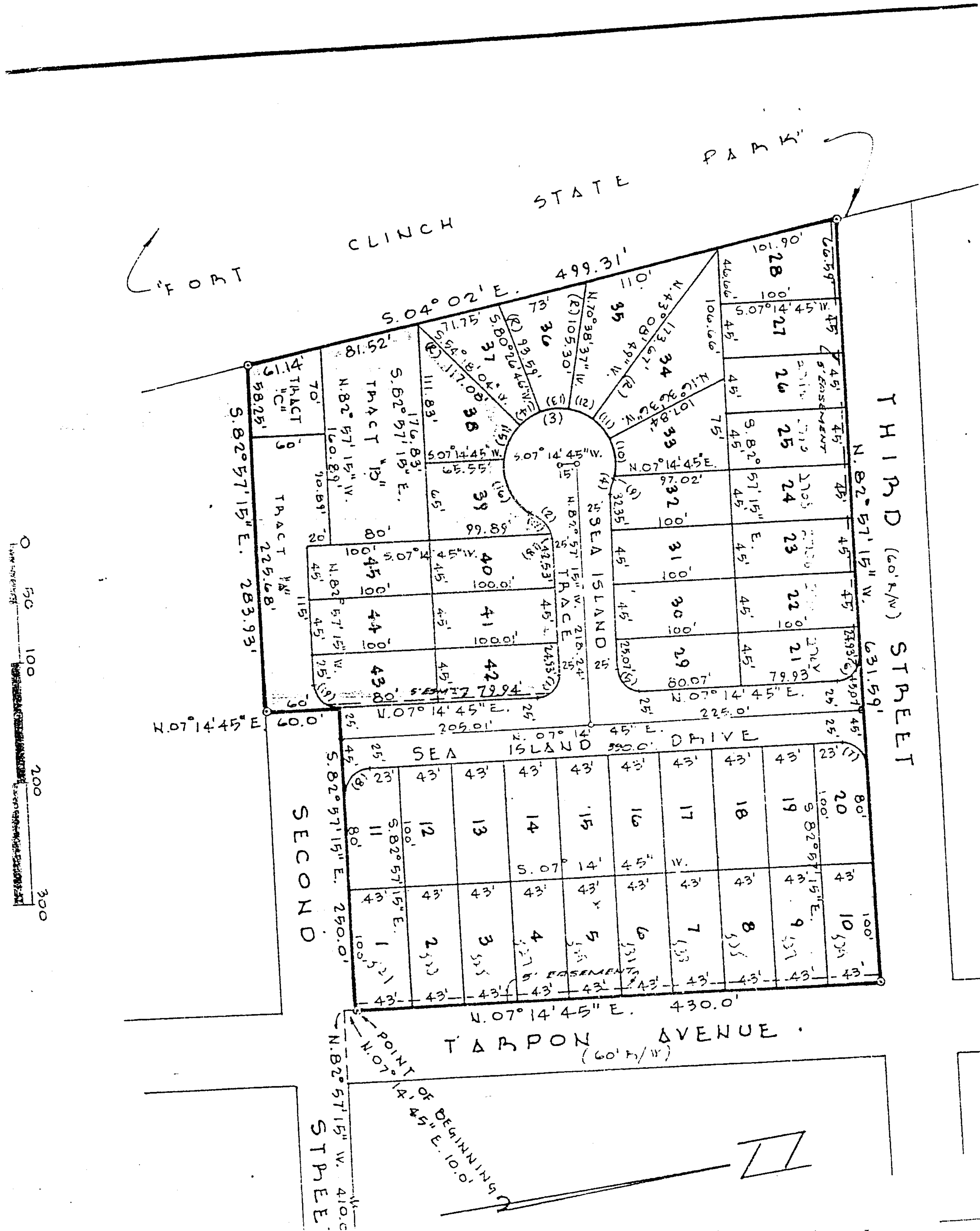
Mary McKinney, AICP
Community Development Director

MMcK/cme
cc: Vicki Cannon, City Clerk
Atlantic Land & Development Company (?)
Bonded Investment & Realty Company (?)
Clyde Davis, Attorney
Islands Club Subdivision file


Detail from the Coastal
Construction Control Line Map
1990
Tarpon Ave.
3rd Street
Islands Club
2nd Street
364,000
N


Detail from the City of Fernandina Beach Future Land Use Map
Islands Club
CITY PARK
N

ATTACHMENT



"FORT CLINCH STATE PARK"
S. 04° 02' E. 499.31'
THIRD STREET (60' R/W)
N. 82° 57' 15" W. 631.59'
SEA ISLAND TRACE
SEA ISLAND DRIVE
N. 07° 14' 45" E. 350.0'
N. 07° 14' 45" E. 205.01'
N. 07° 14' 45" E. 225.0'
TRACT "A"
TRACT "B"
TRACT "C"
S. 82° 57' 15" E. 283.93'
N. 07° 14' 45" E. 60.0'
SECOND STREET
S. 82° 57' 15" E. 250.0'
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TARPON AVENUE (60' R/W)
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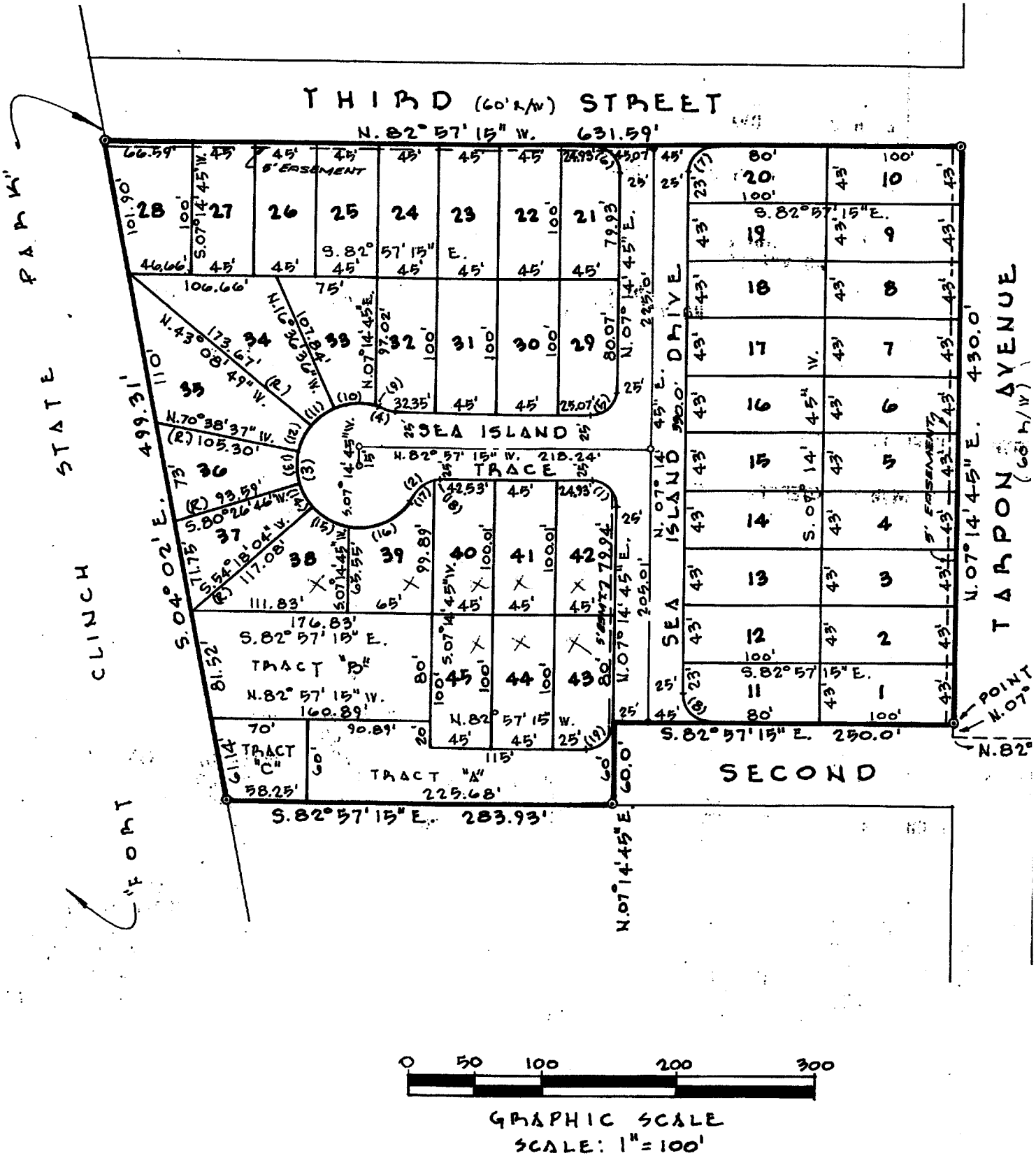
N. 82° 57' 15" W. 410.0'
5' EASEMENTS
0 50 100 200 300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STATE
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S. 82° 57' 15" E. 283.93'
S. 82° 57' 15" E. 250.0'
N. 07° 14' 45" E. 430.0'
POINT N. 07°
N. 82°
0 50 100 200 300
GRAPHIC SCALE
SCALE: 1" = 100'

FLORIDA PUBLIC UTILITIES COMPANY
FERNANDINA BEACH,FLORIDA

APPLICATION FOR WATER SERVICE

APPLICANT _____ PHONE _____

SERVICE ADDRESS _____ LOT# _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

DO YOU HAVE A TITLED INTEREST IN THE ABOVE PROPERTY? YES ___ NO ___

DATE SERVICE DESIRED _____

SIZE OF SERVICE REQUESTED: 3/4" ✓ 1 1/4" ___ 2" ___ 3" ___ 4" ___ OTHER ___

WILL SERVICE BE USED FOR - RESIDENTIAL ✓ COMMERCIAL ___

SIGNATURE OF APPLICANT _____

APPLICATIONS FOR REAL ESTATE DEVELOPEMENT, SUBDIVISIONS AND LARGE INDUSTRY MAY RWEQUIRE FURTHER INFORMATION AND PLOT PLANS. FLORIDA PUBLIC UTILITIES COMPANY WILL CONTACT THE APPLICANT IF THIS INFORMATION IS DESIRED.

OTHER INFORMATION

FLORIDA PUBLIC UTILITIES COMPANY WILL RESPOND TO THIS APPLICATION IN WRITING, WITHIN (30) DAYS OF THE DATE THIS APPLICATION IS RECIEVED.

Florida Public Utilities Company
Fernandina Beach, Florida

Date:_____ Phone Number: (W)_____(H)_____

Owner/Builder:_____

Service Address:_____

Subdivision Name_____Lot#_____

Billing Address:_____ Phone #_____

City:_____ State:_____ ZipCode_____

Electrician:_____ Phone #_____

Service Requested: New_____ Rewire_____ Overhead_____ Underground_____

Commercial_____ Residential_____ Single Meter_____ Duplex_____

Service Size: 100 AMP_____ 200 AMP_____ 400 AMP_____ Other_____

Voltage Required: 120/240 Volt 1 Phase_____ 120/208 Volt 1 Phase_____

120/240 Volt 3 Phase_____ 120/208 Volt 3 Phase_____

277/480 Volt 3 Phase_____ Other_____

Temporary Power Required: _____ ~~Need Temporary Meter Can~~ _____

Applications for Real Estate Developments, Subdivisions, Large Industry and Commercial Development require additional information and plans. The company will contact the applicant for this information as needed.

All work performed under this application must be in accordance with the National Electric Code, the Codes of the City of Fernandina Beach and/or the Nassau County Building Departments and Florida Public Utilities rules and regulations.

Since the service location is on Amelia Island, Florida it is understood that Florida Public Utilities will provide the electrical power for said service. I understand that my copy of this approved application serves as written notice, that the Florida Public Utilities Company, under its tariff as filed with the Florida Public Service Commission, will provide electric service to the above addressed service location.

Signature of Applicant_____

SER.LOC.			TEMP. SER.					PRE-CON			PERM. SER.		
TYPE	DATE	BY	FEES	FINAL	TO YARD	COMPLETE	REMOVE	REQUEST	TO YARD	COMPLETE	FINAL	TO YARD	COMPLETE

REWIRE SER.				DISCONNECT
METER CAN	TO YARD	FINAL	COMPLETE	DATE: DAY: TIME:

The Islands Club Subdivision

We have put under contract lots 11-20 and 29-37 in the Islands Club Subdivision. It is our understanding that the original developer for this subdivision did not complete the open recreation portion of this project as originally intended. Because of this situation, the City of Fernandina Beach took ownership of lots 38-45. We request that following the completion of the open recreation space, the City of Fernandina Beach will deed these lots back to the current owner of the Islands Club Subdivision.

We propose to build a passive open recreation park on tracts A, B, and C within the Islands Club Subdivision. Concurrently, we plan to develop either single Family dwellings or attached family dwellings on the remaining lots with in the subdivision along with all necessary road work. The Islands Club Subdivision appears to be zoned PUD but there are no records of the PUD documents along with any Covenants and Restrictions. This property is currently surrounded by R-3 zoning and its underlying comprehensive plan dictates high density residential. Because of these facts, we plan to follow the guidelines set forth by R-3 zoning.

The Islands Club Subdivision

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Seaside Assoc.

Jim Roberts

491-8890 - Home

874-0911 - Cell.

Letter from Rex Luston

Re: What needs to be done @ Seaside Side -

(Prior to release of bond.)

Notify / Tree Ordinance / Write letter to Engineer

Restrictions, Covenants, Conditions, Limitations,

Reservations, Easements, Rights and Privileges

Relating to

THE ISLANDS CLUB

Recorded in the office of the Clerk
of Superior Court of Nassau County,
Florida, on February ___, 1981, in
Deed Book _____, Page____.

and

By-Laws

of

THE ISLANDS CLUB

PROPERTY OWNERS' ASSOCIATION, INC.

As Established by

LIFSEY AND McDONOUGH CO., INC.

Fernandina Beach, Florida

G E N E R A L N O T I C E

(Shown on and made a part of the plat of The Islands Club, Phase 1, as recorded in the office of the Clerk of the Superior Court of Nassau County, Florida, in Plat Drawer _____, as map number _____.)

Any purchaser of a lot or lots in said subidvision shall purchase said lot or lots with knowledge that membership in The Islands Club Property Owners Association, Inc., is a condition of the sale of any lot or lots herein.

Said lots shown hereon are further subject to the residence, conditions, and limitations now or hereinafter imposed upon the use of said lots.

Owner and developer reserves the right and privilege to modify, amend, change or add to said Phase I of said subdivision any additional lands about The Islands Club which shall be subject to the same restrictions, conditions, and limitations as is this Phase I.

NOTES

(Shown on and made a part of the plat of The Islands Club, Phase I, as recorded in the office of the Clerk of the Superior Court of Nassau County, Florida, in Plat Drawer _____, as map number _____.)

1. Building setbacks to be 20' from the edge of all roads rights of ways, road easements.

2. All building to be zero lot line designed with minimum 15' side yard.

3. All corners within the subdivision are monumented with iron pins.

4. All easements are typical unless otherwise noted.

BY-LAWS

of

THE ISLANDS CLUB

PROPERTY OWNERS'

ASSOCIATION, INC.

Article 1

DEFINITIONS

SECTION 1. "Association" shall mean and refer to The Islands Club Property Owners Association, Inc., a non-profit corporation organized and existing under the laws of the State of Florida.

SECTION 2. "The Properties" shall mean and refer to The Islands Club Subdivision. Phase I, and such additions thereto as hereafter may be brought within the jurisdiction of the Association by annexation as provided herein.

SECTION 3. "Common Properties" shall mean and refer to parks, playgrounds, commons, and any other properties or facilities owned and maintained by the Associations for the common benefit and enjoyment of the residents within The Properties.

SECTION 4. "Subdivider" shall mean and refer to The Islands Club Property Owners Association, Inc., a Florida corporation, the subdivider of The Islands Club Subdivision, Phase I.

RESOLUTION 2005-123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AUTHORIZING THE EXECUTION OF A DEED FOR LOTS 38 THROUGH 45 AND TRACTS A, B, AND C TO ISLANDS CLUB AMELIA, L.L.C. UPON THE POSTING OF A PERFORMANCE BOND FOR THE CONSTRUCTION OF THE AMENITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 30, 1981, Atlantic Land & Development Corporation, the original developer of Islands Club, deeded Lots 38 through 45 and Tracts A, B, & C of the Island Club Subdivision, as recorded in Plat Book 4, Page 106 (hereinafter the Property) to the City to be held in trust until the amenities for the Planned Unit Development (PUD) were built; and

WHEREAS, the amenities were never completed by the original developer, and the City still holds the deed to the Property; and

WHEREAS, Islands Club Amelia, LLC executed a contract to purchase the Property from the successor in title to the original developer, Sea Island Investors, LLC, and will close said property on or before August 11, 2005; and

WHEREAS, Islands Club Amelia, LLC desires to complete the amenities package for Islands Club upon purchase of the property; and

WHEREAS, in order to complete the amenities package, Islands Club Amelia, LLC will need title to the property; and

WHEREAS, Island Club Amelia, LLC is willing to post a bond for the estimated amount required to complete the amenities package; and

WHEREAS, Islands Club Amelia, LLC requests that the City execute a deed for the Property upon the posting of a performance bond in the estimated amount of four hundred sixty eight thousand ($468,000.00) for the construction of the amenities; and

WHEREAS, the form of the bond and the exact amount of the bond will be subject to the final review and approval of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA THAT:

SECTION 1. The City Commission hereby authorizes City staff to execute any and all documents necessary to deed to Islands Club Amelia, LLC the Property, consisting of Lots 38 through 45 and Tracts A, B, and C of the Island Club Subdivision, as recorded in Plat Book 4, Page 106 upon the posting of a performance bond in the estimated amount of four hundred sixty eight thousand ($468,000.00). The performance bond form and final amount for the bond are subject to the review and approval of the City.

SECTION 2. This resolution shall be effective immediately upon passage.

ADOPTED this 5th day of July, 2005 with a quorum present and voting.

ATTEST

Cassandra P. Mitchell

CASSANDRA P. MITCHELL
City Clerk

CITY OF FERNANDINA BEACH

Ken Walker

KEN WALKER
Commissioner-Mayor

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2005-123
The Islands Club Subdivision—Release of Deed Restriction

DEPARTMENT: Legal

ATTACHMENTS: ___ Ordinance ___x_ Resolution
_X_ Support Documents ___ Other

SUMMARY: In 1981, the City Commission allowed the original developer of the Sea Islands project to give the city a conditional deed as a guarantee for the completion of certain amenities for the subdivision. The amenities were never completed, and the city has held the conditional deed for over 20 years. A new owner has come forwarded to purchase the property, and desires to complete the amenities specified. In order to complete the amenities, the new owner needs to obtain a release from the original condition in the deed, and is proposing to issue a performance bond to the city in the estimated amount required to complete the amenities. The attached resolution authorizes the city to release the conditional deed in exchange for the bond, and to issue a deed to the developer to clear the title to the property. By accepting the bond, the city can still assure the completion of the amenities, which was the original goal of the commission in 1981. I have attached a copy of the letter from Mr. Tomassetti, attorney for the new buyers, as well as some back up information.

7.4

RECOMMENDED ACTION: Adopt Resolution 2005-123

DEPARTMENT HEAD	Submitted: DBraga	Date: 6/22/05
	Requested Agenda	Date: 7/5/05
FINANCE DEPARTMENT	Budgeted __Yes __No __N/A	Date:
CITY ATTORNEY	Approved for Form and Correctness	Date: 6/24/05
CITY MANAGER	Approved Agenda Item for	Date: 7/5/05

COMMISSION ACTION: ___ Approved As Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: __CA __CC __CM __CD __FI __FD __GC __HR __MD __PD __PR__PW __UD

AJT

A. JEFFREY TOMASSETTI

Attorney at Law

June 22, 2005

A. Jeffrey Tomassetti, Esq.
Valerie C. Faltemier, Esq.

Debra A. Braga, City Attorney
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

HAND DELIVERED

RE: Islands Club Planned Unit Development
Amenities Package

Dear Ms. Braga:

I represent Islands Club Amelia, LLC and will appear on their behalf under that certain Agent Authorization from Sea Island Investors, LLC., the current owner of property in Islands Club Planned Unit Development (PUD).

On April 30, 1981, Atlantic Land & Development Corporation, the original developer of Islands Club, deeded Lots 38-45 and Tracts A, B, and C to the City of Fernandina Beach to be held in trust until the amenities for the PUD were built. Language on the deed states the property is to be returned, "upon completion of the amenities package in the The Islands Club Subdivision and acceptance by the City of Fernandina Beach."

Islands Club Amelia, LLC is under contract to purchase Lots 38-45, and Tracts A, B, and C from Sea Island Investors, LLC. The closing is scheduled for August 11, 2005. Mr. Proctor, Manager of Islands Club Amelia, LLC, requests a deed from the City for the properties held in trust upon the posting of a bond in the amount of four hundred sixty eight thousand ($468,000.00) so that the amenities may be built. Mr. Proctor requests to be on the July 5, 2005 agenda in order to meet the closing deadline on the property.

Historical Timeline:

March 3, 1981 – City Commission:
Approved The Islands Club Subdivision Planned Unit Development subject to conditions

April 21, 1981 – City Commission:
Approved Resolution No. 639: Plat of The Islands Club Subdivision accepted and approved as final plat of subdivision including Lots 1-45 and Tracts A, B & C.

406 Ash Street • Post Office Box 1443 • Fernandina Beach, Florida 32035-1443
Telephone: (904) 261-1833 • Fax: (904) 261-8023

April 30, 1981 – Deed to City of Fernandina Beach:

1. Lots 38-45, Tracts A, B, & C
2. To be returned "upon completion of the amenities package in The Islands Club Subdivision and acceptance by the City of Fernandina Beach.

August 25, 1987 - Letter from Wesley R. Poole, City Attorney to Julian Lifsey:

Wesley R. Poole stated, "I am of the opinion that any further development at Islands Club must be in conformity with the PUD application and approval, unless or until such is amended or rescinded by the City Commission."

I have assembled a package for presentation to the City Commission on behalf of my client. Enclosed please find the following:

1. Agent Authorization Form
2. Draft Performance Bond (final to be approved by the City Attorney)
3. Exhibit "A" to the Bond detailing the scope of work for the amenities package
4. Architectural Renderings for Amenities Package (8 color copies of Exhibits "A-1" through "A-4")
5. Deed conveying property to the City of Fernandina Beach to be held in trust
6. City Commission Minutes from February 3, 1981
7. City Commission Minutes from March 3, 1981
8. City Commission Minutes from March 17, 1981
9. City Commission Minutes from April 21, 1981

Also enclosed for your information is the chain of title transferring the property from Atlantic Land & Development Corporation to Sea Island Investors, LLC.

Please do not hesitate to contact me if you have any questions about the information submitted or need any further information for this agenda item.

Sincerely,

A. Jeffrey Tomassetti

AJT/gc
Enclosures
cc: Islands Club Amelia, LLC
Sea Island Investors, LLC

AJT

A. JEFFREY TOMASSETTI

Attorney at Law

June 29, 2005

A. Jeffrey Tomassetti, Esq.
Valerie C. Faltemier, Esq.

Robert Mearns, City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

HAND DELIVERED

RE: Islands Club Planned Unit Development
Amenities Package

Dear Mr. Mearns:

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Islands Club Amelia, LLC will record Covenants & Restrictions on the lots it is purchasing in the Islands Club Subdivision. These covenants will provide for the formation of a Homeowners Association that will be responsible for the maintenance of the pool, clubhouse, restrooms, and other common property. All owners of existing homes in the Islands Club subdivision will also be allowed to join the association and use the common facilities, but they will not be required to do so.

If you have any further questions, please call me.

Sincerely,

A. Jeffrey Tomassetti

AJT/gc
cc: Debra A. Braga, City Attorney
Islands Club Amelia, LLC

Received
JUN 2005
City Manager's Office

406 Ash Street • Post Office Box 1443 • Fernandina Beach, Florida 32035-1443
Telephone: (904) 261-1833 • Fax: (904) 261-8023

OWNER'S AUTHORIZATION FOR AGENT FORM
CITY OF FERNANDINA BEACH

EACH AND EVERY OWNER SHOWN ON THE PROOF OF OWNERSHIP MUST SIGN AN AUTHORIZATION FORM

I/WE Sea Island Investors, LLC hereby authorize:
(print name of property owner)
Islands Club Amelia, LLC to represent me/us in all matters before the City of
(print name of agent)
Fernandina Beach on our behalf. In authorizing the agent to represent me/us, I/we as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

Michael A. Buckley
Its: Manager
(Signature of owner)

(Signature of owner)

MICHAEL A. BUCKLEY
(Print name of owner)

(Print name of owner)

State of Ohio

County of Fairfield

Sworn and subscribed before me on this 21st day of June, 2005, by
Michael A. Buckley
(name of person making statement)

Individual making statement is ✓ personally known or _____ produced identification.
Type of identification produced _____.

April Perkins
Signature of Notary Public
State of Ohio

NOTARY PUBLIC STATE OF OHIO

APRIL PERKINS
Notary Public, State of Ohio
My Commission Expires

Print, type or stamp commissioned name of Notary Public

My Commission expires: July 25, 2006

Return to: (enclose self-addressed stamped envelope)
Name: Olde Towne Title Company

Address: 21 North 3rd Street
Fernandina Beach, Florida 32034

This Instrument Prepared by:

Address: Olde Towne Title Company
21 North 3rd Street
Fernandina Beach, Florida 32034

Property Appraiser Parcel Identification (Folio) Number(s):
00-00-31-142A-0038-0000 &

Grantee(s) S.S. #(s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA

INSTR # 200528440
OR BK 01339 PGS 1466-1467
RECORDED 08/03/2005 03:27:02 PM
JOHN A. CRAWFORD
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
DOC TAX PD(F.S.201.02) 0.70
RECORDING FEES 18.50

SPACE ABOVE THIS LINE FOR RECORDING DATA

RECEIVED

DEC 06 2006

PLANNING & ZONING
FERNANDINA BEACH, FLORIDA

Warranty Deed
(CORPORATION)

(Statutory - Sec. 689.02 F.S.)

1850
70
1920

STATE OF FLORIDA
COUNTY OF Nassau

KNOW ALL MEN BY THESE PRESENTS: That the City of Fernandina Beach a Municipal corporation FLORIDA BODY POLITICAL

Grantor*,

whose post office address is: P. O. Box 708, Fernandina Beach, Florida 32034

for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, has bargained, sold, conveyed and granted unto Islands Club Amelia, LLC a Florida Limited Liability Company

Grantee*,

whose post office address is: 829 Mary Street, Fernandina Beach, Florida 32034

UTTC

grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of Nassau, State of Florida, to-wit:

All of that certain piece, parcel or tract of land lying and being in the County of Nassau and the State of Florida known and described as follows:

LOTS 38, 39, 40, 41, 42, 43, 44, 45 AND TRACTS A, B AND C OF THE ISLANDS CLUB SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 106 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

TOGETHER WITH ANY RIGHT, TITLE OR INTEREST TO SEA ISLAND DRIVE AND SEA ISLAND TRACE, AS SHOWN ON THE PLAT OF THE ISLANDS CLUB SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 106 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

and said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever. *Wherever used herein, the term "grantor/grantee" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto the use of singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on August 03, 2005

Attest: Cassandra P. Mitchell
Cassandra P. Mitchell Secretary
City Clerk

Signed, sealed and delivered in the presence of:

By: Ken Walker
Ken Walker, Mayor President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 3rd day of August 2005 by

who is personally known to me or who has produced drivers licenses

as identification.

Debra A. Braga
Notary Public

My Commission expires:

(Seal)

Debra A. Braga
My Commission DD100027
Expires November 12, 2008

Approved as to form and legality
for use and reliance by the City
of Fernandina Beach, Florida.

Debra A. Braga
City Attorney

ITEM 13423.2 (8/11) FLORIDA (Page 2 of 2 pages) GREATLAND SE

FORM 1102 Florida WARRANTY DEED—(Statutory Form.)

TUTBLANX REGISTERED U.S. PAT. OFFICE
Tuttle Law Print, Publishers, Rutland, Vt.

OFFICIAL RECORDS

BOOK 341 PAGE 386

JUL 23 1981

This Indenture,

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one

Made this 30th *day of* April *A. D. 1981,*

Between, ATLANTIC LAND & DEVELOPMENT CORP., a corporation organized and existing under the laws of the State of Georgia, and having its principal place of business in St. Simons Island, Glynn County, Georgia, and BONDED INVESTMENT & REALTY COMPANY, a corporation organized and existing under the laws of the State of Florida, and having its principal place of business in Tampa, *of the County of* Hillsborough *in the State of* Florida, *party of the first part, and* CITY OF FERNANDINA BEACH, a municipal corporation having its principal place of business in the City of Fernandina Beach, Nassau County Florida, and whose address is P.O. Box 668, Fernandina Beach

of the County of Nassau *in the State of* Florida *party of the second part,*

Witnesseth, *that the said party of the first part, for and in consideration of the sum of* ONE DOLLAR ($1.00) ~~Dollars,~~ *to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of* Nassau *, State of Florida, to wit:*

Lots Thirty-eight (38), Thirty-nine (39), Forty (40), Forty-one (41), Forty-two (42), Forty-three (43), Forty-four (44) and Forty-five (45), and also Tract "A", Tract "B" and Tract "C", all of THE ISLANDS CLUB SUBDIVISION, according to plat recorded in Plat Book 4, Page 106, public records of Nassau County, Florida.

This deed will be returned to the Grantors herein upon completion of the amenities package in The Islands Club Subdivision and acceptance of by the City of Fernandina Beach.

HERBERT WM. FISHER
13½ N. 4TH STREET
FERNANDINA BEACH, FLORIDA 32034

FLORIDA STAMP TAX
DEPT OF REVENUE
JUL 23 '81
NASSAU COUNTY
$00.45

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, *the said party of the first part has hereunto set his hand and seal the day and year first above written.*

Signed, Sealed and Delivered in Our Presence:

Dorothy B. Jones
Deborah R. Cason

ATLANTIC LAND & DEVELOPMENT CORP.

BY: Joseph H. McDonough (L.S.)
President

BONDED INVESTMENT & REALTY COMPANY

BY: James N. Lynch (L.S.)
President

State of Florida OFFICIAL RECORDS

County of NASSAU.

I Hereby Certify *That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,* Joseph N. McDonough, as President of Atlantic Land & Development Corp., and Julian H. Lifsey, Jr., as President of Bonded Investment & Realty Company,

to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they *acknowledged before me that* they *executed the same freely and voluntarily for the purposes therein expressed.*

Witness *my hand and official seal at* the City of Fernandina Beach, *County of* Nassau, *and State of Florida, this* 30 *day of* April, *A. D.* 1981.

~~My Commission Expires~~

Deborah K. Stone
Notary Public, State of Florida at Large;
My Commission Expires: April 10, 1984.

85335

FILED AND RECORDED IN OFFICE

1981 JUL 23 AM 8:24

NASSAU COUNTY, FLA.
CLERK CIRCUIT COURT
T.J. GREESON—CLERK

Abstract

TO

Date

ABSTRACT OF DESCRIPTION

HERBERT WILLIAM FISHLER
ATTORNEY AT LAW
FERNANDINA BEACH, FLORIDA 32034

November

DATE STAMP: RECEIVED OCT 03 2005 PLANNING & ZONING FERNANDINA BEACH, FL

APPLICATION NUMBER: SPR 2005 124

APPLICATION FEE: $2000.00 Still due 10/5 @

RECEIVED BY: K.S.

CK# 7020 $2,000
CK# 1303 $470.00

APPLICATION FOR TECHNICAL REVIEW
TECHNICAL REVIEW COMMITTEE
CITY OF FERNANDINA BEACH, FLORIDA

1. **APPLICANT'S INFORMATION:**

Applicant(s): _____ Telephone: _____
Address: _____ Fax: _____
Address 2: _____ E-mail: _____

2. **OWNER'S INFORMATION:**

Owner(s): Islands Club Amelia, LLC Telephone: 904·261-8862
Address: Nautical View, LLC Fax: 904·261·8862
Address 2: 829 Mary Street, FB, FL 32034 E-mail: proctorjohn@bellsouth.Net

3. **APPLICANT'S DESIGN PROFESSIONAL:**

Name: Daniel F. McCranie - McCranie & Assoc. Telephone: 904·225·8885
Address: 86002 Christian Way, Yulee, FL 32097 Fax: 904·225·8815
E-mail: dan@mccranie-engineers.com

4. **APPLICANT'S DEVELOPER:**

Name: — Telephone: —
Address: — Fax: —

5. **PROPERTY INFORMATION:**

Project/Development Name: The Islands Club
Street Address/Location: Sea Island Drive

Lot Number: Attached Block Number: _____ Subdivision _____
Section: 12 Township: 3N Range: 29E
Nearest Street Intersection: Tarpon Ave. & Second Street
Parcel Identification Number(s): See attached sheet

6. **AREA INFORMATION:**

Under an acre: Sq. Footage: Ø Over an acre: Acres: Ø Number of Lots/Parcels: 27
Existing Zoning Classification: PUD
Existing Future Land Use Classification: High Density Residential
Existing Land Use: vacant
Number of Parking Spaces: Existing: Ø Proposed: Ø
Number of Structures: Existing: Ø Proposed: Ø
Building Height: Ø
Feet Building Square Footage: Ø

7. **DESCRIPTION OF THE PROPOSED USE:**
27 lot residential subdivision

The undersigned having been duly sworn on oath states the above information is true and correct as (s) he is informed and believes.

Signature of Owner(s) or Agent **Print name of Owner(s) or Agent**

Daniel I McCranie, PE
McCranie & Associates, Inc.

STATE OF FLORIDA }
COUNTY OF NASSAU } SS:

Subscribed and sworn to before me this 26th day of September, 20 05.

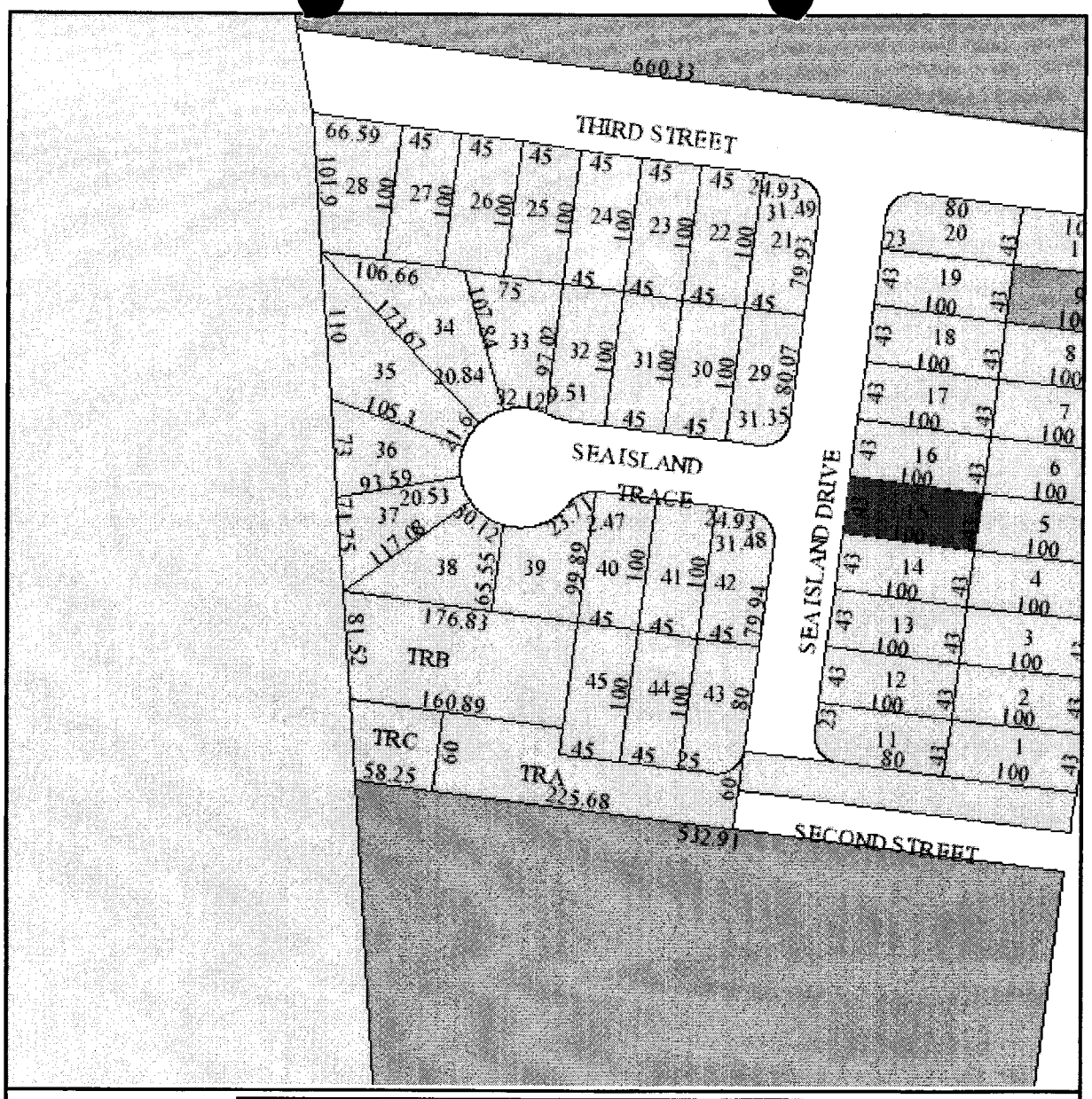
Melissa L. Sutton

Notary Public: Signature Printed Name

MELISSA L. SUTTON
MY COMMISSION # DD 294233
EXPIRES: June 25, 2008
Bonded Thru Notary Public Underwriters

My Commission Expires:

Individual making statement is ✓ personally known or _____ produced identification.
Type of identification produced:



0 0.02 0.04 0.06 0.08 mi

The Nassau County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, it's use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. Printed Wednesday Jun 1 2005 at 10:07:24.

Parcel	00-00-31-142A-0015-0000	Land Value	1,500
Property Use	VACANT	Agricultural Value	0
Acres	0.10	Buildng Value	0
Land Use	SFR RESORT	Misc Value	0
Owner Name	SEA ISLAND INVESTORS LLC	Just Value	1,500
Mailing Address	315 BRYN DU DR GRANVILLE, OH 430231512	Assessed Value	1,500
		Exempt	0
		Taxable Value	1,500
Situs Address	SEA ISLAND DR	Homesteaded	N

☑ Roads
☑ Dimensions
☑ Yearly Sales
☐ Blocks
☑ Lot Lines

Sale Date	Sale Price	Vacant	Qual
07-1998	115,500	Y	U
07-1998	115,500	Y	U

RECEIVED 6/21/05

City of Fernandina Beach

UTILITIES DEPARTMENT

June 14, 2005

Ms. Melissa Sutton
McCranie & Associates, Inc.
86002 Christian Way Ste 101
Yulee, FL 32097

Subject: Water & Wastewater Availability for Islands Club off Tarpon Ave.

Dear Ms. Sutton,

The City of Fernandina Beach Water Division has sufficient capacity to serve the above-mentioned location provided all applicable permit fees, zoning fees, impact fees or any other requirements of the City are met.

The City of Fernandina Beach Wastewater Division has sufficient capacity to serve the above-mentioned location provided all applicable permit fees, zoning fees, impact fees or any other requirements of the City are met.

Off-site impact estimate at $26,000 to increase pump capacity and electrical at lift station #9 to handle increase flow and $30,000 at Lift Station #17 to upgrade pumps and electrical. In addition gravity sewer would have to be extended from Seascape Development to your project area. The invert at Kingfisher Way 70 feet north of center line of 4th Street is 15.56. The invert at White Ibis Way 70 feet north of center line of 4th Street is 9.32. Rough costs for gravity sewer is $29.00/ft and each manhole is $2,500. A developer's agreement will need to be signed which would include the actual costs for the off site impact which are currently estimated at $56,000.00.

If you have any questions, please contact the undersigned at 277-7380 extension 224.

Sincerely,

John Mandrick, P.E.
Utilities Director
CITY OF FERNANDINA BEACH
/gp

cc: Juan Brown, Water Division Superintendent
Walter Gray, Wastewater Superintendent

1180 South 5th Street • Fernandina Beach, FL 32034 • [904] 277-7380
Suncom [904] 848-7380• Fax [904] 277-7382 • TTY [904] 277-7399 • email address: gphillips@fbfl.org • Equal Opportunity Employer

McCranie & Associates, Inc.
Land Development • Roadway Design • Permitting

TRANSMITTAL

DATE: September 14, 2005

TO: City of Fernandina Beach

FROM: Daniel I. McCranie, P.E.

SUBJECT: Islands Club Property ID Numbers M&A Project

00-00-31-142A-0011-0000
00-00-31-142A-0012-0000
00-00-31-142A-0013-0000
00-00-31-142A-0014-0000
00-00-31-142A-0015-0000
00-00-31-142A-0016-0000
00-00-31-142A-0017-0000
00-00-31-142A-0018-0000
00-00-31-142A-0019-0000
00-00-31-142A-0020-0000
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00-00-31-142A-0025-0000
00-00-31-142A-0026-0000
00-00-31-142A-0027-0000
00-00-31-142A-0028-0000
00-00-31-142A-0029-0000
00-00-31-142A-0030-0000
00-00-31-142A-0031-0000
00-00-31-142A-0032-0000
00-00-31-142A-0033-0000
00-00-31-142A-0034-0000
00-00-31-142A-0035-0000
00-00-31-142A-0036-0000
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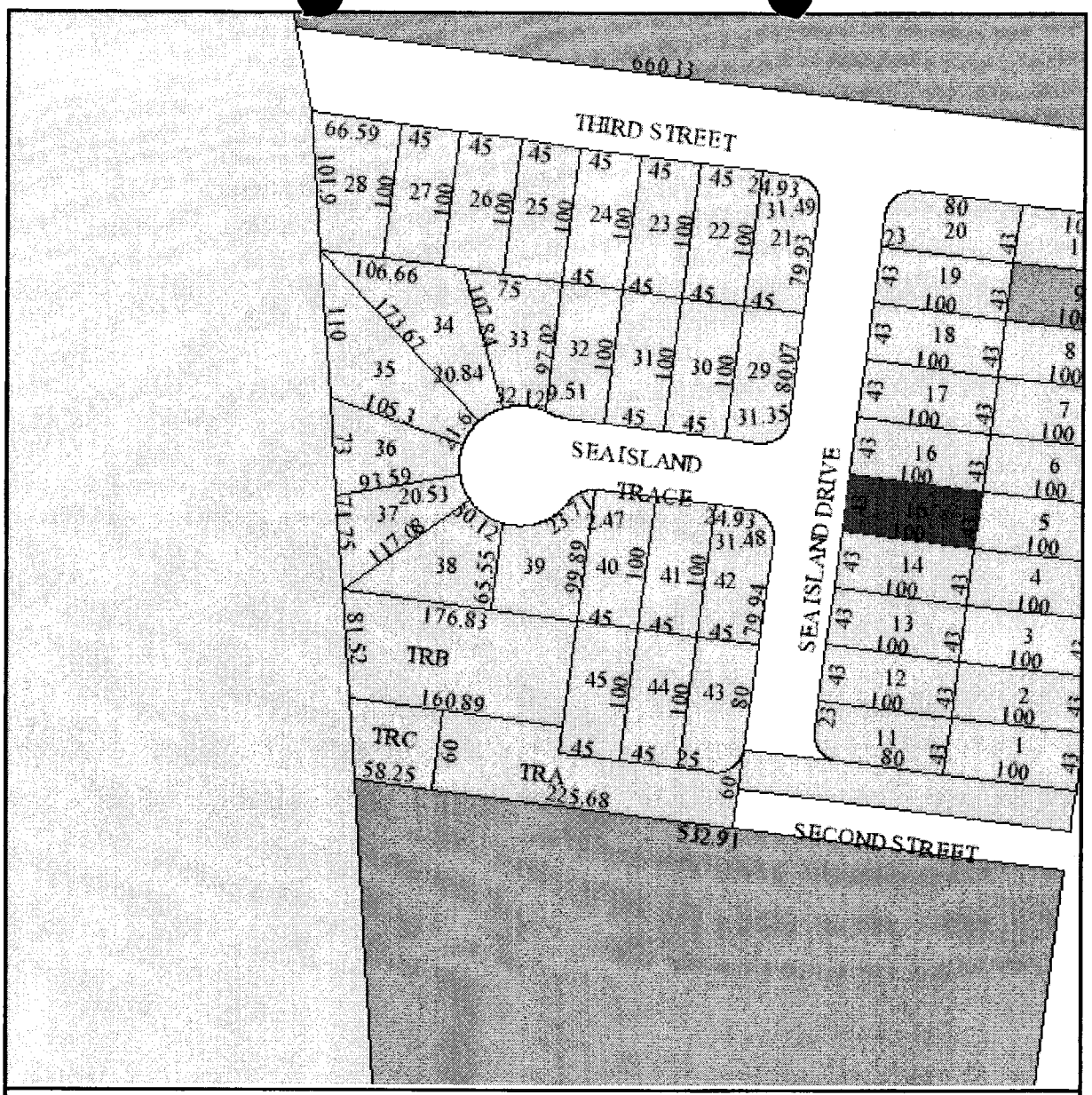
00-00-31-142A-0038-0000
00-00-31-142A-0039-0000
00-00-31-142A-0040-0000
00-00-31-142A-0041-0000
00-00-31-142A-0042-0000
00-00-31-142A-0043-0000
00-00-31-142A-0044-0000
00-00-31-142A-0045-0000
00-00-31-142A-000A-0000
00-00-31-142A-000B-0000
00-00-31-142A-000C-0000

86002 CHRISTIAN WAY • SUITE 101 • YULEE, FLORIDA 32097 PHONE: 904.225.8885 FAX : 904.225.8815



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Land Use	SFR RESORT	Misc Value	0
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Mailing Address	315 BRYN DU DR GRANVILLE, OH 430231512	Assessed Value	1,500
		Exempt	0
		Taxable Value	1,500
Situs Address	SEA ISLAND DR	Homesteaded	N

- [x] Roads
- [x] Dimensions
- [x] Yearly Sales
- [ ] Blocks
- [x] Lot Lines

Sale Date	Sale Price	Vacant	Qual
07-1998	115,500	Y	U
07-1998	115,500	Y	U

OWNER'S AUTHORIZATION FOR AGENT
COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF FERNANDINA BEACH

EACH AND EVERY OWNER SHOWN ON THE PROOF OF OWNERSHIP MUST SIGN AN AUTHORIZATION FORM

I/We NAUTICAL VIEW, LLC
(Print name of property owner)
Herby authorize: DANIEL I. McCRANIE, P.E.
(Print name of agent)
to represent me/us in processing an application for SITE PLAN REVIEW
(Type of application)
on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

	John R Proctor
(Signature of owner)	(Signature of owner)
	John R Proctor Nautical View, LLC Its Manager
(Print name of owner)	(Print name of owner)

STATE OF FLORIDA
COUNTY OF NASSAU
Sworn and subscribed before me this 14 day of Sept., 2005.

Lanita Gail Cope
My Commission DD094890
Expires April 26, 2006

Lanita Gail Cope
Signature of Notary

Print, Type, or Stamp Commissioned

Personally Known ✓ Or Produced Identification _____

Type of Identification Produced _____

OWNER'S AUTHORIZATION FOR AGENT
COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF FERNANDINA BEACH

EACH AND EVERY OWNER SHOWN ON THE PROOF OF OWNERSHIP MUST SIGN AN AUTHORIZATION FORM

I/We ISLANDS CLUB AMELIA, LLC
(Print name of property owner)

Herby authorize: DANIEL I McCRANIE, P.E.
(Print name of agent)

to represent me/us in processing an application for SITE PLAN Review
(Type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

(Signature of owner)	John R Proctor (Signature of owner)
(Print name of owner)	John R Proctor ISLANDS CLUB Amelia, LLC Its MANAGER (Print name of owner)

STATE OF FLORIDA
COUNTY OF NASSAU
Sworn and subscribed before me this 14 day of Sept., 20 05.

NOTARY PUBLIC STATE OF FLORIDA
Lanita Gail Cope
My Commission DD094890
Expires April 26, 2006

Lanita Gail Cope Signature of Notary	Print, Type, or Stamp Commissioned

Personally Known ✓ Or Produced Identification _____

Type of Identification Produced _____

Return to: (enclose self-addressed stamped envelope)
Name: Olde Towne Title Company

Address: 21 North 3rd Street
Fernandina Beach, Florida 32034

This Instrument Prepared by:

Address: Olde Towne Title Company
21 North 3rd Street
Fernandina Beach, Florida 32034

Property Appraisers Parcel Identification (Folio) Number(s):
00-00-31-142A-0038-0000 &

Grantee(s) S.S. #(s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

Warranty Deed
(CORPORATION)

STATE OF FLORIDA (Statutory - Sec. 689.02 F.S.)
COUNTY OF Nassau

KNOW ALL MEN BY THESE PRESENTS: That the **City of Fernandina Beach a Municipal corporation, a FLORIDA BODY POLITICAL**

Grantor*,

whose post office address is: **P. O. Box 708, Fernandina Beach, Florida 32034**

for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, has bargained, sold, conveyed and granted unto **Islands Club Amelia, LLC a Florida Limited Liability Company**

Grantee*,

whose post office address is: **829 Mary Street, Fernandina Beach, Florida 32034**

grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of **Nassau**, State of Florida, to-wit:

All of that certain piece, parcel or tract of land lying and being in the County of Nassau and the State of Florida known and described as follows:

LOTS 38, 39, 40, 41, 42, 43, 44, 45 AND TRACTS A, B AND C OF THE ISLANDS CLUB SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 106 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

TOGETHER WITH ANY RIGHT, TITLE OR INTEREST TO SEA ISLAND DRIVE AND SEA ISLAND TRACE, AS SHOWN ON THE PLAT OF THE ISLANDS CLUB SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 106 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

and said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever. **Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders.*

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on **August 03, 2005**

Attest: Cassandra P Mitchell
Cassandra P. Mitchell Secretary
City Clerk

Signed, sealed and delivered in the presence of:

By: Ken Walker
President
Ken Walker, Mayor

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF **Nassau**

The foregoing instrument was acknowledged before me this **3rd** day of **August 2005** by

who is personally known to me or who has produced **drivers licenses**

as identification.

Debra A. Braga
Notary Public

My Commission expires:

(Seal)

Debra A. Braga
My Commission DD160277
Expires November 12, 2006

Approved as to form and legality
for use and reliance by the City
of Fernandina Beach, Florida

Debra A. Braga
City Attorney

WARRANTY DEED
Parcel ID #: 00-00-31-142A-011-0000, etc.

THIS INDENTURE, made this 1 day of August, 2005, between **Sea Island Investors, LLC, a Kentucky limited liability company**, 315 Bryn Du Drive ., Granville, Ohio 43023, party of the first part, and **Nautical View, LLC, a Florida limited liability company**, 829 Mary Street, Fernandina Beach, Florida 32034, party of the second part,

W I T N E S S E T H: That the said party of the first part, for and in consideration of the sum of TEN AND NO/100 Dollars ($10.00) and other valuable considerations, in hand paid by the said party of the second part, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, lying, and being in the County of Nassau, State of Florida, to-wit:

All of that certain piece, parcel, or tract of land lying and being in the County of Nassau and the State of Florida known and described as follows:

LOTS 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 25, 26, 29, 30, 31, 32, 33, 34, 35, 36, AND 37 OF THE ISLANDS CLUB SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 106 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA

Subject to easements and restrictions of record and taxes levied subsequent to December 31, 2004.

And the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, this instrument has been executed by the party of the first part the day and year first above written.

Signed, Sealed, and Delivered
in the Presence of:

Jan Lanning

Jan Lanning

Michele R. Souder

Michele R. Souder

SEA ISLAND INVESTORS, LLC,
a Kentucky limited liability company,
licensed to do business in the State of Florida

By: Michael Buckley, Managing Member

By: Michael Strall, Managing Member

STATE OF OHIO
COUNTY OF LICKING

The foregoing instrument was acknowledged before me this 1st day of August, 2005, by Michael Buckley and Michael Strall, managing members of Sea Island Investors, LLC, a Kentucky limited liability company, licensed to do business in Florida, on behalf of the corporation, and who did/did not take an oath.

Joyce C. Alley
NOTARY PUBLIC

(SEAL)

JOYCE C. ALLEY
Notary Public, State of Ohio
My Commission Expires 3/21/2010

[X] Personally known
[ ] Identification produced

QUIT-CLAIM DEED
Parcel ID # 00-00-31-142A-0038-0000, etc.

Made this 1 day of August, 2005, between **Sea Island Investors, LLC, a Kentucky limited liability company**, whose address is 315 Bryn Du Drive ., Granville, Ohio 43023, party of the first part, and **Islands Club Amelia, LLC, a Florida limited liability company**, whose address is 829 Mary Street, Fernandina Beach, Florida 32034, party of the second part.

WITNESSETH: that the said party of the first part, for and in consideration of the sum of $10.00 and other valuable consideration, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release, and quit-claim, unto said party of the second part and its successors and assigns forever, the following described land, situate, lying, and being in the County of Nassau, State of Florida, to-wit:

All of that certain piece, parcel, or tract of land lying and being in the City of Fernandina, in the County of Nassau and in the State of Florida, and described as follows:

Lots **38, 39, 40, 41, 42, 43, 44, and 45, Together with Tracts "A", "B", and "C"** and

Together with any right title or interest to Sea Island Drive and Sea Island Trace,

Together with all of the grantors rights and agreements regarding **ISLANDS CLUB SUBDIVISION,**

Together with all of the grantors interest in and to that certain right of way as Closed and Vacated by Ordinance dated April 21, 1981, known as Ordinance Number 606, in the City of Fernandina Beach, as the same concerns the: **North One-Half (½) of SECOND STREET, lying Westerly of the Westerly right of way line of Tarpon Avenue, as now established,**

all as shown on the Plat of **ISLANDS CLUB SUBDIVISION**, according to the Plat thereof recorded in **Plat Book 4, page 106**, of the public records of Nassau County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said party of the first part, either in law or in equity, to the proper use, benefit, and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part have hereunto set its hand and seal the day and year first above written.

Signed and Sealed
in our Presence:

Jan Lanning

Michele R. Souder
(Print or type name of witnesses)

SEA ISLAND INVESTORS, LLC,
a Kentucky limited liability company,
licensed to do business in the State of Florida

Michael Buckley, Managing Member

Michael Strall, Managing Member

STATE OF OHIO
COUNTY OF LICKING

The foregoing instrument was acknowledged before me this 1st day of August, 2005, by Michael Buckley and Michael Strall, Managing Members of Sea Island Investors, LLC, a Kentucky limited liability company, and who did/did not take an oath.

NOTARY PUBLIC

[X] Personally known
[ ] Identification produced

NOTARIAL SEAL STATE OF OHIO

JOYCE C. ALLEY
Notary Public, State of Ohio
My Commission Expires 3/21/2010

Catherine

City of Fernandina Beach

OFFICE OF THE CITY ATTORNEY

RECEIVED

APR 04 2006

PLANNING & ZONING
FERNANDINA BEACH, FLORIDA

MEMORANDUM

To: Jeff Salter, Community Development Director
Catherine Hartley, Interim Planning Supervisor

From: Debra A. Braga, City Attorney

Date: April 4, 2006

Re: Sea Island's Club

As a follow up to our meeting last week with Mr. Tomassetti and Mr. Proctor regarding Sea Island Club, I am in agreement that based on the historic information in the file, the PUD has expired, and that the developer can proceed under the underlying zoning of R-3.

The original documentation and "PUD" were from the early 1980's; on October 8, 1996, Mary McKinney essentially concluded that the PUD had expired.

Last year, the City did agree in Resolution 2005-123, to accept a bond for the amenities, and return portions of the property that the City had taken title to as security for the amenities. Any development on the property must include the amenities as specified in Resolution 2005-123.

Please let me know if you need any additional information.

cc: Jeff Tomassetti, Esquire

204 Ash Street • Fernandina Beach, FL 32034 • (904) 491-2044 • Fax (904) 491-2046 • TDD (904) 277-7399

City of Fernandina Beach

DEVELOPMENT SERVICES DEPARTMENT

MEMORANDUM

TO: **FRED HAYS, CITY MANAGER**

FROM: **DOUG JONES, DEVELOPMENT SERVICES DIRECTOR**

DATE: **AUGUST 20, 1999**

RE: **ISLANDS CLUB SUBDIVISION**

Per Commissioner Rogers' request, staff has reviewed the amenities for the Islands Club Development (PUD) on North Tarpon Avenue.

Under the current PUD agreement, the developer deeded Lots 38 – 45 and tracts A,B,C to the City to hold until the amenity package is completed. You will find a copy of the deed attached.

Development Services has spoken with the developer, Joe Winston, and he stated that activity is anticipated in the near future.

We will update you on any information this office receives on this matter. Should you have any questions, please do not hesitate to ask.

Attachment

204 Ash Street • Box 668 • Fernandina Beach, FL 32035 • (904) 277-7325 • Suncom (904) 848-7325 • Fax (904) 277-7324

EXHIBIT A

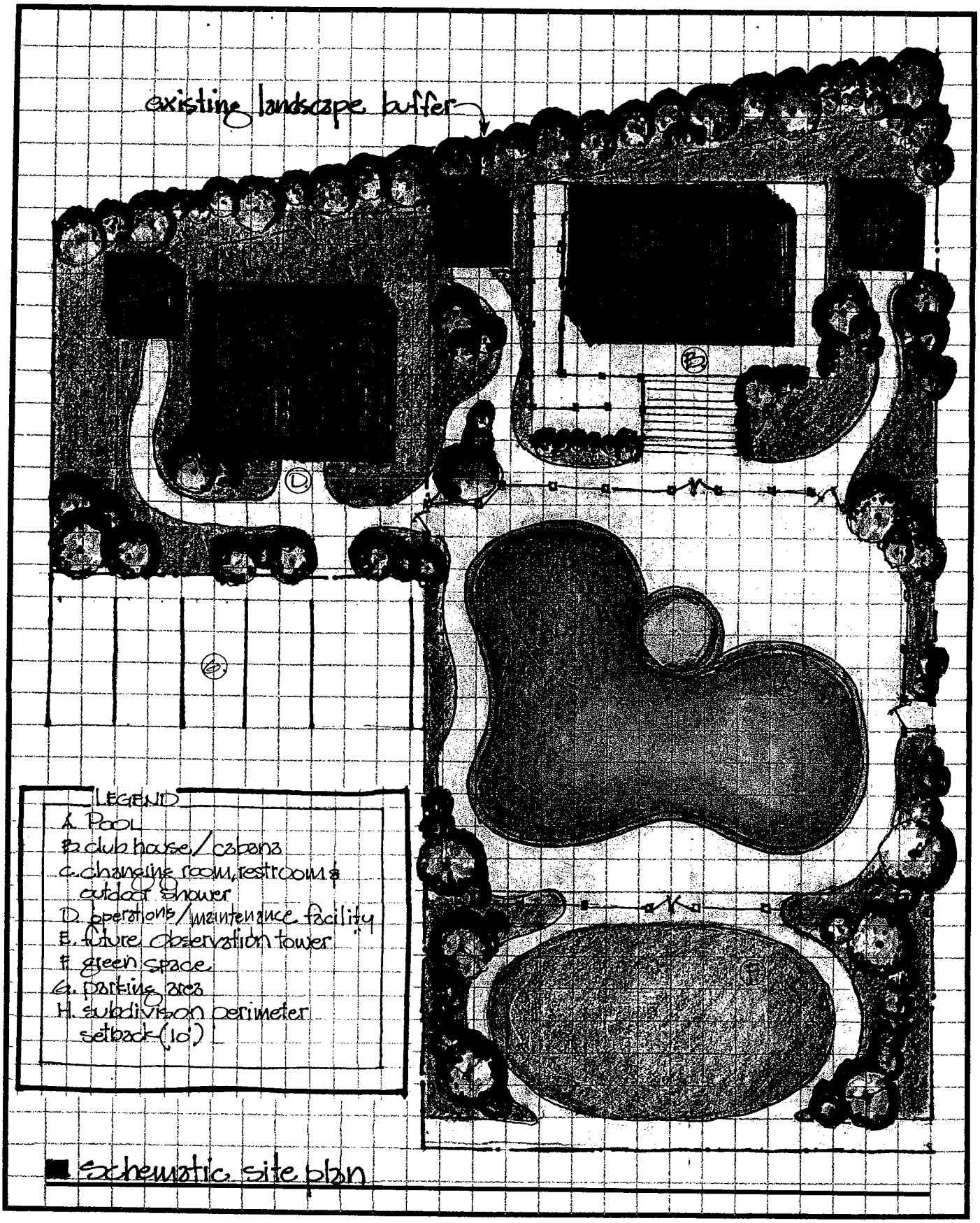
Amenities Package at Islands Club Subdivision, Fernandina Beach, Nassau County, Florida

Islands Club Amelia, LLC, will construct the following items which shall constitute the amenities package at Islands Club Subdivision:

Item #	Site Plan Designator	Name	Description	Location	Estimated Cost
1	A	POOL	Minimum size 1200 square feet, including fencing that meets or exceeds minimum fence requirements for pool safety.	Tract B	$165,000.00
2	B	CLUBHOUSE / CABANA	Minimum size 600 square feet, Open cabana style construction.	Tract B	62,000.00
3	C	RESTROOMS	Including toilets, changing areas, and outdoor showers. May be constructed as either one or two structures.	Tract B	57,500.00
4	D	OPERATIONS / MAINTENANCE FACILITY	Approximate size: 500 -1500 square feet conditioned space and 200 - 500 square feet of covered porches.	Tract C	127,500.00
5	G, F	PARKING/ GREEN SPACE/ LANDSCAPING	Green Space and landscaping generally as shown on the artist rendering of the site plan Four (4) Standard Parking Spaces, and One (1) Handicapped Parking Space in accordance with applicable codes.	Tracts A, B, and C	56,000.00
TOTAL ESTIMATED COST COVERED BY THE PERFORMANCE BOND:					$468,000.00

Exhibit A-1 provides a site plan indicating the relative sizes and locations of the planned improvements.
Exhibit A-2 illustrates front and side elevation views of the planned clubhouse/cabana.
Exhibit A-3 shows a perspective view of the planned clubhouse/cabana.
Exhibit A-4 illustrates the front elevation view of the planned operations/maintenance facility.

The exhibits are artist renderings and are intended to illustrate the overall size, scale, style and layout of the planned improvements. Some details may vary in the final construction.



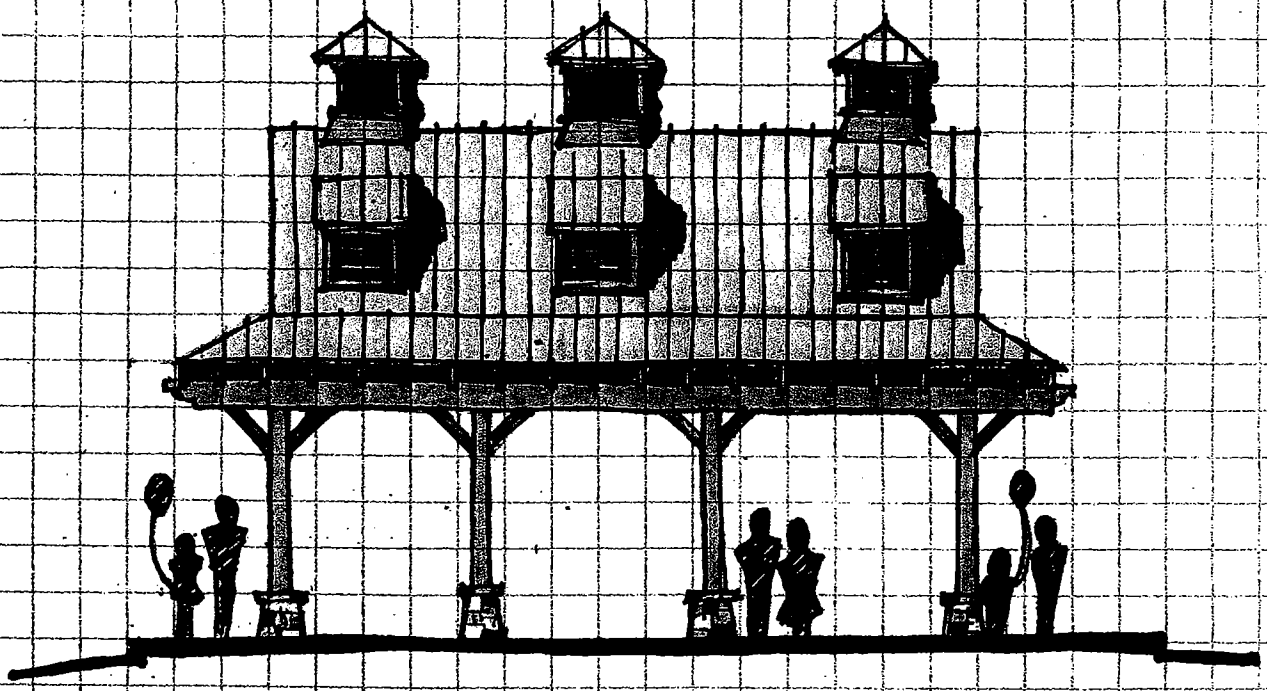
schematic site plan

EXHIBIT

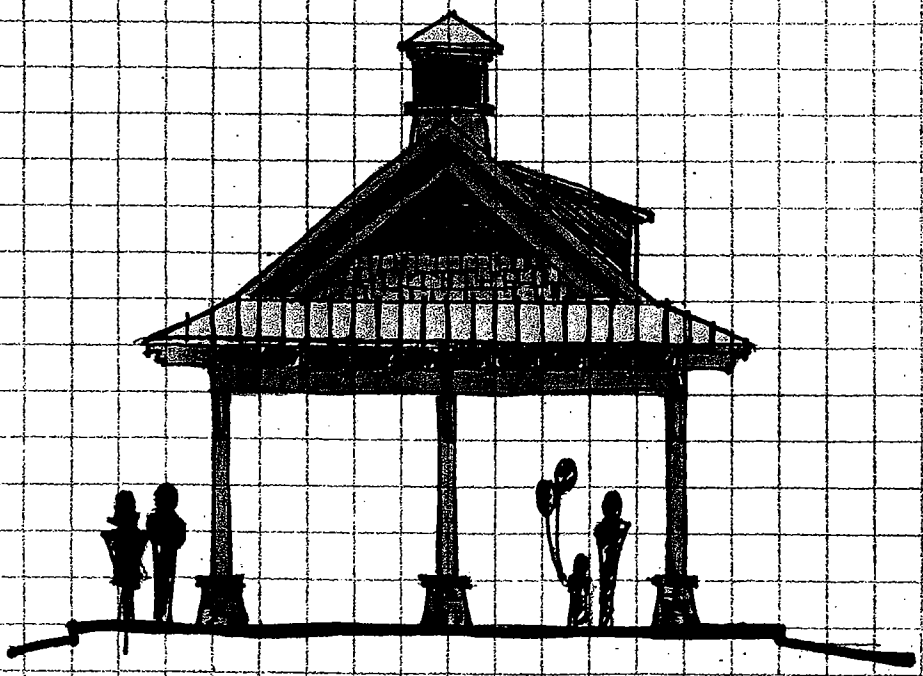
"A-1"

Blumberg No. 6119

The Islands Club



schematic club house / cabana front elevation



schematic club house / cabana side elevation

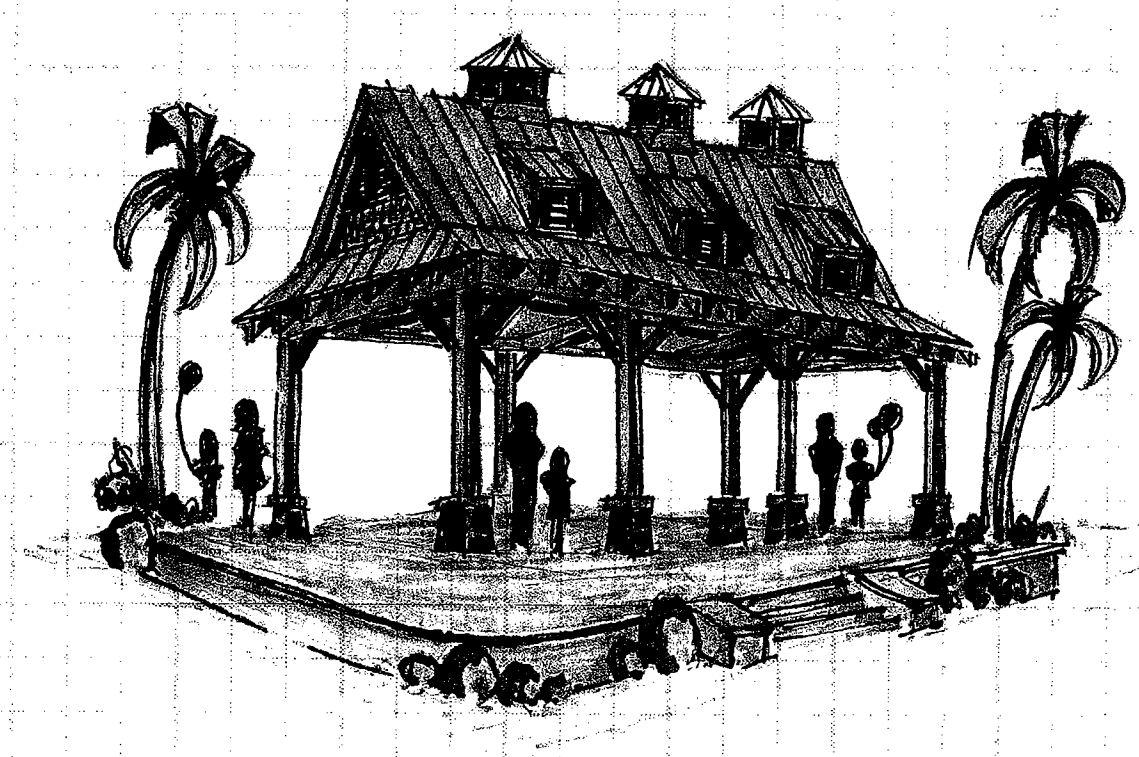
EXHIBIT

"A-2"

Blumberg No. 5119

The

Islands Club



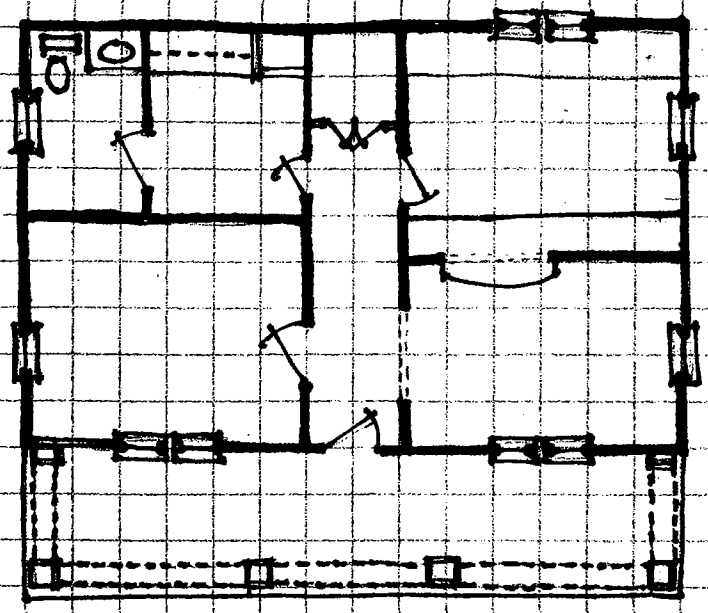
Club house / cabana perspective

Blumberg No. 6119

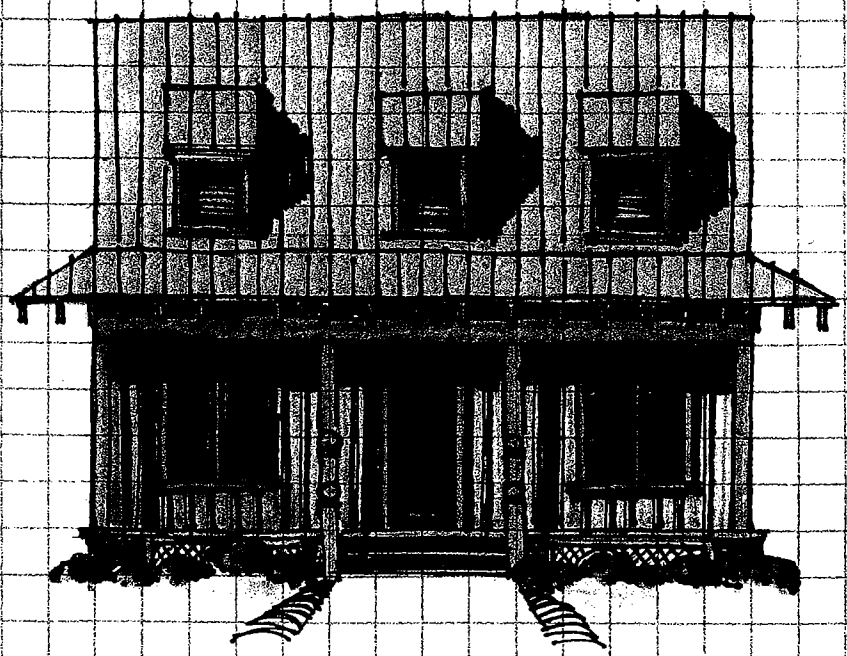
EXHIBIT

"A-3"

The Islands Club



schematic operations/maintenance facility plan



schematic operations/maintenance facility elevation

EXHIBIT

"A-4"

Blumberg No. 6119

The Islands Club

AJT

A. JEFFREY TOMASSETTI, PLC

Attorney at Law

A. Jeffrey Tomassetti, Esq.

May 30, 2007

MAY 30 2007

Kevin Sullivan
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

RE: Islands Club Amelia TRC Application SPR 2005-124
Summary of May 24, 2007 TRC Meeting

Dear Mr. Sullivan:

I represent Island Club Amelia, LLC, the developer of the 50 unit condominium project known as Islands Club Amelia Condominium. I am pleased that we are in the last stages of completing the TRC site review for this project. At the May 24, 2007 TRC Meeting, approximately 27 outstanding items were reviewed and discussed. Most of these were satisfied and closed out. In order to expedite our completion of the TRC process, I have summarized the points raised in the meeting and our efforts to satisfy each and every item as follows:

Note: Items in bold require additional actions. Items not in bold are accepted/closed.

1. Drainage Easement – review by City Attorney.

   The easement was accepted by M. Lamoureux as documented.

2. **Roof Downspouts – connection to storm sewers**

   The civil engineer will add the following to the site engineering plan:

   - **Size and type of material of the rainwater pipe sections which extend from the buildings to the related storm sewer structures.**
   - **Invert elevations where those pipe sections enter into storm sewer structures**

3. Flume - clarify details

   Flume details on Sheet D-2 (Sheet 10 of 13) were accepted by M. Lamoureux.

4. Case 2 wall details – 13.5 feet bury

   Wall installation details for Case 2 on Sheet D-2 (Sheet 10 of 13) were accepted by M. Lamoureux.

406 Ash Street • Post Office Box 1443 • Fernandina Beach, Florida 32035-1443
Telephone: (904) 261-1833 • Fax: (904) 261-8023

5. Handrail Detail Clarification

   Handrail Detail A and Handrail Detail B on Sheet D-1B (Sheet 9B of 13) were accepted by M. Lamoureux.

6. Stacked Block retaining wall details – Clarification

   Details provided on Sheet 10B of 13 were accepted by M. Lamoureux.

7. Proposed 5 foot fence – Clarify

   Details provided on Sheet GOE-1 (Sheet 6 of 13) were accepted by M. Lamoureux.

8. **Method of Dune Stabilization –**

   Stacked block retaining walls on the west side will be replaced with sheet pile walls. Sheet piles will be driven into place prior to exaction on the east side.

   An excavation limit line for Building 3 will be shown.

   Double silt fences will be shown west of the Building 3 excavation limit line.

9. **Native Vegetation - Note**

   The following note will be added to the site engineering plan:

   > **"All native vegetation which is not located in areas requiring their removal as part of the development plan shall be retained in an undisturbed state."**

10. **Retaining Wall locations and Limits of Excavation**

    See Item 8 above.

11. Handicapped parking spots in garages

    Mr. Jerry Sinclair will provide documentation of the current ADA requirements.

    Note: On May 25th, Mr. Sinclair indicated via email that handicapped parking spaces were not required in the parking garages.
    Accepted by J. Sinclair and K. Sullivan

12. **Total number of parking spaces – request to reduce**

    Please see the attached letter from Andre to Marshall McCreary. Please see correspondence from Andre at McCranie & Associates, Inc.

13. **Condo Docs/Amenity Access**

    The Islands Club Condominium Recorded Declaration shall allow the current owners of Lots 1-10, 21-24, and 27 and 28 of the Islands Club Subdivision to obtain a special membership to allow amenity access to the Pool and Cabana.

The Declaration will be recorded prior to the issuance of the Certificate of Occupancy.

14. SJRWMD Permit

This comment has been satisfied per K. Sullivan.

15. Irrigation Plan

Landscaping plan indicates

- "Irrigation to be supplied by a proposed irrigation well", and
- "All proposed planting areas denoted in the landscape plan are to be irrigated"

This comment has been satisfied per K. Sullivan.

16. Continuous Landscaping around all buildings at least 24" high.

The plant list in the Landscaping plan has been updated to include minimum heights of relevant plants.

This comment has been satisfied per K. Sullivan.

17. Landscape calculations consistent with landscape hardship waiver.

A note will be added to the Landscape Plan to link the landscape hardship waiver letter to the landscape plan, with specific reference to the number of new Washingtonian and Cabbage Palms to be supplied.

18. DBH in planting table and height of shrubs

The DBH of trees and the height of shrubs have been added to the Plant List in the Landscaping plan.

This comment has been satisfied per K. Sullivan.

19. Xeriscape - Sod area percentage.

The landscape architect will supply information about the proposed Beach mix species (with respect to their drought tolerance).

20. Monument Sign to be permitted per COFB requirements

Note has been added to Sheet GEO-1

This comment has been satisfied per K. Sullivan.

21. Building 3 Rear

The landscape architect will meet with K. Sullivan concerning landscaping on the western side of Building 3.

22. Building 3 Front - Landscaping

Landscaping has been added along the eastern edge of Building 3.

This comment has been satisfied per K. Sullivan.

23. Trees on East Side of Building 1

Total number of trees around the perimeter of Building 1 satisfies the requirement of Sec 115-11(b) (1) a. The correct number of trees, as required by consideration of the length of the eastern side of Building 1, has been provided on the plan. They are grouped at the northern end of the building and at the southwest corner of the parking lot which is adjacent to Building 1.

This comment has been satisfied per K. Sullivan.

24. Landscaping on the southern boundary denoted as A

This was an error. The "A" designation has been changed to "PT". However, this creates a conflict, as there are now two species in the plant table designated with a PT. The landscape architect will correct this.

25. Place number of plants next to each symbol

The landscape architect will make this change.

26. Southern end of pond – Symbols Y and CP

These symbols have been connected to the relevant planting areas.

This comment has been satisfied per K. Sullivan.

27. Exact Configuration of Hand railing

Mr. Jerry Sinclair will provide related ADA requirements to the civil engineer to incorporate onto the site detail sheet.

Thank you for the opportunity to review these items. We look forward to our meeting on Thursday, May 31, 2007.

Sincerely,

A. Jeffrey Tomassetti

AJT/gc
Encs.
cc: Island Club Amelia, LLC

RESOLUTION 2010- 136

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AMENDING RESOLUTION 2005-123 BY AUTHORIZING THE RELEASE OF A PERFORMANCE BOND FOR THE CONSTRUCTION OF AMENITIES FOR A SUBDIVISION KNOWN AS ISLANDS CLUB IN EXCHANGE FOR AN AMENITIES AGREEMENT TO BE RECORDED IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 30, 1981, Atlantic Land & Development Corporation, the original developer of Islands Club, deeded Lots 38 through 45 and Tracts A, B, & C of the Island Club Subdivision, as recorded in Plat Book 4, Page 106 (hereinafter the "Property") to the City to be held in trust until the amenities for the Planned Unit Development (PUD) were built; and

WHEREAS, the amenities were never completed by the original developer, and the City held the deed to the Property until 2005; and

WHEREAS, Islands Club Amelia, LLC acquired the Property from the City in 2005 and had planned to construct the amenities package; and

WHEREAS, in exchange for the City executing a deed for the Property to Islands Club Amelia, LLC, Islands Club Amelia, LLC posted a performance bond for the estimated amount ($468,000.00) required to complete the amenities package; and

WHEREAS, Islands Club Amelia, LLC does not have current plans to construct the amenities package due to the depressed economy, and the bond amount may be inaccurate at this time, more than 5 years after it was originally posted, to insure construction of the amenities; and

WHEREAS, Islands Club Amelia, LLC is requesting that the City release the bond requirement in exchange for a recordable amenities agreement which would encumber the Property and compel any current or future developer to construct the amenities on the Property as originally planned.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA THAT:

SECTION 1. The City Commission hereby accepts the Islands Club Subdivision Amenities Agreement, attached hereto as Exhibit "A", and authorizes the City Manager, City Attorney, and City Clerk to execute any and all documents necessary to release the performance bond with Insco Insurance Services, Inc., performance bond #590514S, upon receipt of proof of the recording of the attached Agreement in the public records of Nassau County, Florida.

SECTION 2. Islands Club Amelia, LLC shall pay any and all costs of recording the attached Agreement in the public records of Nassau County, Florida and providing the City Clerk of proof of such recording prior to the City releasing the bond.

SECTION 3. This resolution shall be effective immediately upon passage.

ADOPTED this 2nd day of November, 2010 with a quorum present and voting.

ATTEST

Mary L. Mercer

MARY L. MERCER
City Clerk

CITY OF FERNANDINA BEACH

Susan Hardee Steger

SUSAN HARDEE STEGER
Commissioner-Mayor

APPROVED AS TO FORM:

TAMMI E. BACH
City Attorney

EXHIBIT "A"

Resolution 2010-136

ISLANDS CLUB SUBDIVISION AMENITIES AGREEMENT

Islands Club Amelia, LLC, herein called "Developer" on behalf of itself and its successors, grantees and assigns, hereby agrees to the following recitals and covenants:

RECITALS

WHEREAS, on April 30, 1981, Atlantic Land & Development Corporation, the original developer of Islands Club, deeded Lots 38 through 45 and Tracts A, B & C of the Islands Club Subdivision, as recorded in Plat Book 4, Page 106 (hereinafter the "Property") to the City of Fernandina Beach ("City") to be held in trust to ensure the amenities for the Planned Unit Development (PUD) were built; and

WHEREAS, the amenities were never completed by the original developer; and

WHEREAS, Islands Club Amelia, LLC purchased the Property from the successor in title to the original developer, Sea Island Investors, LLC; and

WHEREAS, Islands Club Amelia, LLC agreed to complete the amenities for Island Club Subdivision within twenty-four months of issuance of building permits for construction of the improvements on the Property; and

WHEREAS, Islands Club Amelia, LLC posted a bond for the estimated amount required to complete the amenities; and

WHEREAS, the City executed a Quit Claim Deed for the Property upon the posting of the performance bond for the construction of the amenities; and

WHEREAS, the City has agreed to release the Insco Insurance Services, Inc. performance bond #590514S requirement upon recording of this agreement.

AGREEMENT

NOW THEREFORE, Developer, its successors, grantees and assigns agree to construct an amenities package consisting of items listed in Exhibit "A" on lands known as Lots 38, 39, 40, 41, 42, 43, 44, 45 and Tracts A, B and C of the Islands Club Subdivision, according to plat thereof recorded in Plat Book 4 at page 106 of the public records of Nassau County, Florida within twenty-four months of the

THIS INSTRUMENT PREPARED BY & RETURN TO:
A. J. TOMASSETTI, ATTORNEY-AT-LAW
P. O. BOX 1443
FERNANDINA BEACH, FLORIDA 32034

INSTR # 201029245, Book 1706, Page 1199
Pages 7
Doc Type AGR, Recorded 10/27/2010 at 11:24 AM,
John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee $61.00
#1

issuance of building permits for improvements on the property. This covenant shall run with the land.

This Subdivision Amenities Agreement and Exhibits hereto is made and entered into this 22nd day of October, 2010.

WITNESSES:

(#1 Witness Signs Here)

JEFF D. ANDERSON
(#1 Witness Name Printed Here)

(#2 Witness Signs Here)

Marc R. Griswold
(#2 Witness Name Printed Here)

ISLANDS CLUB AMELIA, LLC

By: John R. Proctor
Its Manager

STATE OF FLORIDA)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 22 day of OCTOBER, 2010, by JOHN R. PROCTOR who is personally known to me or ____ has produced FLORIDA D.L. as identification and who did take an oath.

Notary Public, Commission No_____

Name Stamp

JEFF D ANDERSON
MY COMMISSION EXPIRES
NOTARY PUBLIC
SEPTEMBER 5, 2013
FORSYTH COUNTY, GEORGIA

EXHIBIT A

Amenities Package at Islands Club Subdivision
Fernandina Beach, Nassau County, Florida

Item #	Site Plan Designator	Name	Description
1	A	POOL	Minimum size 1200 square feet, including fencing that meets or exceeds minimum fencing requirements for pool safety.
2	B	CLUBHOUSE/ CABANA	Minimum size 600 square feet, Open cabana style construction.
3	C	RESTROOMS	Including toilets, changing areas, and outdoor showers. May be constructed as either one or two structures.
4	D	OPERATIONS/ MAINTENANCE FACILITY	Approximate size: 500 – 1500 square feet conditioned s pace and 200 – 500 square feet of covered porches.
5	E	PARKING/ LANDSCAPING	Landscaping generally as shown on the landscaping plan. Four (4) Standard Parking Spaces and One (1) Handicapped Parking Space in accordance with applicable codes.

Said amenities package shall be constructed within twenty-four months (24) of issuance of the building permits.

Exhibit A-1 provides a site plan indicating the relative sizes and locations of the planned improvements.
Exhibit A-2 illustrates the front and side elevation views of the planned clubhouse/cabana.
Exhibit A-3 shows a perspective view of the planned clubhouse/cabana.
Exhibit A-4 illustrates the front elevation view of the planned operations/maintenance facility.

The exhibits are artist renderings and are intended to illustrate the overall size, scale, style and layout of the planned improvements. Some details may vary in the final construction.

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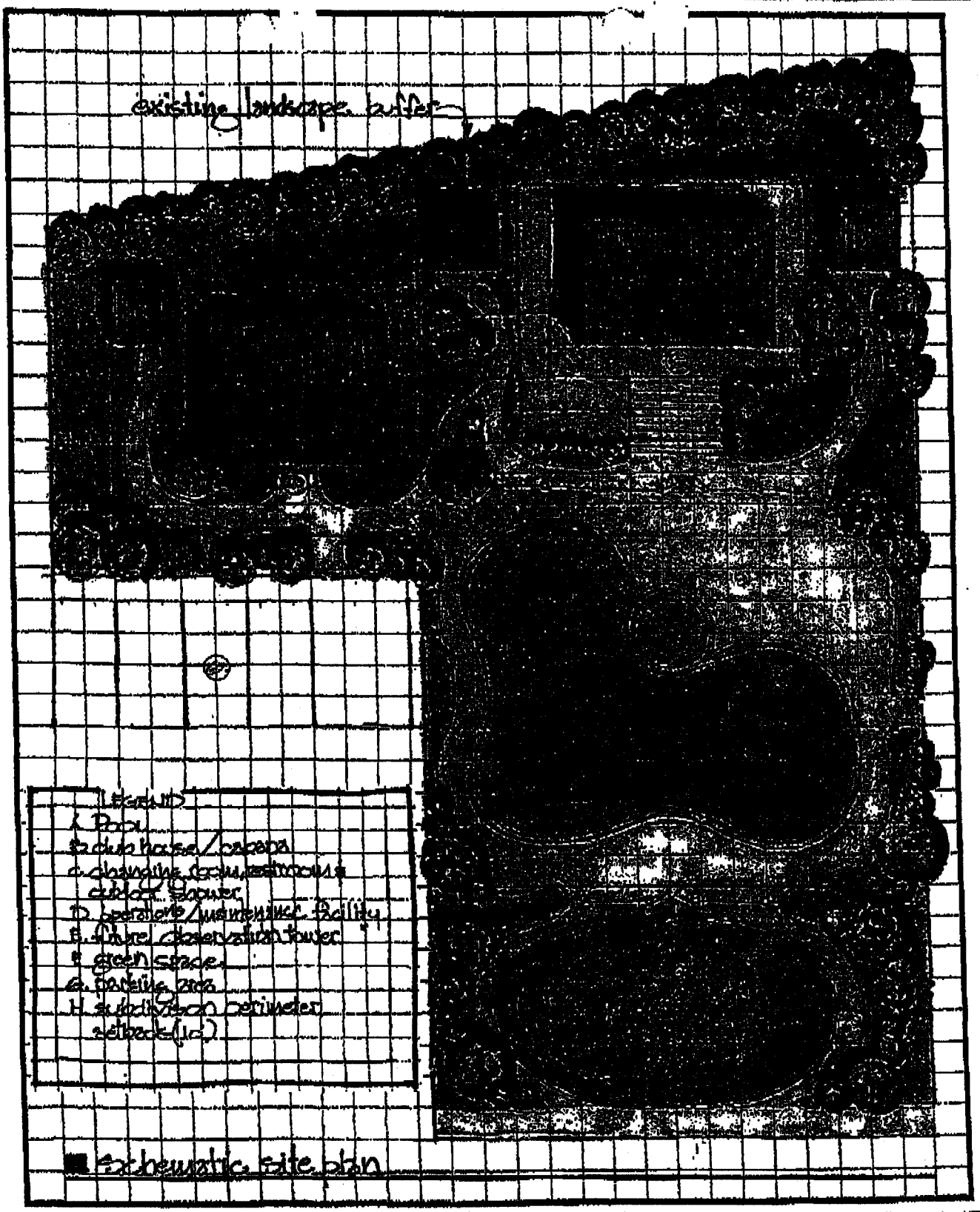

Exhaustive site plan

EXHIBIT "A-1"

The Islands Club

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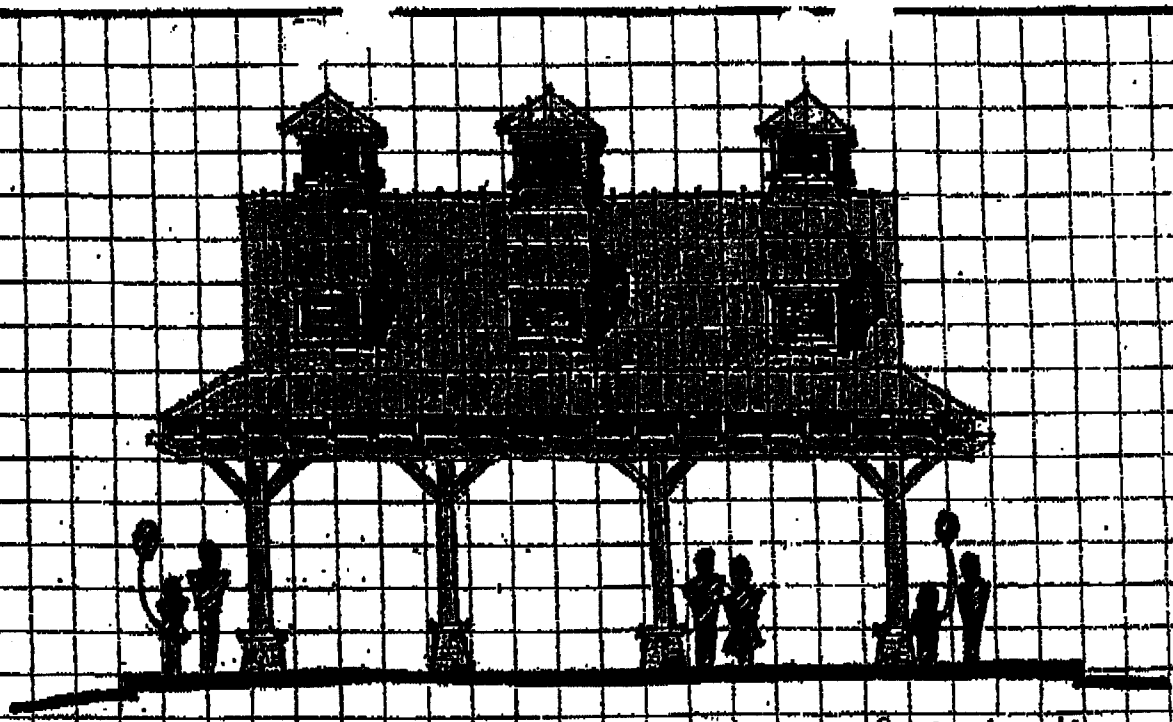

schematic clubhouse / cabana front elevation

schematic clubhouse / cabana side elevation

EXHIBIT "A-2"

The Islands Club

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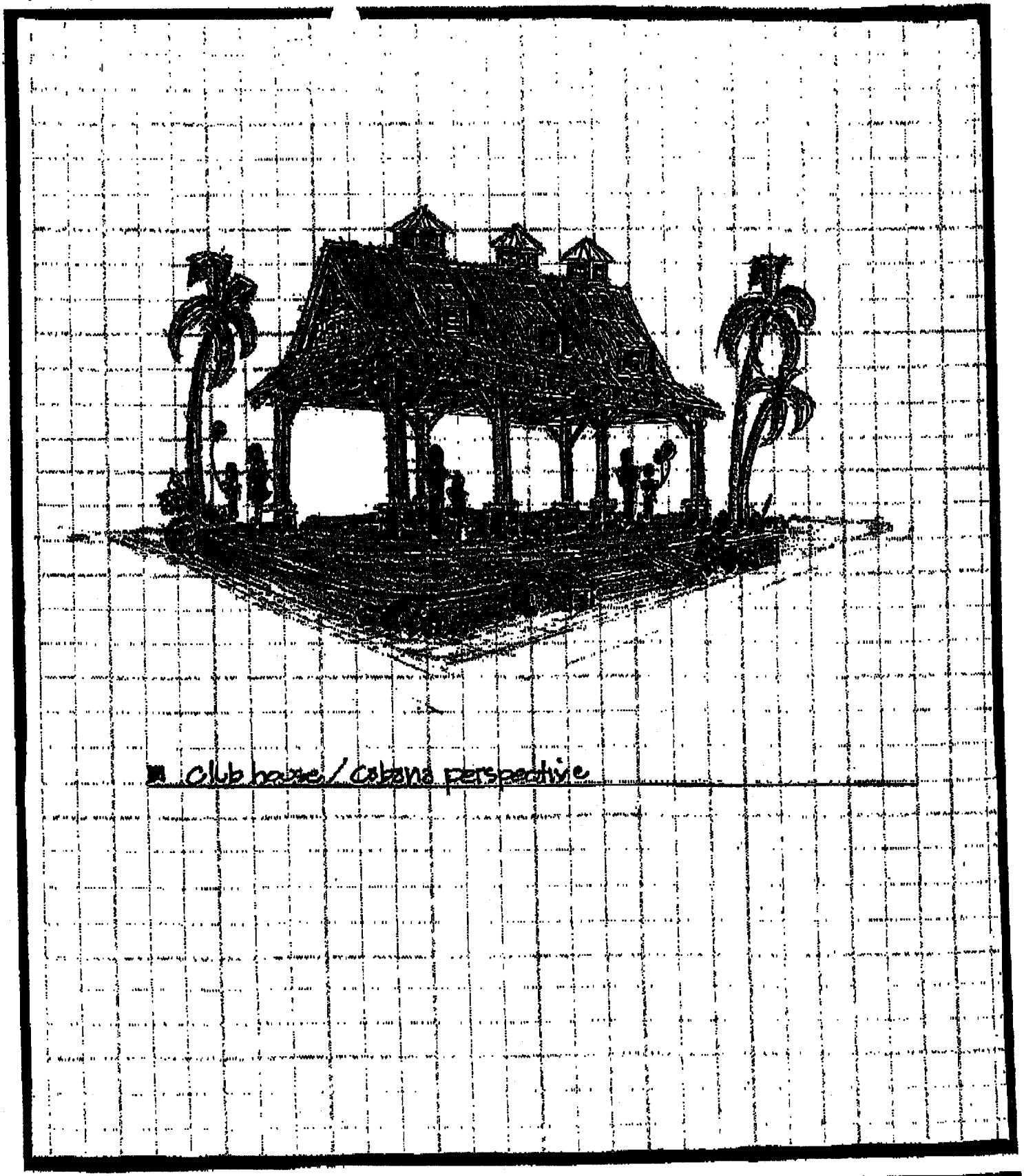

EXHIBIT

"A-3"

The Islands Club

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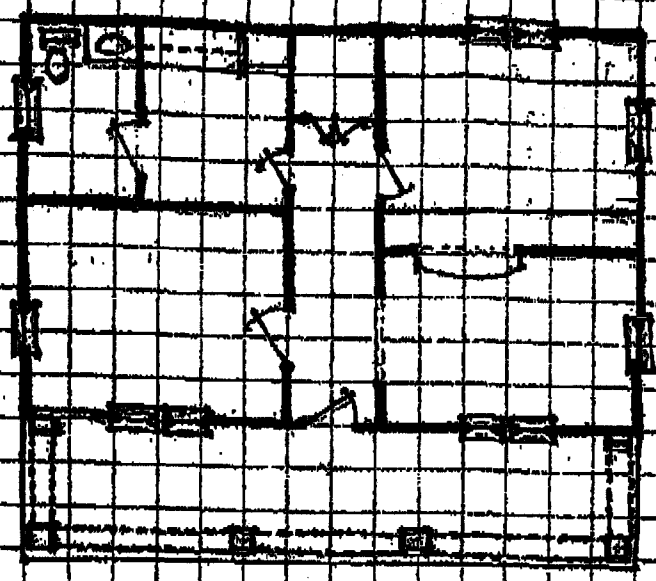
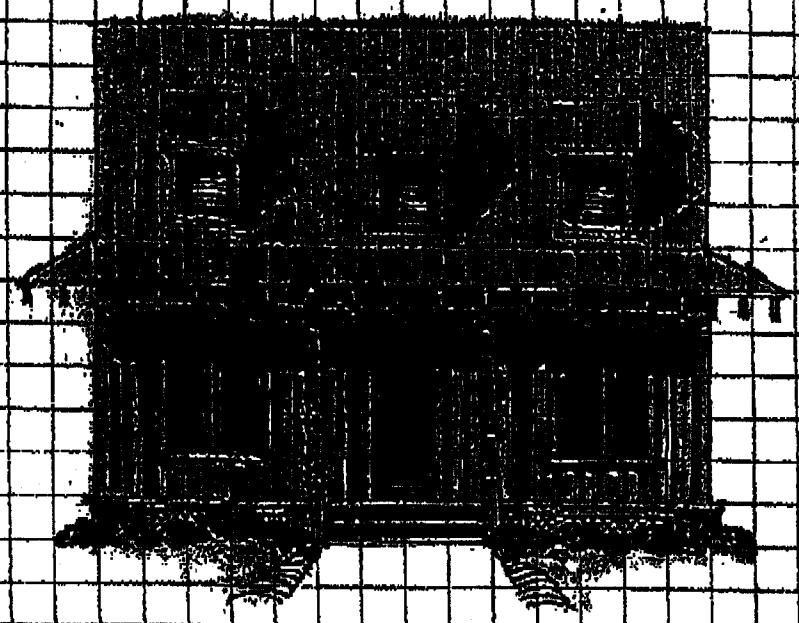


Schematic operations/maintenance facility plan



Schematic operations/maintenance facility elevation

EXHIBIT "A-4"

The Islands Club

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CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2010-136
Release of Bond In Exchange for Agreement to Construct Islands Club Subdivision Amenities

DEPARTMENT: City Attorney's Office

ATTACHMENTS: ___ Ordinance ___X_ Resolution
___X_ Support Documents ____ Other

SUMMARY: Islands Club Amelia, LLC acquired title to property known as the Islands Club Subdivision from the City in 2005 and had planned to construct an amenities package. In exchange for the City executing a deed for the property to Islands Club Amelia, LLC, Islands Club Amelia, LLC posted a performance bond for the estimated amount ($468,000.00) required to complete the amenities package. Islands Club Amelia, LLC does not have current plans to construct the amenities package due to the depressed economy. Islands Club Amelia, LLC is requesting that the City release the bond requirement in exchange for a recordable amenities agreement which would encumber the property and compel any current or future developer to construct the amenities on the property as originally planned.

RECOMMENDED ACTION: Approve Resolution 2010-136

DEPARTMENT HEAD	Submitted: Tammi E. Bach, City Attorney	Date: 10/26/10
	Requested Agenda	Date: 11/02/10
FINANCE DEPARTMENT	Financial Impact ___Yes ___No Budgeted ___Yes ___No ___N/A	Date:
CITY ATTORNEY	Approved for Form TEB	Date: 10/27/10
CITY MANAGER	Approved Agenda Item for	Date: 10/27/10

COMMISSION ACTION: ___ Approved As Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: __CA __CC __CM __CD __FI __FD __GC __HR __MD __PD __PR__PW __UD

Emailed 11.4.10
Tammi Bach
D. Clifford
M. McCrary

Approved at the City Commission Meeting
Held on 11.2.10
Voted: 5-0 Initial: al

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-43
Agreement Amendment - The Islands Club Amelia, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-43

SYNOPSIS: The Islands Club PUD subdivision includes a total of forty-five single family home sites as approved in 1981 (Ordinance 639). The applicant requests to reconfigure the remaining undeveloped twenty-seven home sites to address current land development standards, modify the location of the required amenities, and remove a substandard cul-de-sac to improve emergency services access.

In keeping with staff notes and the Planning Advisory Board (PAB) direction, the applicant has agreed to establish notes on the final plat to identify setback requirements and include a conservation easement on the 20 feet of private land abutting Ft. Clinch State Park. The PAB issued a recommendation of approval at its Regular Meeting on February 14, 2018. Staff recommends approval as subject to the notes and conditions offered within the staff report and consistent with the direction of the PAB.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-43.

Kelly Gibson, AICP, Planning Manager	04/10/2018
Nicole Bednar, Administrative Services Manager	04/17/2018
Dale Martin, City Manager	04/19/2018
Tammi E. Bach, City Attorney	04/23/2018

Submitted By: _____ Date: April 04, 2018
Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2018-43

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING RESOLUTION 2010-136 AND THE AMENITIES AGREEMENT WITH THE ISLANDS CLUB AMELIA, LLC RELATING TO THE ISLANDS CLUB PUD SUBDIVISION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 30, 1981, Atlantic Land & Development Corporation, the original developer of Islands Club, deeded Lots 38 through 45 and Tracts A, B, & C of the Island Club Subdivision, as recorded in Plat Book 4, Page 106 (hereinafter the "Property") to the City to be held in trust until the amenities for the Planned Unit Development (PUD) were built; and

WHEREAS, the amenities were never completed by the original developer, and the City held the deed to the Property until 2005; and

WHEREAS, Islands Club Amelia, LLC acquired the property from the City in 2005 and had planned to construct the amenities package; and

WHEREAS, in exchange for the City executing a deed for the Property to Islands Club Amelia, LLC, Islands Club Amelia, LLC posted a performance bond for the estimated amount ($468,000) required to complete the amenities package; and

WHEREAS, Islands Club Amelia, LLC obtained a release of the performance bond by the City under Resolution 2010-136 in exchange for a recordable amenities agreement which would encumber the property and compel any current or future developer to construct the amenities on the property as originally planned; and

WHEREAS, Islands Club Amelia, LLC/ Nautical View, LLC (current owners), request amendments to the 2010 Amenities Agreement as recorded in Official Records Book 1706, Page 1199 to reconfigure and centralize the location of the required amenities within the subdivision as consistent with the requested 2018 re-platted portion of Islands Club PUD and contained herein as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby accepts the amended Islands Club PUD subdivision Amenities Agreement, attached hereto as Exhibit "A."

SECTION 2. Islands Club Amelia, LLC/ Nautical View, LLC shall pay any and all costs of recording the attached amended Amenities Agreement in the public records of Nassau County, Florida.

SECTION 3. Islands Club Amelia, LLC/ Nautical View, LLC, its successors, grantees and assigns, agree to construct the subdivision amenities as located and shown on Exhibit "A" within twenty-four months of the issuance of building permits for improvements on the property. This covenant shall run with the land.

SECTION 4. This Resolution shall become effective immediately upon passage.

ADOPTED this 1st day of May, 2018.

ATTEST:

CITY OF FERNANDINA BEACH

_____
CAROLINE BEST
City Clerk

_____
JOHN A. MILLER
Mayor – Commissioner

APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

RECEIVED
JAN 2018
Community Development Dept
KG

ISLANDS CLUB SUBDIVISION
AMENDED AMENITIES AGREEMENT

Islands Club Amelia, LLC, herein called "Developer", on behalf of itself and its successors, grantees and assigns, hereby agrees to the following recitals and covenants. With the approval of the City of Fernandina Beach, this Amended Amenities Agreement completely replaces, supersedes and satisfies the original agreement recorded on October 27th, 2010 recorded at Book 1706, Page 1199 et. al. as follows:

RECITALS

WHEREAS, on April 30, 1981, Atlantic Land & Development Corporation, the original developer of Islands Club, deeded Lots 38 through 45 and Tracts A, B & C of the Islands Club Subdivision, as recorded in Plat Book 4, Page 106 (hereinafter the "Property") to the City of Fernandina Beach ("City") to be held in trust to ensure amenities for the Planned Unit Development (PUD) were built; and

WHEREAS, PUD amenities were never completed by the original developer; and

WHEREAS, Islands Club Amelia, LLC purchased the Property from the successor in title to the original developer, Sea Island Investors, LLC; and

WHEREAS, Islands Club Amelia, LLC has agreed to construct certain subdivision amenities located and shown on Exhibit A within twenty-four months of the issuance of building permits for improvements on the property; and

WHEREAS, Islands Club Amelia, LLC previously posted a bond for the estimated amount required to complete the amenities; and

WHEREAS, the City executed a Quit Claim Deed for the Property upon the posting of a performance bond for the construction of the amenities; and

WHEREAS, the City has previously released the Insco Insurance Services, Inc. performance bond #590514S requirement; and

WHEREAS, the purpose of this Amendment is to show the location and character of the amenities on the 2018 re-platted portion of the Islands Club PUD.

AGREEMENT

NOW THEREFORE, Developer, its successors, grantees and assigns, agree to construct subdivision amenities as located and shown on Exhibit "A" within twenty-four months of the issuance of building permits for improvements on the property. This covenant shall run with the land.

This Subdivision Amended Amenities Agreement is made and entered into this _____ day of _____, 2018.

WITNESSES:

ISLANDS CLUB AMELIA, LLC

_____
(#1 Witness Signs Here)

By: _____
its Manager

_____
(#1 Witness Name Printed Here)

_____
(#2 Witness Signs Here)

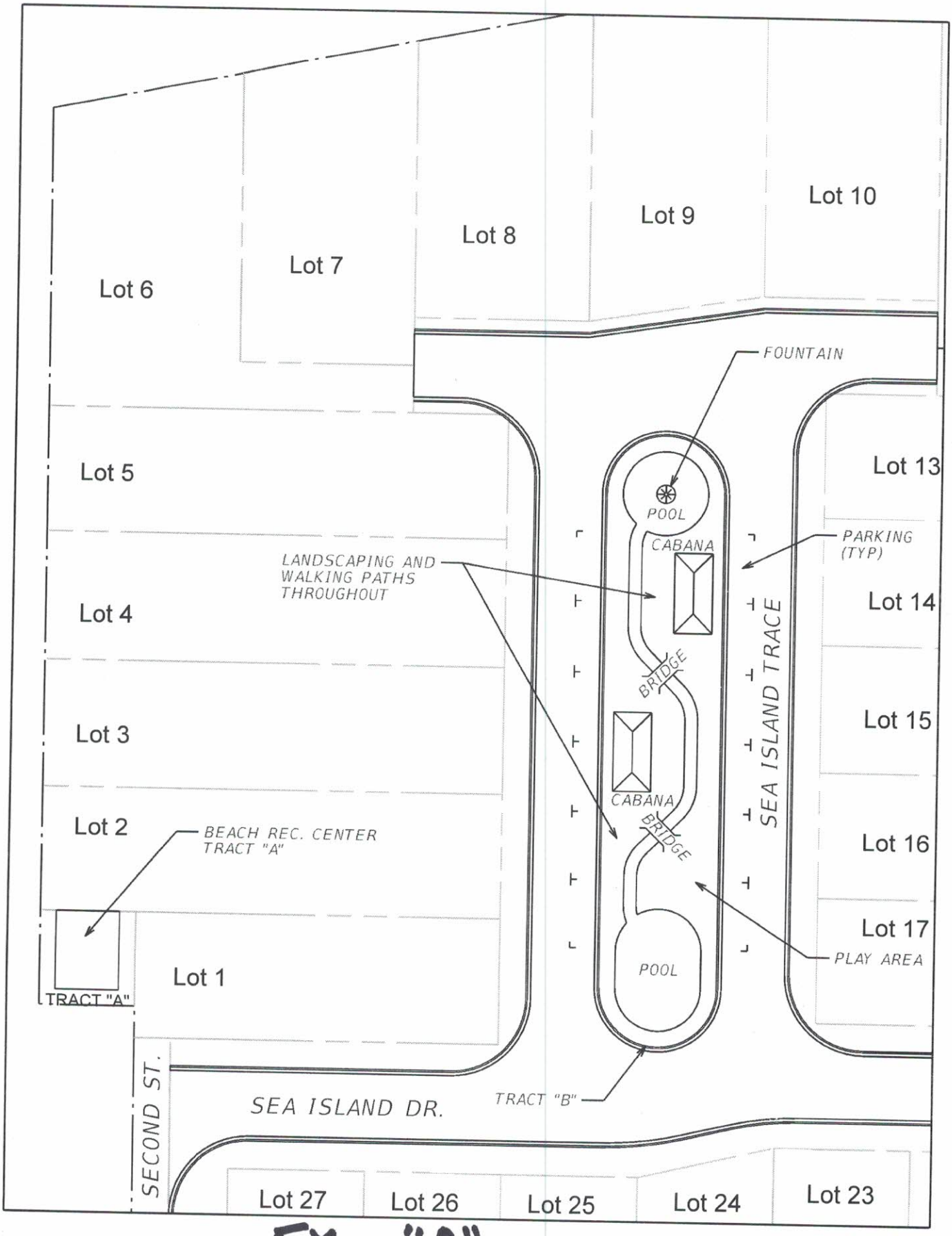
_____
(#2 Witness Name Printed Here)

STATE OF FLORIDA)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ who is personally known to me or _____ has produced _____ as identification and who did take an oath.

_____ Notary Public, Commission No_____

Name Stamp


Lot 6
Lot 7
Lot 8
Lot 9
Lot 10
FOUNTAIN
Lot 5
Lot 13
POOL
CABANA
PARKING (TYP)
LANDSCAPING AND WALKING PATHS THROUGHOUT
Lot 4
Lot 14
BRIDGE
SEA ISLAND TRACE
Lot 3
Lot 15
CABANA
Lot 2
BEACH REC. CENTER TRACT "A"
BRIDGE
Lot 16
Lot 17
PLAY AREA
TRACT "A"
Lot 1
POOL
SECOND ST.
SEA ISLAND DR.
TRACT "B"
Lot 27
Lot 26
Lot 25
Lot 24
Lot 23

Ex. "A"

Kelly N. Gibson, AICP

Planning Manager

City of Fernandina Beach

Re: Islands Club Subdivision Re-Plat

Dear Ms. Gibson,

I am and owner and agent of Islands Club Amelia, LLC and Nautical View, LLC. In 1981 the City Commission approved the Islands Club Planned Unit Development (PUD) and the Islands Club Plat containing 45 homesites as well as two streets named Sea Island Drive and Sea Island Trace. The entire subdivision property was fully graded at that time, and thirteen homes were constructed. However, the subdivision was never completed and went dormant for many years. Twenty-nine homesites were never built on, and remain vacant. The rest of the property was left as bare ground and there is almost no vegetation on the site.

In 2005 we acquired 29 vacant lots as well as tracts “A”, “B” & “C” and the two platted street rights-of-way. With your assistance, as well as the help of our engineers and surveyor, we have prepared a re-plat of the undeveloped portion of the PUD subdivision in order to bring the remaining development closer to modern development standards and to consolidate the amenity focal point to the center of the subdivision.

We intend to move quickly to construct the streets, landscaping and amenities. These will be completed within twenty-four months from the first issuance of building permits for the property. Once completed, the existing homeowners in the Islands Club PUD will be given the option, but not the obligation, to join the new Homeowners Association and to enjoy the on-site common elements and amenities.

The re-plat reshapes and rearranges twenty-seven (27) of the existing platted lots; and relocates and reshapes one of the existing platted rights-of-way. The re-plat eliminates a cul-de-sac street (platted in 1981, but never built) which is substandard by today’s requirements. Specifically, the diameter of the cul-de-sac is too small for current emergency vehicles. This cul-de-sac street has been redesigned as a 100-foot wide right-of way with a 37-foot wide x 194-foot long center island. The center island will become the focal point of the development, with pools, cabanas, walking paths, a kid’s play area, and extensive landscaping.

Elimination of this cul-de-sac also allows for the reshaping of six (6) existing pie-shaped lots which have exceptionally narrow street frontage, including four (4) pie-shaped lots with frontages of only 20 - 23 feet. The pie-shaped lots were reshaped and rearranged to provide more practical, rectangular lots. This arrangement allows for

better front facade architecture, driveway spacing, and front yard landscaping. More importantly, the new arrangement allows the fronts of homes on Lots 6 – 12 to be located farther away from the western boundary of the subdivision, adjacent to Fort Clinch. The creation of these larger, more rectangular lots on the western boundary, allowed us to specify a larger than normal rear-yard building setback requirement for Lots 6 -12 (e.g., 30 feet) and to specify the westernmost 20 feet of Lots 6 – 12 as an undisturbed natural buffer along the shared boundary with Fort Clinch State Park. The L-shaped design of Lots 6 and 7 is necessary in order to retain a reasonable buildable footprint and still provide the 20 foot undisturbed buffer adjoin Fort Clinch State Park

Reshaping the existing lots allows sixteen (16) of the twenty-seven (27) re-platted lots to have lot depths ranging from 110 up to 145 feet, significantly greater than the 100 foot lot depth which is typical in the surrounding neighborhoods. This is intended to allow for substantial open space in rear yards.

A sidewalk will be provided along Sea Island Drive, and this sidewalk will be extended beyond the replat boundary, along both West 2nd Street and West 3rd Street, to Tarpon Avenue.

The proposed re-plat is entirely within the boundary of the existing plat. In the re-plat, the western 20 feet of the lots which adjoin Fort Clinch State Park will be protected as a natural undisturbed buffer. This will preserve the hilly topography and native vegetation in that area.

Since this is an existing PUD, the City has the discretion to allow the design to best fit the site. We have considered many design options for the site and we believe this design is the best fit. Thank you for your assistance in this process.

Sincerely,

John Proctor

RESOLUTION 2010- 136

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AMENDING RESOLUTION 2005-123 BY AUTHORIZING THE RELEASE OF A PERFORMANCE BOND FOR THE CONSTRUCTION OF AMENITIES FOR A SUBDIVISION KNOWN AS ISLANDS CLUB IN EXCHANGE FOR AN AMENITIES AGREEMENT TO BE RECORDED IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 30, 1981, Atlantic Land & Development Corporation, the original developer of Islands Club, deeded Lots 38 through 45 and Tracts A, B, & C of the Island Club Subdivision, as recorded in Plat Book 4, Page 106 (hereinafter the "Property") to the City to be held in trust until the amenities for the Planned Unit Development (PUD) were built; and

WHEREAS, the amenities were never completed by the original developer, and the City held the deed to the Property until 2005; and

WHEREAS, Islands Club Amelia, LLC acquired the Property from the City in 2005 and had planned to construct the amenities package; and

WHEREAS, in exchange for the City executing a deed for the Property to Islands Club Amelia, LLC, Islands Club Amelia, LLC posted a performance bond for the estimated amount ($468,000.00) required to complete the amenities package; and

WHEREAS, Islands Club Amelia, LLC does not have current plans to construct the amenities package due to the depressed economy, and the bond amount may be inaccurate at this time, more than 5 years after it was originally posted, to insure construction of the amenities; and

WHEREAS, Islands Club Amelia, LLC is requesting that the City release the bond requirement in exchange for a recordable amenities agreement which would encumber the Property and compel any current or future developer to construct the amenities on the Property as originally planned.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA THAT:

SECTION 1. The City Commission hereby accepts the Islands Club Subdivision Amenities Agreement, attached hereto as Exhibit "A", and authorizes the City Manager, City Attorney, and City Clerk to execute any and all documents necessary to release the performance bond with Insco Insurance Services, Inc., performance bond #590514S, upon receipt of proof of the recording of the attached Agreement in the public records of Nassau County, Florida.

SECTION 2. Islands Club Amelia, LLC shall pay any and all costs of recording the attached Agreement in the public records of Nassau County, Florida and providing the City Clerk of proof of such recording prior to the City releasing the bond.

SECTION 3. This resolution shall be effective immediately upon passage.

ADOPTED this 2nd day of November, 2010 with a quorum present and voting.

ATTEST

Mary L. Mercer

MARY L. MERCER
City Clerk

CITY OF FERNANDINA BEACH

Susan Hardee Steger

SUSAN HARDEE STEGER
Commissioner-Mayor

APPROVED AS TO FORM:

TAMMI E. BACH
City Attorney

EXHIBIT "A"

Resolution 2010-136

ISLANDS CLUB SUBDIVISION AMENITIES AGREEMENT

Islands Club Amelia, LLC, herein called "Developer" on behalf of itself and its successors, grantees and assigns, hereby agrees to the following recitals and covenants:

RECITALS

WHEREAS, on April 30, 1981, Atlantic Land & Development Corporation, the original developer of Islands Club, deeded Lots 38 through 45 and Tracts A, B & C of the Islands Club Subdivision, as recorded in Plat Book 4, Page 106 (hereinafter the "Property") to the City of Fernandina Beach ("City") to be held in trust to ensure the amenities for the Planned Unit Development (PUD) were built; and

WHEREAS, the amenities were never completed by the original developer; and

WHEREAS, Islands Club Amelia, LLC purchased the Property from the successor in title to the original developer, Sea Island Investors, LLC; and

WHEREAS, Islands Club Amelia, LLC agreed to complete the amenities for Island Club Subdivision within twenty-four months of issuance of building permits for construction of the improvements on the Property; and

WHEREAS, Islands Club Amelia, LLC posted a bond for the estimated amount required to complete the amenities; and

WHEREAS, the City executed a Quit Claim Deed for the Property upon the posting of the performance bond for the construction of the amenities; and

WHEREAS, the City has agreed to release the Insco Insurance Services, Inc. performance bond #590514S requirement upon recording of this agreement.

AGREEMENT

NOW THEREFORE, Developer, its successors, grantees and assigns agree to construct an amenities package consisting of items listed in Exhibit "A" on lands known as Lots 38, 39, 40, 41, 42, 43, 44, 45 and Tracts A, B and C of the Islands Club Subdivision, according to plat thereof recorded in Plat Book 4 at page 106 of the public records of Nassau County, Florida within twenty-four months of the

THIS INSTRUMENT PREPARED BY & RETURN TO:
A. J. TOMASSETTI, ATTORNEY-AT-LAW
P. O. BOX 1443
FERNANDINA BEACH, FLORIDA 32034

INSTR # 201029245, Book 1706, Page 1199
Pages 7
Doc Type AGR, Recorded 10/27/2010 at 11:24 AM,
John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee $61.00
#1

issuance of building permits for improvements on the property. This covenant shall run with the land.

This Subdivision Amenities Agreement and Exhibits hereto is made and entered into this 22nd day of October, 2010.

WITNESSES:

(#1 Witness Signs Here)

JEFF D. ANDERSON
(#1 Witness Name Printed Here)

(#2 Witness Signs Here)

Marc R. Griswold
(#2 Witness Name Printed Here)

ISLANDS CLUB AMELIA, LLC

By: _____
its Manager

STATE OF FLORIDA)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 22 day of OCTOBER, 2010, by JOHN R. PROCTOR who is personally known to me or ____ has produced FLORIDA D.L. as identification and who did take an oath.

_____ Notary Public, Commission No_____

Name Stamp

JEFF D ANDERSON
MY COMMISSION EXPIRES
NOTARY PUBLIC
SEPTEMBER 5, 2013
FORSYTH COUNTY, GEORGIA

EXHIBIT A

Amenities Package at Islands Club Subdivision
Fernandina Beach, Nassau County, Florida

Item #	Site Plan Designator	Name	Description
1	A	POOL	Minimum size 1200 square feet, including fencing that meets or exceeds minimum fencing requirements for pool safety.
2	B	CLUBHOUSE/ CABANA	Minimum size 600 square feet, Open cabana style construction.
3	C	RESTROOMS	Including toilets, changing areas, and outdoor showers. May be constructed as either one or two structures.
4	D	OPERATIONS/ MAINTENANCE FACILITY	Approximate size: 500 – 1500 square feet conditioned s pace and 200 – 500 square feet of covered porches.
5	E	PARKING/ LANDSCAPING	Landscaping generally as shown on the landscaping plan. Four (4) Standard Parking Spaces and One (1) Handicapped Parking Space in accordance with applicable codes.

Said amenities package shall be constructed within twenty-four months (24) of issuance of the building permits.

Exhibit A-1 provides a site plan indicating the relative sizes and locations of the planned improvements.
Exhibit A-2 illustrates the front and side elevation views of the planned clubhouse/cabana.
Exhibit A-3 shows a perspective view of the planned clubhouse/cabana.
Exhibit A-4 illustrates the front elevation view of the planned operations/maintenance facility.

The exhibits are artist renderings and are intended to illustrate the overall size, scale, style and layout of the planned improvements. Some details may vary in the final construction.

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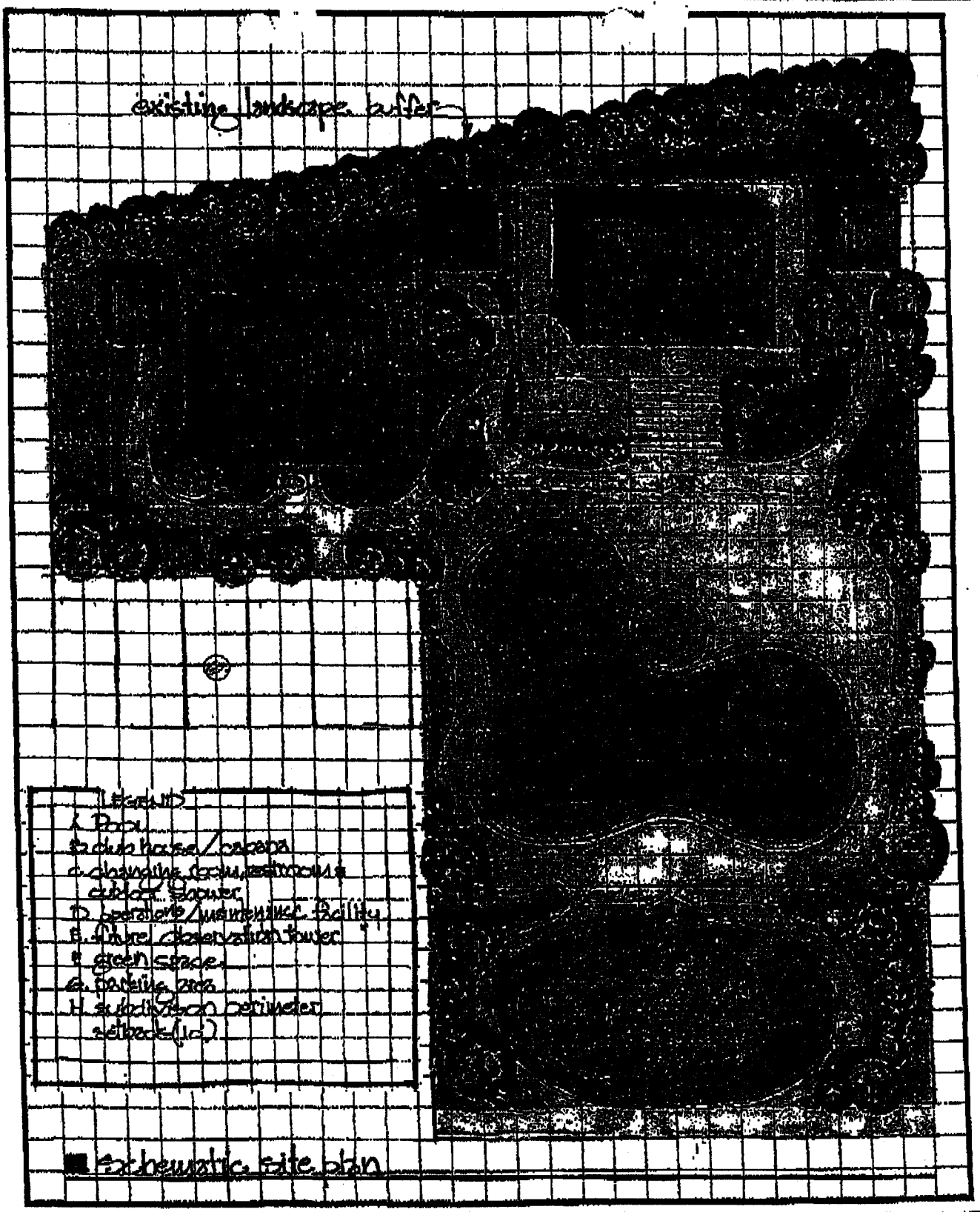

Schematic site plan

EXHIBIT "A-1"

The Islands Club

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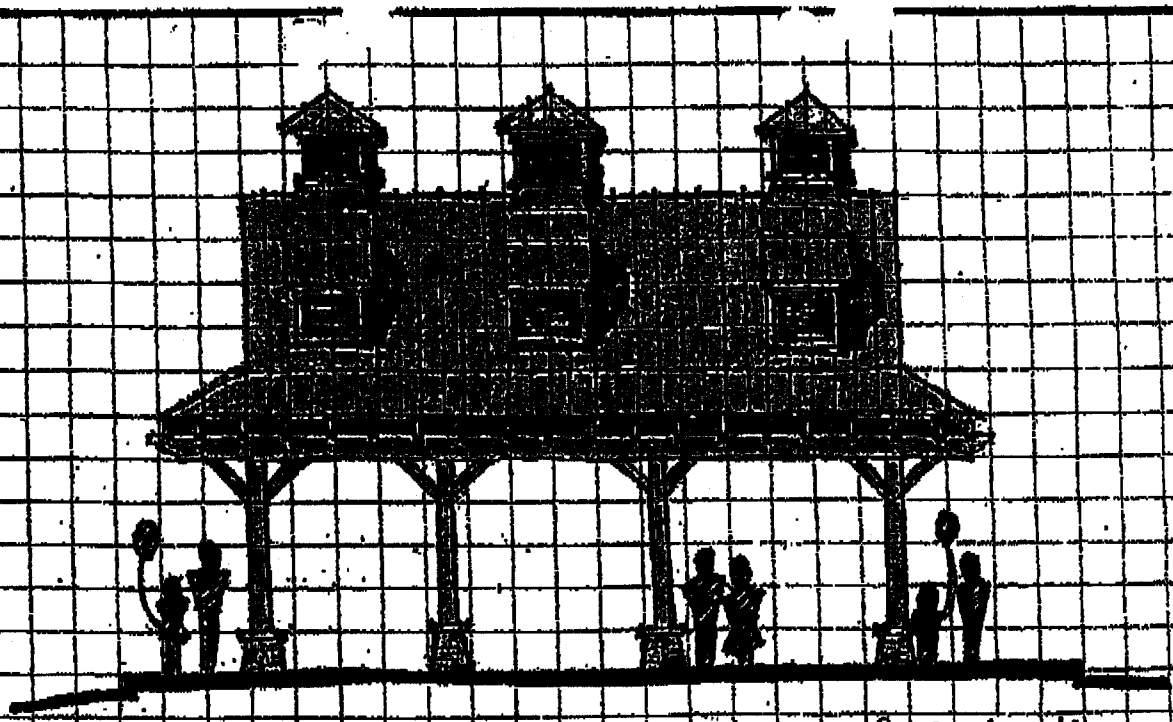

schematic clubhouse / cabana front elevation

schematic clubhouse / cabana side elevation

EXHIBIT "A-2"

The Islands Club

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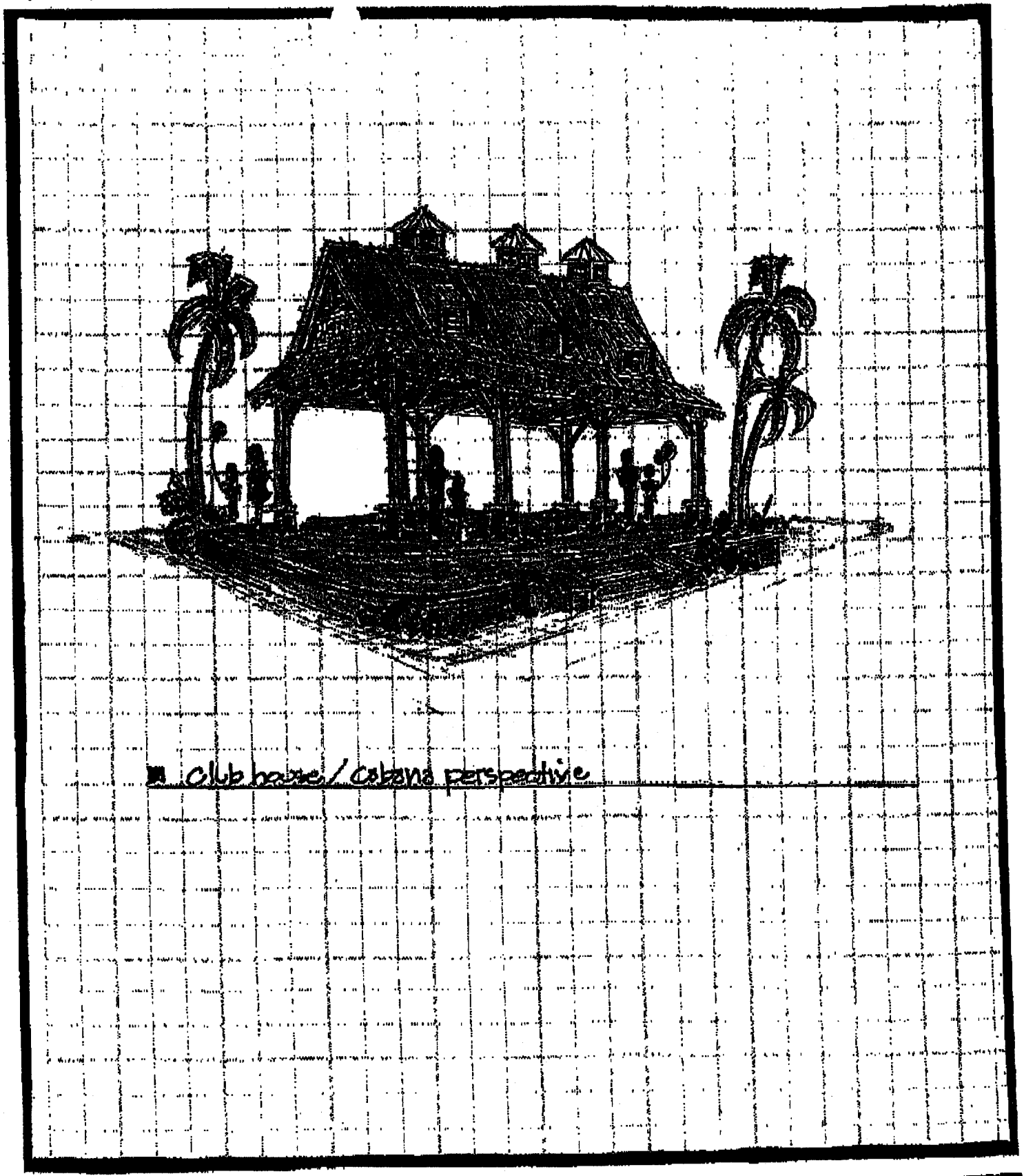

EXHIBIT

"A-3"

The Islands Club

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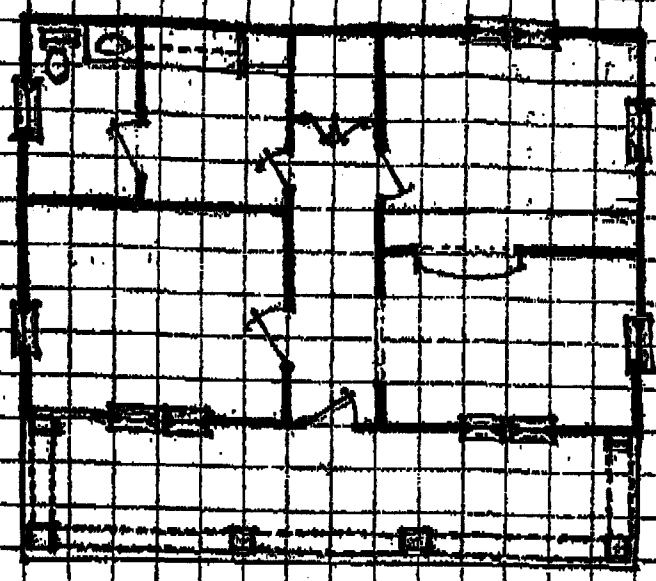
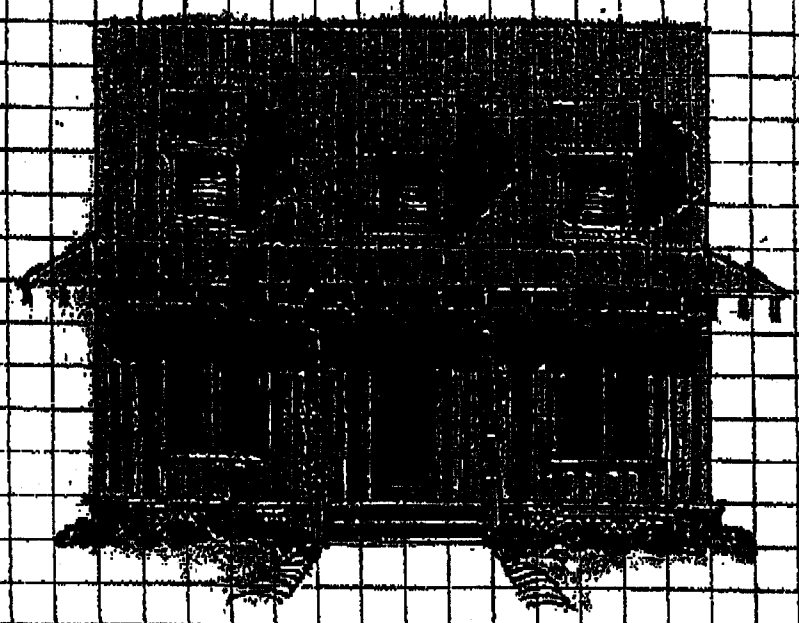


Schematic operations/maintenance facility plan



Schematic operations/maintenance facility elevation

EXHIBIT "A-4"

The Islands Club

This fax was received by GFI FAXmaker fax server. For more information, visit: http://www.gfi.com

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2010-136
Release of Bond In Exchange for Agreement to Construct Islands Club Subdivision Amenities

DEPARTMENT: City Attorney's Office

ATTACHMENTS: ___ Ordinance ___X_ Resolution
___X_ Support Documents ____ Other

SUMMARY: Islands Club Amelia, LLC acquired title to property known as the Islands Club Subdivision from the City in 2005 and had planned to construct an amenities package. In exchange for the City executing a deed for the property to Islands Club Amelia, LLC, Islands Club Amelia, LLC posted a performance bond for the estimated amount ($468,000.00) required to complete the amenities package. Islands Club Amelia, LLC does not have current plans to construct the amenities package due to the depressed economy. Islands Club Amelia, LLC is requesting that the City release the bond requirement in exchange for a recordable amenities agreement which would encumber the property and compel any current or future developer to construct the amenities on the property as originally planned.

RECOMMENDED ACTION: Approve Resolution 2010-136

DEPARTMENT HEAD	Submitted: Tammi E. Bach, City Attorney	Date: 10/26/10
	Requested Agenda	Date: 11/02/10
FINANCE DEPARTMENT	Financial Impact ___Yes ___No Budgeted ___Yes ___No ___N/A	Date:
CITY ATTORNEY	Approved for Form TEB	Date: 10/27/10
CITY MANAGER	Approved Agenda Item for	Date: 10/27/10

COMMISSION ACTION: ___ Approved As Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: __CA __CC __CM __CD __FI __FD __GC __HR __MD __PD __PR__PW __UD

Emailed 11.4.10
Tammi Bach
D. Clifford
M. McCrary

Approved at the City Commission Meeting
Held on 11.2.10
Voted: 5-0 Initial: al

INSTR # 201029245, Book 1706, Page 1199 Doc Type AGR, Pages 7, Recorded 10/27/2010 at 11:24 AM, John A Crawford, Nassau County Clerk of Circuit Court, Rec. Fee $61.00

ISLANDS CLUB SUBDIVISION
AMENITIES AGREEMENT

Islands Club Amelia, LLC, herein called "Developer" on behalf of itself and its successors, grantees and assigns, hereby agrees to the following recitals and covenants:

RECITALS

WHEREAS, on April 30, 1981, Atlantic Land & Development Corporation, the original developer of Islands Club, deeded Lots 38 through 45 and Tracts A, B & C of the Islands Club Subdivision, as recorded in Plat Book 4, Page 106 (hereinafter the "Property") to the City of Fernandina Beach ("City") to be held in trust to ensure the amenities for the Planned Unit Development (PUD) were built; and

WHEREAS, the amenities were never completed by the original developer; and

WHEREAS, Islands Club Amelia, LLC purchased the Property from the successor in title to the original developer, Sea Island Investors, LLC; and

WHEREAS, Islands Club Amelia, LLC agreed to complete the amenities for Island Club Subdivision within twenty-four months of issuance of building permits for construction of the improvements on the Property; and

WHEREAS, Islands Club Amelia, LLC posted a bond for the estimated amount required to complete the amenities; and

WHEREAS, the City executed a Quit Claim Deed for the Property upon the posting of the performance bond for the construction of the amenities; and

WHEREAS, the City has agreed to release the Insco Insurance Services, Inc. performance bond #590514S requirement upon recording of this agreement.

AGREEMENT

NOW THEREFORE, Developer, its successors, grantees and assigns agree to construct an amenities package consisting of items listed in Exhibit "A" on lands known as Lots 38, 39, 40, 41, 42, 43, 44, 45 and Tracts A, B and C of the Islands Club Subdivision, according to plat thereof recorded in Plat Book 4 at page 106 of the public records of Nassau County, Florida within twenty-four months of the

THIS INSTRUMENT PREPARED BY & RETURN TO:
A. J. TOMASSETTI, ATTORNEY-AT-LAW
P. O. BOX 1443
FERNANDINA BEACH, FLORIDA 32034

issuance of building permits for improvements on the property. This covenant shall run with the land.

This Subdivision Amenities Agreement and Exhibits hereto is made and entered into this 22nd day of October, 2010.

WITNESSES:

(#1 Witness Signs Here)

JEFF D. ANDERSON
(#1 Witness Name Printed Here)

(#2 Witness Signs Here)

Marc R. Griswold
(#2 Witness Name Printed Here)

ISLANDS CLUB AMELIA, LLC

By: John R Proctor
its Manager

STATE OF FLORIDA)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 22 day of OCTOBER, 2010, by John R. Proctor who is personally known to me or ____ has produced FLORIDA D.L. as identification and who did take an oath.

Notary Public, Commission No_____

Name Stamp

JEFF D ANDERSON
MY COMMISSION EXPIRES
NOTARY
PUBLIC
SEPTEMBER 5, 2013
FORSYTH COUNTY, GEORGIA

EXHIBIT A

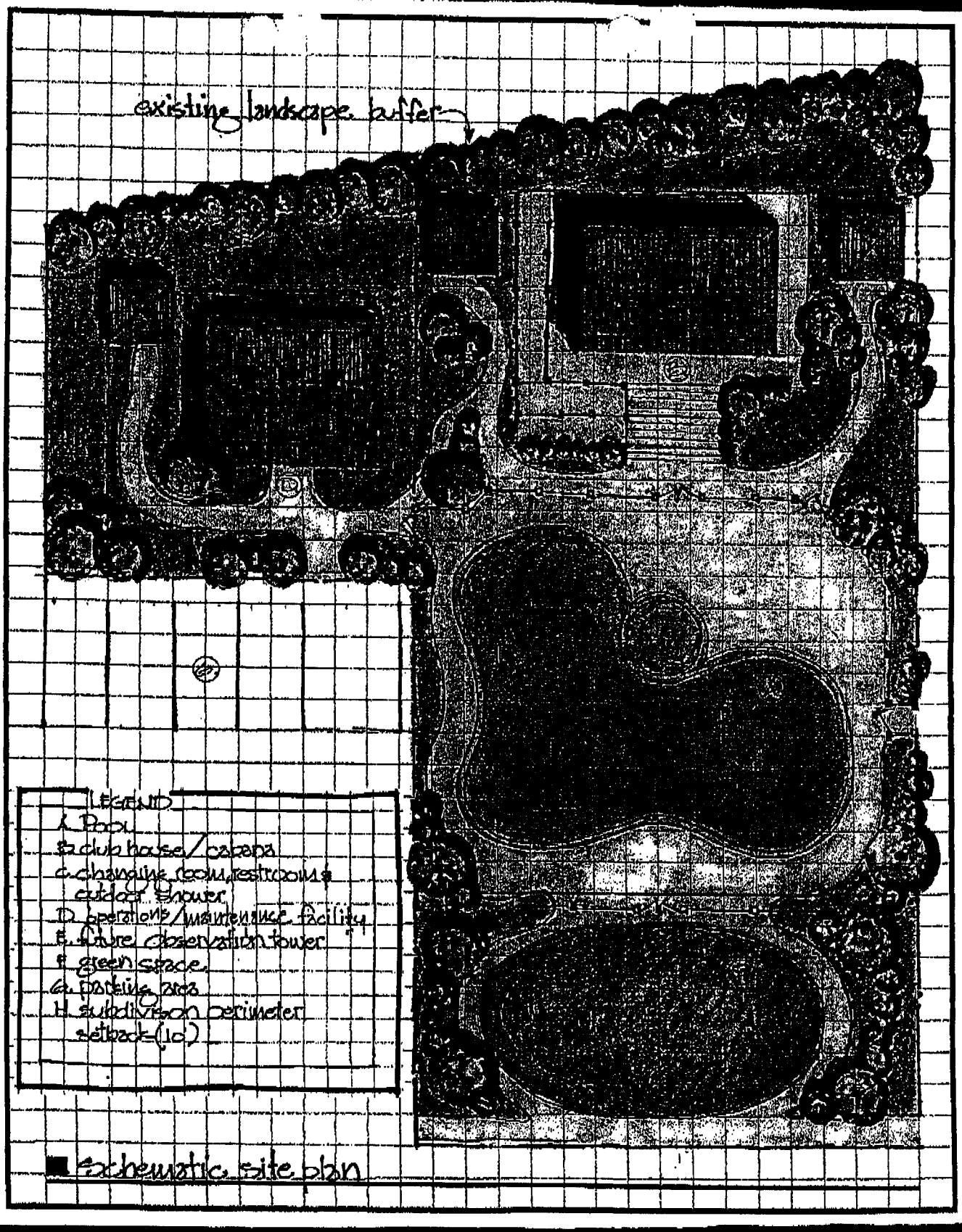
Amenities Package at Islands Club Subdivision
Fernandina Beach, Nassau County, Florida

Item #	Site Plan Designator	Name	Description
1	A	POOL	Minimum size 1200 square feet, including fencing that meets or exceeds minimum fencing requirements for pool safety.
2	B	CLUBHOUSE/ CABANA	Minimum size 600 square feet, Open cabana style construction.
3	C	RESTROOMS	Including toilets, changing areas, and outdoor showers. May be constructed as either one or two structures.
4	D	OPERATIONS/ MAINTENANCE FACILITY	Approximate size: 500 – 1500 square feet conditioned s pace and 200 – 500 square feet of covered porches.
5	E	PARKING/ LANDSCAPING	Landscaping generally as shown on the landscaping plan. Four (4) Standard Parking Spaces and One (1) Handicapped Parking Space in accordance with applicable codes.

Said amenities package shall be constructed within twenty-four months (24) of issuance of the building permits.

Exhibit A-1 provides a site plan indicating the relative sizes and locations of the planned improvements.
Exhibit A-2 illustrates the front and side elevation views of the planned clubhouse/cabana.
Exhibit A-3 shows a perspective view of the planned clubhouse/cabana.
Exhibit A-4 illustrates the front elevation view of the planned operations/maintenance facility.

The exhibits are artist renderings and are intended to illustrate the overall size, scale, style and layout of the planned improvements. Some details may vary in the final construction.



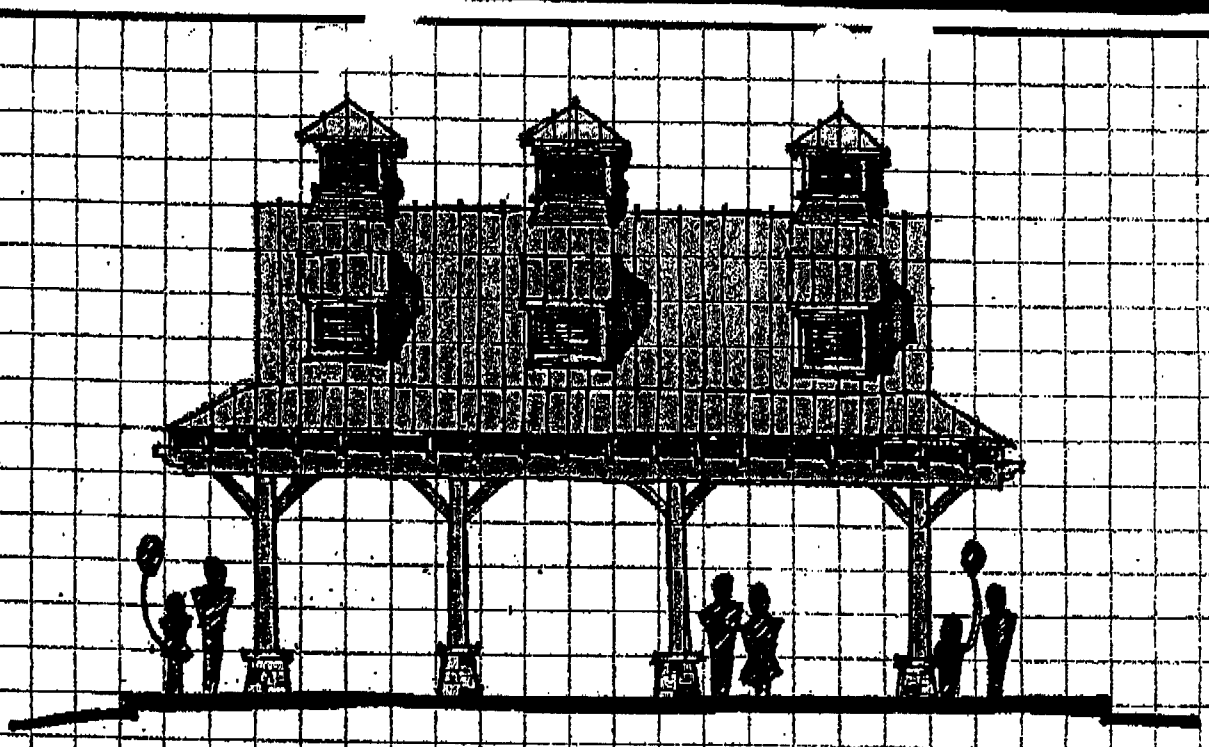
schematic site plan

EXHIBIT "A-1"

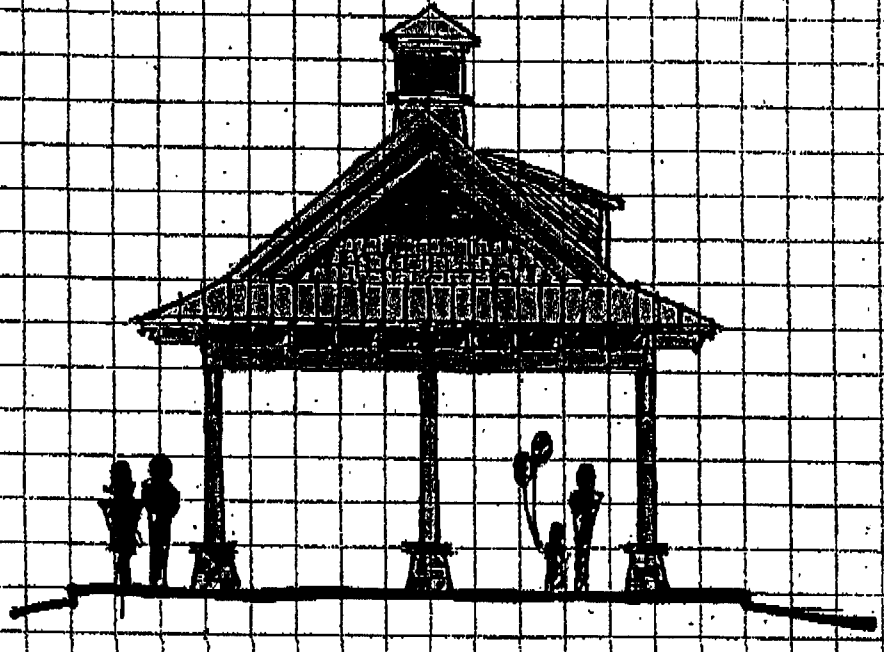
Blumberg No. 5119

The Islands Club

This fax was received by GFI FAXmaker fax server. For more information, visit: http://www.gfi.com



schematic clubhouse / cabana front elevation



schematic clubhouse / cabana side elevation

EXHIBIT

"A-2"

Blumberg No. 5110

The Islands Club

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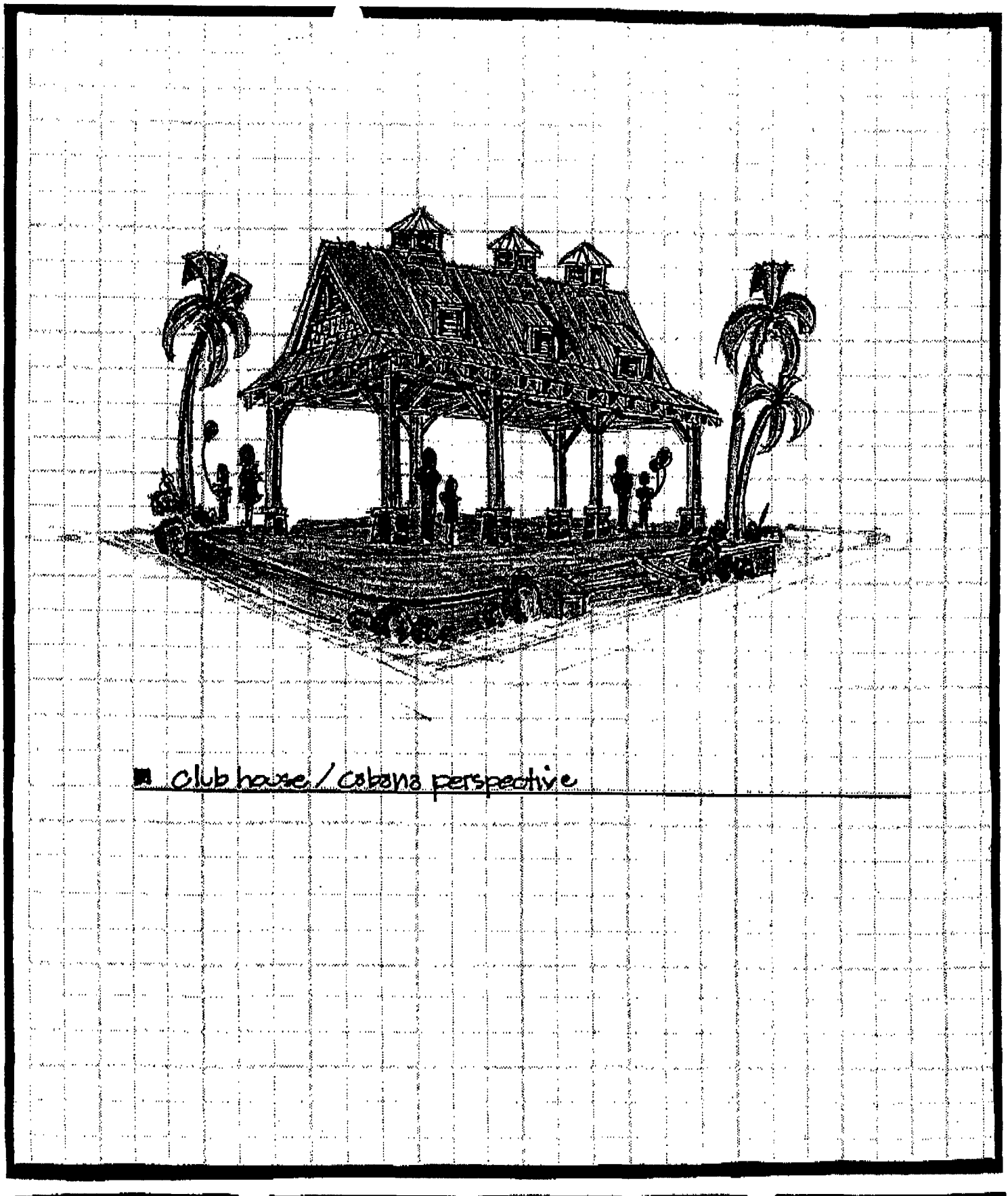
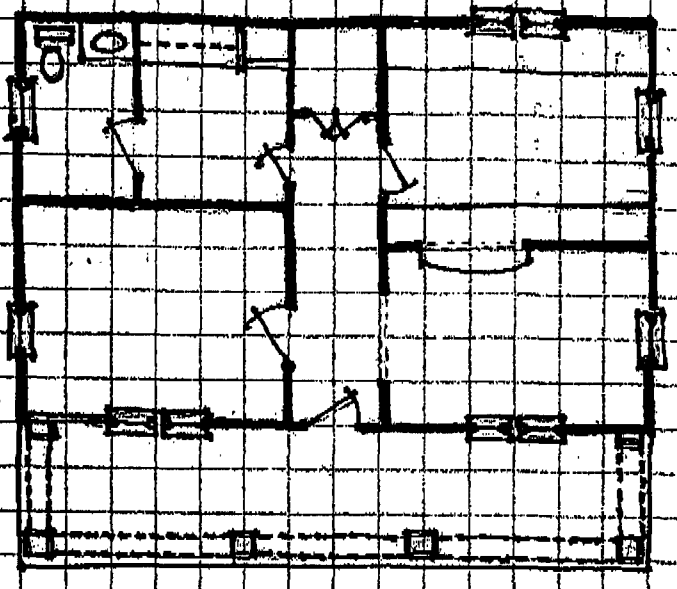


EXHIBIT

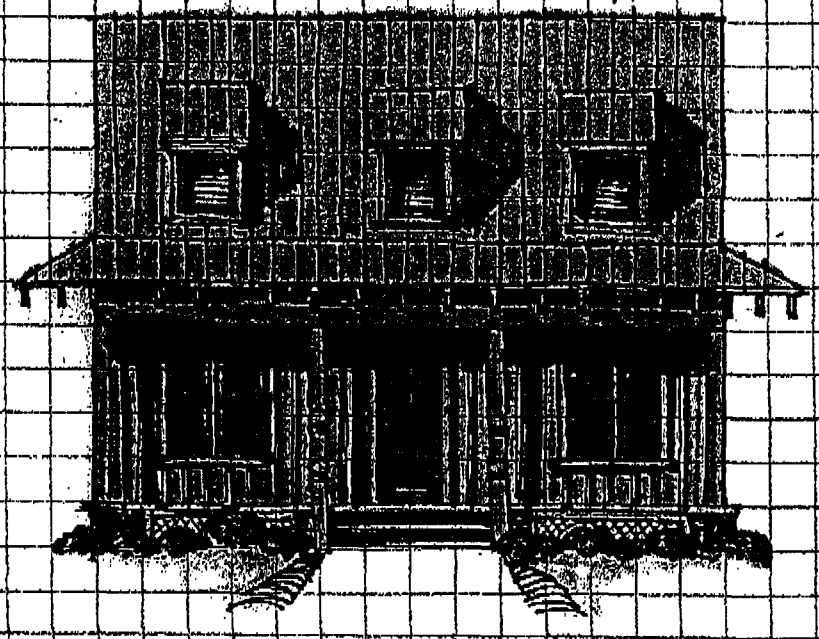
"A-3"

The Islands Club

This fax was received by GFI FAXmaker fax server. For more information, visit: http://www.gfi.com



schematic operations/maintenance facility plan



schematic operations/maintenance facility elevation

EXHIBIT

"A-4"

The Islands Club

This fax was received by GFI FAXmaker fax server. For more information, visit: http://www.gfi.com

RESOLUTION 2005-123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AUTHORIZING THE EXECUTION OF A DEED FOR LOTS 38 THROUGH 45 AND TRACTS A, B, AND C TO ISLANDS CLUB AMELIA, L.L.C. UPON THE POSTING OF A PERFORMANCE BOND FOR THE CONSTRUCTION OF THE AMENITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 30, 1981, Atlantic Land & Development Corporation, the original developer of Islands Club, deeded Lots 38 through 45 and Tracts A, B, & C of the Island Club Subdivision, as recorded in Plat Book 4, Page 106 (hereinafter the Property) to the City to be held in trust until the amenities for the Planned Unit Development (PUD) were built; and

WHEREAS, the amenities were never completed by the original developer, and the City still holds the deed to the Property; and

WHEREAS, Islands Club Amelia, LLC executed a contract to purchase the Property from the successor in title to the original developer, Sea Island Investors, LLC, and will close said property on or before August 11, 2005; and

WHEREAS, Islands Club Amelia, LLC desires to complete the amenities package for Islands Club upon purchase of the property; and

WHEREAS, in order to complete the amenities package, Islands Club Amelia, LLC will need title to the property; and

WHEREAS, Island Club Amelia, LLC is willing to post a bond for the estimated amount required to complete the amenities package; and

WHEREAS, Islands Club Amelia, LLC requests that the City execute a deed for the Property upon the posting of a performance bond in the estimated amount of four hundred sixty eight thousand ($468,000.00) for the construction of the amenities; and

WHEREAS, the form of the bond and the exact amount of the bond will be subject to the final review and approval of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA THAT:

SECTION 1. The City Commission hereby authorizes City staff to execute any and all documents necessary to deed to Islands Club Amelia, LLC the Property, consisting of Lots 38 through 45 and Tracts A, B, and C of the Island Club Subdivision, as recorded in Plat Book 4, Page 106 upon the posting of a performance bond in the estimated amount of four hundred sixty eight thousand ($468,000.00). The performance bond form and final amount for the bond are subject to the review and approval of the City.

SECTION 2. This resolution shall be effective immediately upon passage.

ADOPTED this 5th day of July, 2005 with a quorum present and voting.

ATTEST

Cassandra P. Mitchell

CASSANDRA P. MITCHELL
City Clerk

CITY OF FERNANDINA BEACH

Ken Walker

KEN WALKER
Commissioner-Mayor

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2005-123
The Islands Club Subdivision—Release of Deed Restriction

DEPARTMENT: Legal

ATTACHMENTS: ___ Ordinance ___x_ Resolution
_X_ Support Documents ___ Other

SUMMARY: In 1981, the City Commission allowed the original developer of the Sea Islands project to give the city a conditional deed as a guarantee for the completion of certain amenities for the subdivision. The amenities were never completed, and the city has held the conditional deed for over 20 years. A new owner has come forwarded to purchase the property, and desires to complete the amenities specified. In order to complete the amenities, the new owner needs to obtain a release from the original condition in the deed, and is proposing to issue a performance bond to the city in the estimated amount required to complete the amenities. The attached resolution authorizes the city to release the conditional deed in exchange for the bond, and to issue a deed to the developer to clear the title to the property. By accepting the bond, the city can still assure the completion of the amenities, which was the original goal of the commission in 1981. I have attached a copy of the letter from Mr. Tomassetti, attorney for the new buyers, as well as some back up information.

7.4

RECOMMENDED ACTION: Adopt Resolution 2005-123

DEPARTMENT HEAD	Submitted: DBraga	Date: 6/22/05
	Requested Agenda	Date: 7/5/05
FINANCE DEPARTMENT	Budgeted __Yes __No __N/A	Date:
CITY ATTORNEY	Approved for Form and Correctness	Date: 6/24/05
CITY MANAGER	Approved Agenda Item for	Date: 7/5/05

COMMISSION ACTION: ___ Approved As Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: __CA __CC __CM __CD __FI __FD __GC __HR __MD __PD __PR__PW __UD

AJT

A. JEFFREY TOMASSETTI

Attorney at Law

June 22, 2005

A. Jeffrey Tomassetti, Esq.
Valerie C. Faltemier, Esq.

Debra A. Braga, City Attorney
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

HAND DELIVERED

RE: Islands Club Planned Unit Development
Amenities Package

Dear Ms. Braga:

I represent Islands Club Amelia, LLC and will appear on their behalf under that certain Agent Authorization from Sea Island Investors, LLC., the current owner of property in Islands Club Planned Unit Development (PUD).

On April 30, 1981, Atlantic Land & Development Corporation, the original developer of Islands Club, deeded Lots 38-45 and Tracts A, B, and C to the City of Fernandina Beach to be held in trust until the amenities for the PUD were built. Language on the deed states the property is to be returned, "upon completion of the amenities package in the The Islands Club Subdivision and acceptance by the City of Fernandina Beach."

Islands Club Amelia, LLC is under contract to purchase Lots 38-45, and Tracts A, B, and C from Sea Island Investors, LLC. The closing is scheduled for August 11, 2005. Mr. Proctor, Manager of Islands Club Amelia, LLC, requests a deed from the City for the properties held in trust upon the posting of a bond in the amount of four hundred sixty eight thousand ($468,000.00) so that the amenities may be built. Mr. Proctor requests to be on the July 5, 2005 agenda in order to meet the closing deadline on the property.

Historical Timeline:

March 3, 1981 – City Commission:
Approved The Islands Club Subdivision Planned Unit Development subject to conditions

April 21, 1981 – City Commission:
Approved Resolution No. 639: Plat of The Islands Club Subdivision accepted and approved as final plat of subdivision including Lots 1-45 and Tracts A, B & C.

406 Ash Street • Post Office Box 1443 • Fernandina Beach, Florida 32035-1443
Telephone: (904) 261-1833 • Fax: (904) 261-8023

April 30, 1981 – Deed to City of Fernandina Beach:

1. Lots 38-45, Tracts A, B, & C
2. To be returned "upon completion of the amenities package in The Islands Club Subdivision and acceptance by the City of Fernandina Beach.

August 25, 1987 - Letter from Wesley R. Poole, City Attorney to Julian Lifsey:

Wesley R. Poole stated, "I am of the opinion that any further development at Islands Club must be in conformity with the PUD application and approval, unless or until such is amended or rescinded by the City Commission."

I have assembled a package for presentation to the City Commission on behalf of my client. Enclosed please find the following:

1. Agent Authorization Form
2. Draft Performance Bond (final to be approved by the City Attorney)
3. Exhibit "A" to the Bond detailing the scope of work for the amenities package
4. Architectural Renderings for Amenities Package (8 color copies of Exhibits "A-1" through "A-4")
5. Deed conveying property to the City of Fernandina Beach to be held in trust
6. City Commission Minutes from February 3, 1981
7. City Commission Minutes from March 3, 1981
8. City Commission Minutes from March 17, 1981
9. City Commission Minutes from April 21, 1981

Also enclosed for your information is the chain of title transferring the property from Atlantic Land & Development Corporation to Sea Island Investors, LLC.

Please do not hesitate to contact me if you have any questions about the information submitted or need any further information for this agenda item.

Sincerely,

A. Jeffrey Tomassetti

AJT/gc
Enclosures
cc: Islands Club Amelia, LLC
Sea Island Investors, LLC

AJT

A. JEFFREY TOMASSETTI

Attorney at Law

June 29, 2005

A. Jeffrey Tomassetti, Esq.
Valerie C. Faltemier, Esq.

Robert Mearns, City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

HAND DELIVERED

RE: Islands Club Planned Unit Development
Amenities Package

Dear Mr. Mearns:

I represent Islands Club Amelia, LLC and will appear on their behalf under that certain Agent Authorization from Sea Island Investors, LLC., the current owner of property in Islands Club Planned Unit Development (PUD).

On April 30, 1981, Atlantic Land & Development Corporation, the original developer of Islands Club, deeded Lots 38-45 and Tracts A, B, and C to the City of Fernandina Beach to be held in trust until the amenities for the PUD were built. Language on the deed states the property is to be returned, "upon completion of the amenities package in the The Islands Club Subdivision and acceptance by the City of Fernandina Beach."

Islands Club Amelia, LLC is under contract to purchase Lots 38-45, and Tracts A, B, and C from Sea Island Investors, LLC. The closing is scheduled for August 11, 2005. Mr. Proctor, Manager of Islands Club Amelia, LLC, requests a deed from the City for the properties held in trust upon the posting of a bond in the amount of four hundred sixty eight thousand ($468,000.00) so that the amenities may be built. Mr. Proctor requests to be on the July 5, 2005 agenda in order to meet the closing deadline on the property.

Islands Club Amelia, LLC will record Covenants & Restrictions on the lots it is purchasing in the Islands Club Subdivision. These covenants will provide for the formation of a Homeowners Association that will be responsible for the maintenance of the pool, clubhouse, restrooms, and other common property. All owners of existing homes in the Islands Club subdivision will also be allowed to join the association and use the common facilities, but they will not be required to do so.

If you have any further questions, please call me.

Sincerely,

A. Jeffrey Tomassetti

AJT/gc
cc: Debra A. Braga, City Attorney
Islands Club Amelia, LLC

Received
JUN 2005
City Manager's Office

406 Ash Street • Post Office Box 1443 • Fernandina Beach, Florida 32035-1443
Telephone: (904) 261-1833 • Fax: (904) 261-8023

OWNER'S AUTHORIZATION FOR AGENT FORM
CITY OF FERNANDINA BEACH

EACH AND EVERY OWNER SHOWN ON THE PROOF OF OWNERSHIP MUST SIGN AN AUTHORIZATION FORM

I/WE Sea Island Investors, LLC hereby authorize:
(print name of property owner)
Islands Club Amelia, LLC to represent me/us in all matters before the City of
(print name of agent)
Fernandina Beach on our behalf. In authorizing the agent to represent me/us, I/we as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

Michael A. Buckley
Its: Manager
(Signature of owner)

(Signature of owner)

MICHAEL A. BUCKLEY
(Print name of owner)

(Print name of owner)

State of Ohio

County of Fairfield

Sworn and subscribed before me on this 21st day of June, 2005, by
Michael A. Buckley
(name of person making statement)

Individual making statement is ✓ personally known or _____ produced identification.
Type of identification produced _____.

April Perkins
Signature of Notary Public
State of Ohio

NOTARY PUBLIC STATE OF OHIO

APRIL PERKINS
Notary Public, State of Ohio
My Commission Expires

Print, type or stamp commissioned name of Notary Public

My Commission expires: July 25, 2006

Return to: (enclose self-addressed stamped envelope)
Name: Olde Towne Title Company

Address: 21 North 3rd Street
Fernandina Beach, Florida 32034

This Instrument Prepared by:

Address: Olde Towne Title Company
21 North 3rd Street
Fernandina Beach, Florida 32034

Property Appraiser Parcel Identification (Folio) Number(s):
00-00-31-142A-0038-0000 &

Grantee(s) S.S. #(s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA

INSTR # 200528440
OR BK 01339 PGS 1466-1467
RECORDED 08/03/2005 03:27:02 PM
JOHN A. CRAWFORD
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
DOC TAX PD(F.S.201.02) 0.70
RECORDING FEES 18.50

SPACE ABOVE THIS LINE FOR RECORDING DATA

RECEIVED

DEC 06 2006

PLANNING & ZONING
FERNANDINA BEACH, FLORIDA

Warranty Deed
(CORPORATION)

(Statutory - Sec. 689.02 F.S.)

1850
870
1420

STATE OF FLORIDA
COUNTY OF Nassau

KNOW ALL MEN BY THESE PRESENTS: That the City of Fernandina Beach a Municipal corporation FLORIDA BODY POLITICAL

Grantor*,

whose post office address is: P. O. Box 708, Fernandina Beach, Florida 32034

for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, has bargained, sold, conveyed and granted unto Islands Club Amelia, LLC a Florida Limited Liability Company

Grantee*,

whose post office address is: 829 Mary Street, Fernandina Beach, Florida 32034

UTTC

grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of Nassau, State of Florida, to-wit:

All of that certain piece, parcel or tract of land lying and being in the County of Nassau and the State of Florida known and described as follows:

LOTS 38, 39, 40, 41, 42, 43, 44, 45 AND TRACTS A, B AND C OF THE ISLANDS CLUB SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 106 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

TOGETHER WITH ANY RIGHT, TITLE OR INTEREST TO SEA ISLAND DRIVE AND SEA ISLAND TRACE, AS SHOWN ON THE PLAT OF THE ISLANDS CLUB SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 106 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

and said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever. *Wherever used herein, the term "grantor/grantee" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto the use of singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on August 03, 2005

Attest: Cassandra P. Mitchell
Cassandra P. Mitchell Secretary
City Clerk

Signed, sealed and delivered in the presence of:

By: Ken Walker
Ken Walker, Mayor President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 3rd day of August 2005 by

who is personally known to me or who has produced drivers licenses

as identification.

Debra A. Brega
Notary Public

My Commission expires:

(Seal)

Debra A. Brega
My Commission DD100027
Expires November 12, 2008

Approved as to form and legality
for use and reliance by the City
of Fernandina Beach, Florida.

Debra A. Brega
City Attorney

FORM 1102 Florida WARRANTY DEED—(Statutory Form.)

TUTBLANX REGISTERED U.S. PAT. OFFICE
Tuttle Law Print, Publishers, Rutland, Vt.

OFFICIAL RECORDS

BOOK 341 PAGE 386

JUL 23 1981

This Indenture,

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one

Made this 30th *day of* April *A. D. 1981,*

Between, ATLANTIC LAND & DEVELOPMENT CORP., a corporation organized and existing under the laws of the State of Georgia, and having its principal place of business in St. Simons Island, Glynn County, Georgia, and BONDED INVESTMENT & REALTY COMPANY, a corporation organized and existing under the laws of the State of Florida, and having its principal place of business in Tampa, *of the County of* Hillsborough *in the State of* Florida, *party of the first part, and* CITY OF FERNANDINA BEACH, a municipal corporation having its principal place of business in the City of Fernandina Beach, Nassau County Florida, and whose address is P.O. Box 668, Fernandina Beach

of the County of Nassau *in the State of* Florida *party of the second part,*

Witnesseth, *that the said party of the first part, for and in consideration of the sum of* ONE DOLLAR ($1.00) ~~Dollars,~~ *to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of* Nassau *, State of Florida, to wit:*

Lots Thirty-eight (38), Thirty-nine (39), Forty (40), Forty-one (41), Forty-two (42), Forty-three (43), Forty-four (44) and Forty-five (45), and also Tract "A", Tract "B" and Tract "C", all of THE ISLANDS CLUB SUBDIVISION, according to plat recorded in Plat Book 4, Page 106, public records of Nassau County, Florida.

This deed will be returned to the Grantors herein upon completion of the amenities package in The Islands Club Subdivision and acceptance of by the City of Fernandina Beach.

HERBERT WM. FISHER
13½ N. 4TH STREET
FERNANDINA BEACH, FLORIDA 32034

NASSAU COUNTY
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
JUL 23 '81
$00.45

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, *the said party of the first part has hereunto set his hand and seal the day and year first above written.*

Signed, Sealed and Delivered in Our Presence:

Dorothy B. Jones
Deborah R. Cason

ATLANTIC LAND & DEVELOPMENT CORP.

BY: Joseph H. McDonough (L.S.)
President

BONDED INVESTMENT & REALTY COMPANY

BY: James N. Lynch (L.S.)
President

State of Florida OFFICIAL RECORDS

County of NASSAU.

I Hereby Certify *That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,* Joseph N. McDonough, as President of Atlantic Land & Development Corp., and Julian H. Lifsey, Jr., as President of Bonded Investment & Realty Company,

to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they *acknowledged before me that* they *executed the same freely and voluntarily for the purposes therein expressed.*

Witness *my hand and official seal at* the City of Fernandina Beach, *County of* Nassau, *and State of Florida, this* [illegible] *day of* April, *A. D.* 1981.

~~My Commission Expires~~

Deborah K. Stone
Notary Public, State of Florida at Large;
My Commission Expires: April 10, 1984.

85335

FILED AND RECORDED IN OFFICE

1981 JUL 23 AM 8:24

NASSAU COUNTY, FLA.
CLERK CIRCUIT COURT
T.J. GREESON—CLERK

Abstract

TO

Date

ABSTRACT OF DESCRIPTION

HERBERT WILLIAM FISHLER
ATTORNEY AT LAW
FERNANDINA BEACH, FLORIDA 32034

November

DATE STAMP: RECEIVED OCT 03 2005 PLANNING & ZONING FERNANDINA BEACH, FL

APPLICATION NUMBER: SPR 2005 124

APPLICATION FEE: $2000.00 Still due 10/5 JD

RECEIVED BY: K.S.

CK # 7020 $2,000
CK # 1303 $470.00

APPLICATION FOR TECHNICAL REVIEW
TECHNICAL REVIEW COMMITTEE
CITY OF FERNANDINA BEACH, FLORIDA

1. **APPLICANT'S INFORMATION:**

Applicant(s): _____ Telephone: _____
Address: _____ Fax: _____
Address 2: _____ E-mail: _____

2. **OWNER'S INFORMATION:**

Owner(s): Islands Club Amelia, LLC Telephone: 904.261-8862
Address: Nautical View, LLC Fax: 904.261.8862
Address 2: 829 Mary Street, FB, FL 32034 E-mail: proctorjohn@bellsouth.net

3. **APPLICANT'S DESIGN PROFESSIONAL:**

Name: Daniel F. McCranie - McCranie & Assoc. Telephone: 904.225.8885
Address: 86002 Christian Way, Yulee, FL 32097 Fax: 904.225.8815
E-mail: dan@mccranie-engineers.com

4. **APPLICANT'S DEVELOPER:**

Name: — Telephone: —
Address: — Fax: —

5. **PROPERTY INFORMATION:**

Project/Development Name: The Islands Club
Street Address/Location: Sea Island Drive

Lot Number: Attached Block Number: _____ Subdivision _____
Section: 12 Township: 3N Range: 29E
Nearest Street Intersection: Tarpon Ave. & Second Street
Parcel Identification Number(s): See attached sheet

6. **AREA INFORMATION:**

Under an acre: Sq. Footage: Ø Over an acre: Acres: Ø Number of Lots/Parcels: 27
Existing Zoning Classification: PUD
Existing Future Land Use Classification: High Density Residential
Existing Land Use: vacant
Number of Parking Spaces: Existing: Ø Proposed: Ø
Number of Structures: Existing: Ø Proposed: Ø
Building Height: Ø
Feet Building Square Footage: Ø

7. **DESCRIPTION OF THE PROPOSED USE:**
27 lot residential subdivision

The undersigned having been duly sworn on oath states the above information is true and correct as (s) he is informed and believes.

Signature of Owner(s) or Agent **Print name of Owner(s) or Agent**

Daniel I McCranie, PE
McCranie & Associates, Inc.

STATE OF FLORIDA }
COUNTY OF NASSAU } SS:

Subscribed and sworn to before me this 26th day of September, 2005.

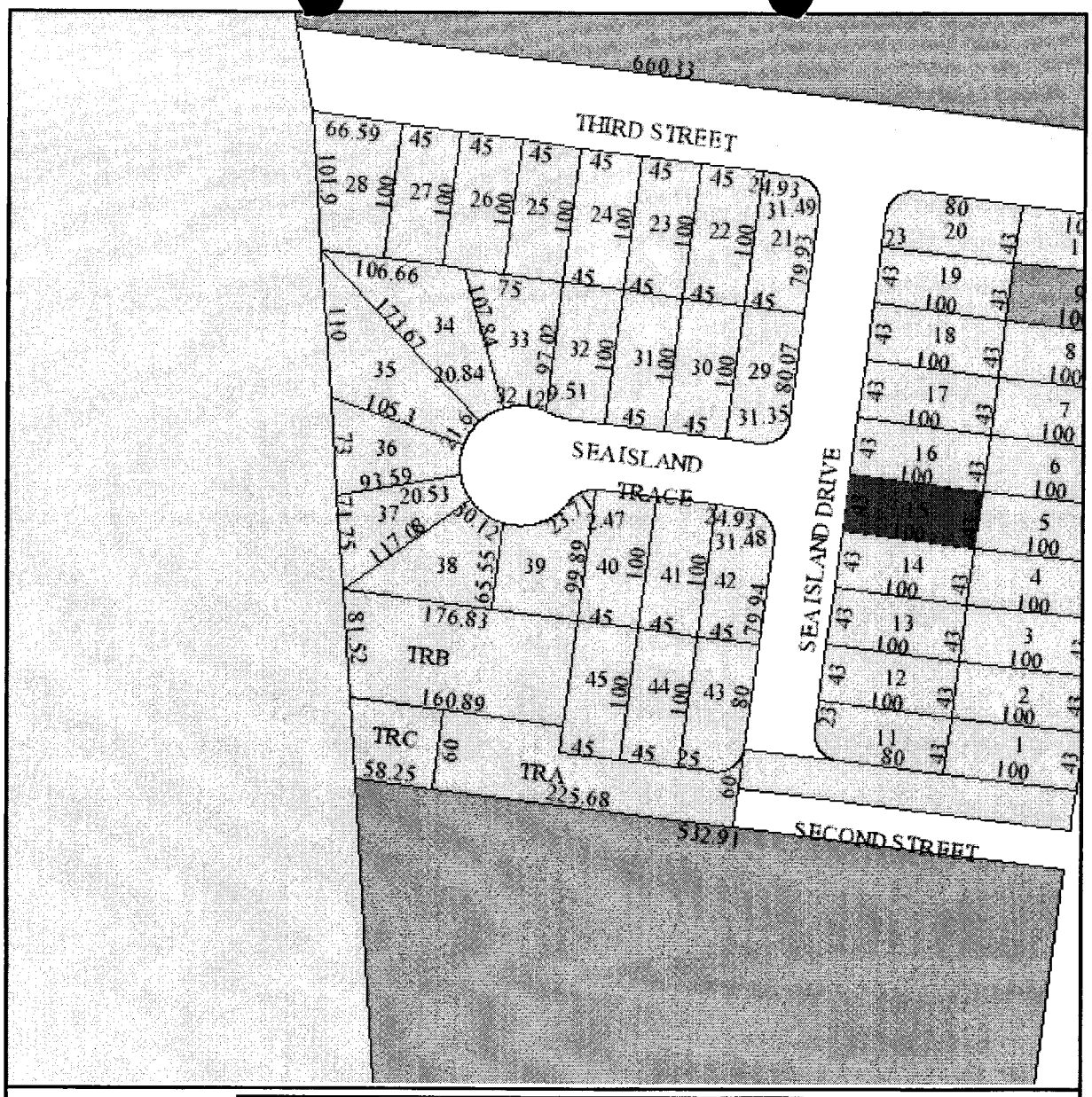
Melissa L. Sutton

Notary Public: Signature Printed Name

MELISSA L. SUTTON
MY COMMISSION # DD 294233
EXPIRES: June 25, 2008
Bonded Thru Notary Public Underwriters

My Commission Expires:

Individual making statement is ✓ personally known or _____ produced identification.
Type of identification produced:



0 0.02 0.04 0.06 0.08 mi

The Nassau County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, it's use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. Printed Wednesday Jun 1 2005 at 10:07:24.

Parcel	00-00-31-142A-0015-0000	Land Value	1,500
Property Use	VACANT	Agricultural Value	0
Acres	0.10	Buildng Value	0
Land Use	SFR RESORT	Misc Value	0
Owner Name	SEA ISLAND INVESTORS LLC	Just Value	1,500
Mailing Address	315 BRYN DU DR GRANVILLE, OH 430231512	Assessed Value	1,500
		Exempt	0
		Taxable Value	1,500
Situs Address	SEA ISLAND DR	Homesteaded	N

- [x] Roads
- [x] Dimensions
- [x] Yearly Sales
- [ ] Blocks
- [x] Lot Lines

Sale Date	Sale Price	Vacant	Qual
07-1998	115,500	Y	U
07-1998	115,500	Y	U

RECEIVED 6/21/05

City of Fernandina Beach

UTILITIES DEPARTMENT

June 14, 2005

Ms. Melissa Sutton
McCranie & Associates, Inc.
86002 Christian Way Ste 101
Yulee, FL 32097

Subject: Water & Wastewater Availability for Islands Club off Tarpon Ave.

Dear Ms. Sutton,

The City of Fernandina Beach Water Division has sufficient capacity to serve the above-mentioned location provided all applicable permit fees, zoning fees, impact fees or any other requirements of the City are met.

The City of Fernandina Beach Wastewater Division has sufficient capacity to serve the above-mentioned location provided all applicable permit fees, zoning fees, impact fees or any other requirements of the City are met.

Off-site impact estimate at $26,000 to increase pump capacity and electrical at lift station #9 to handle increase flow and $30,000 at Lift Station #17 to upgrade pumps and electrical. In addition gravity sewer would have to be extended from Seascape Development to your project area. The invert at Kingfisher Way 70 feet north of center line of 4th Street is 15.56. The invert at White Ibis Way 70 feet north of center line of 4th Street is 9.32. Rough costs for gravity sewer is $29.00/ft and each manhole is $2,500. A developer's agreement will need to be signed which would include the actual costs for the off site impact which are currently estimated at $56,000.00.

If you have any questions, please contact the undersigned at 277-7380 extension 224.

Sincerely,

John Mandrick, P.E.
Utilities Director
CITY OF FERNANDINA BEACH
/gp

cc: Juan Brown, Water Division Superintendent
Walter Gray, Wastewater Superintendent

1180 South 5th Street • Fernandina Beach, FL 32034 • [904] 277-7380
Suncom [904] 848-7380• Fax [904] 277-7382 • TTY [904] 277-7399 • email address: gphillips@fbfl.org • Equal Opportunity Employer

McCranie & Associates, Inc.
Land Development • Roadway Design • Permitting

TRANSMITTAL

DATE: September 14, 2005

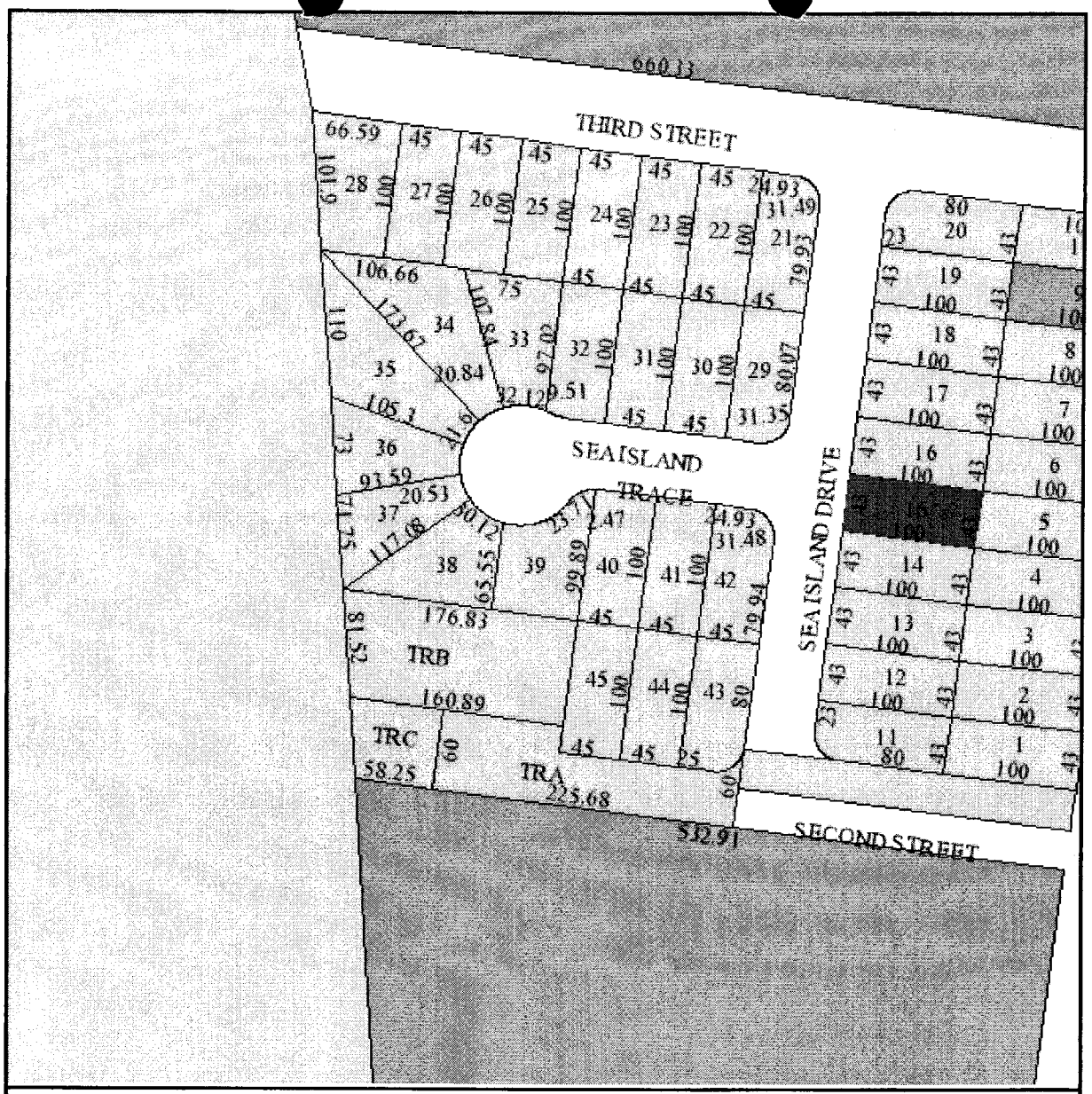
TO: City of Fernandina Beach

FROM: Daniel I. McCranie, P.E.

SUBJECT: Islands Club Property ID Numbers M&A Project

00-00-31-142A-0011-0000
00-00-31-142A-0012-0000
00-00-31-142A-0013-0000
00-00-31-142A-0014-0000
00-00-31-142A-0015-0000
00-00-31-142A-0016-0000
00-00-31-142A-0017-0000
00-00-31-142A-0018-0000
00-00-31-142A-0019-0000
00-00-31-142A-0020-0000
00-00-31-142A-0021-0000
00-00-31-142A-0022-0000
00-00-31-142A-0023-0000
00-00-31-142A-0024-0000
00-00-31-142A-0025-0000
00-00-31-142A-0026-0000
00-00-31-142A-0027-0000
00-00-31-142A-0028-0000
00-00-31-142A-0029-0000
00-00-31-142A-0030-0000
00-00-31-142A-0031-0000
00-00-31-142A-0032-0000
00-00-31-142A-0033-0000
00-00-31-142A-0034-0000
00-00-31-142A-0035-0000
00-00-31-142A-0036-0000
00-00-31-142A-0037-0000
00-00-31-142A-0038-0000
00-00-31-142A-0039-0000
00-00-31-142A-0040-0000
00-00-31-142A-0041-0000
00-00-31-142A-0042-0000
00-00-31-142A-0043-0000
00-00-31-142A-0044-0000
00-00-31-142A-0045-0000
00-00-31-142A-000A-0000
00-00-31-142A-000B-0000
00-00-31-142A-000C-0000

86002 CHRISTIAN WAY • SUITE 101 • YULEE, FLORIDA 32097 PHONE: 904.225.8885 FAX : 904.225.8815



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		Exempt	0
		Taxable Value	1,500
Situs Address	SEA ISLAND DR	Homesteaded	N

☑ Roads
☑ Dimensions
☑ Yearly Sales
☐ Blocks
☑ Lot Lines

Sale Date	Sale Price	Vacant	Qual
07-1998	115,500	Y	U
07-1998	115,500	Y	U

OWNER'S AUTHORIZATION FOR AGENT
COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF FERNANDINA BEACH

EACH AND EVERY OWNER SHOWN ON THE PROOF OF OWNERSHIP MUST SIGN AN AUTHORIZATION FORM

I/We NAUTICAL VIEW, LLC
(Print name of property owner)
Herby authorize: DANIEL I. McCRANIE, P.E.
(Print name of agent)
to represent me/us in processing an application for SITE PLAN REVIEW
(Type of application)
on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

(Signature of owner)	John R Proctor (Signature of owner) John R Proctor Nautical View, LLC Its Manager
(Print name of owner)	(Print name of owner)

STATE OF FLORIDA
COUNTY OF NASSAU
Sworn and subscribed before me this 14 day of Sept., 2005.

Lanita Gail Cope
My Commission DD094890
Expires April 26, 2006

Lanita Gail Cope
Signature of Notary

Print, Type, or Stamp Commissioned

Personally Known ✓ Or Produced Identification

Type of Identification Produced

OWNER'S AUTHORIZATION FOR AGENT
COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF FERNANDINA BEACH

EACH AND EVERY OWNER SHOWN ON THE PROOF OF OWNERSHIP MUST SIGN AN AUTHORIZATION FORM

I/We ISLANDS CLUB AMELIA, LLC
(Print name of property owner)

Herby authorize: DANIEL I McCRANIE, P.E.
(Print name of agent)

to represent me/us in processing an application for SITE PLAN Review
(Type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

	John R Proctor
(Signature of owner)	(Signature of owner)
	John R Proctor ISLANDS CLUB Amelia, LLC Its MANAGER
(Print name of owner)	(Print name of owner)

STATE OF FLORIDA
COUNTY OF NASSAU
Sworn and subscribed before me this 14 day of Sept., 20 05.

NOTARY PUBLIC STATE OF FLORIDA
Lanita Gail Cope
My Commission DD094890
Expires April 26, 2006

Lanita Gail Cope	
Signature of Notary	Print, Type, or Stamp Commissioned

Personally Known ✓ Or Produced Identification _____

Type of Identification Produced _____

Return to: (enclose self-addressed stamped envelope)
Name: Olde Towne Title Company

Address: 21 North 3rd Street
Fernandina Beach, Florida 32034

This Instrument Prepared by:

Address: Olde Towne Title Company
21 North 3rd Street
Fernandina Beach, Florida 32034

Property Appraisers Parcel Identification (Folio) Number(s):
00-00-31-142A-0038-0000 &

Grantee(s) S.S. #(s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

Warranty Deed
(CORPORATION)

STATE OF FLORIDA (Statutory - Sec. 689.02 F.S.)
COUNTY OF Nassau

KNOW ALL MEN BY THESE PRESENTS: That the **City of Fernandina Beach a Municipal corporation, a FLORIDA BODY POLITICAL**

Grantor*,

whose post office address is: **P. O. Box 708, Fernandina Beach, Florida 32034**

for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, has bargained, sold, conveyed and granted unto **Islands Club Amelia, LLC a Florida Limited Liability Company**

Grantee*,

whose post office address is: **829 Mary Street, Fernandina Beach, Florida 32034**

grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of **Nassau**, State of Florida, to-wit:

All of that certain piece, parcel or tract of land lying and being in the County of Nassau and the State of Florida known and described as follows:

LOTS 38, 39, 40, 41, 42, 43, 44, 45 AND TRACTS A, B AND C OF THE ISLANDS CLUB SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 106 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

TOGETHER WITH ANY RIGHT, TITLE OR INTEREST TO SEA ISLAND DRIVE AND SEA ISLAND TRACE, AS SHOWN ON THE PLAT OF THE ISLANDS CLUB SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 106 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

and said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever. **Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders.*

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on **August 03, 2005**

Attest: Cassandra P Mitchell
Cassandra P. Mitchell Secretary
City Clerk

Signed, sealed and delivered in the presence of:

By: Ken Walker
President
Ken Walker, Mayor

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF **Nassau**

The foregoing instrument was acknowledged before me this **3rd** day of **August 2005** by

who is personally known to me or who has produced **drivers licenses**

as identification.

Debra A. Braga
Notary Public

My Commission expires:

(Seal)

Debra A. Braga
My Commission DD160277
Expires November 12, 2006

Approved as to form and legality
for use and reliance by the City
of Fernandina Beach, Florida

Debra A. Braga
City Attorney

WARRANTY DEED
Parcel ID #: 00-00-31-142A-011-0000, etc.

THIS INDENTURE, made this 1 day of August, 2005, between **Sea Island Investors, LLC, a Kentucky limited liability company**, 315 Bryn Du Drive ., Granville, Ohio 43023, party of the first part, and **Nautical View, LLC, a Florida limited liability company**, 829 Mary Street, Fernandina Beach, Florida 32034, party of the second part,

W I T N E S S E T H: That the said party of the first part, for and in consideration of the sum of TEN AND NO/100 Dollars ($10.00) and other valuable considerations, in hand paid by the said party of the second part, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, lying, and being in the County of Nassau, State of Florida, to-wit:

All of that certain piece, parcel, or tract of land lying and being in the County of Nassau and the State of Florida known and described as follows:

LOTS 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 25, 26, 29, 30, 31, 32, 33, 34, 35, 36, AND 37 OF THE ISLANDS CLUB SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 106 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA

Subject to easements and restrictions of record and taxes levied subsequent to December 31, 2004.

And the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, this instrument has been executed by the party of the first part the day and year first above written.

Signed, Sealed, and Delivered
in the Presence of:

Jan Lanning

Michele R. Souder

SEA ISLAND INVESTORS, LLC,
a Kentucky limited liability company,
licensed to do business in the State of Florida

By:
Michael Buckley, Managing Member

By:
Michael Strall, Managing Member

STATE OF OHIO
COUNTY OF LICKING

The foregoing instrument was acknowledged before me this 1st day of August, 2005, by Michael Buckley and Michael Strall, managing members of Sea Island Investors, LLC, a Kentucky limited liability company, licensed to do business in Florida, on behalf of the corporation, and who did/did not take an oath.

Joyce C. Alley
NOTARY PUBLIC

(SEAL)

JOYCE C. ALLEY
Notary Public, State of Ohio
My Commission Expires 3/21/2010

[X] Personally known
[ ] Identification produced

QUIT-CLAIM DEED
Parcel ID # 00-00-31-142A-0038-0000, etc.

Made this 1 day of August, 2005, between **Sea Island Investors, LLC, a Kentucky limited liability company**, whose address is 315 Bryn Du Drive ., Granville, Ohio 43023, party of the first part, and **Islands Club Amelia, LLC, a Florida limited liability company**, whose address is 829 Mary Street, Fernandina Beach, Florida 32034, party of the second part.

WITNESSETH: that the said party of the first part, for and in consideration of the sum of $10.00 and other valuable consideration, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release, and quit-claim, unto said party of the second part and its successors and assigns forever, the following described land, situate, lying, and being in the County of Nassau, State of Florida, to-wit:

All of that certain piece, parcel, or tract of land lying and being in the City of Fernandina, in the County of Nassau and in the State of Florida, and described as follows:

Lots **38, 39, 40, 41, 42, 43, 44, and 45, Together with Tracts "A", "B", and "C"** and

Together with any right title or interest to Sea Island Drive and Sea Island Trace,

Together with all of the grantors rights and agreements regarding **ISLANDS CLUB SUBDIVISION,**

Together with all of the grantors interest in and to that certain right of way as Closed and Vacated by Ordinance dated April 21, 1981, known as Ordinance Number 606, in the City of Fernandina Beach, as the same concerns the: **North One-Half (½) of SECOND STREET, lying Westerly of the Westerly right of way line of Tarpon Avenue, as now established,**

all as shown on the Plat of **ISLANDS CLUB SUBDIVISION**, according to the Plat thereof recorded in **Plat Book 4, page 106**, of the public records of Nassau County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said party of the first part, either in law or in equity, to the proper use, benefit, and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part have hereunto set its hand and seal the day and year first above written.

Signed and Sealed
in our Presence:

Jan Lanning

Michele R. Souder
(Print or type name of witnesses)

SEA ISLAND INVESTORS, LLC,
a Kentucky limited liability company,
licensed to do business in the State of Florida

Michael Buckley, Managing Member

Michael Strall, Managing Member

STATE OF OHIO
COUNTY OF LICKING

The foregoing instrument was acknowledged before me this 1st day of August, 2005, by Michael Buckley and Michael Strall, Managing Members of Sea Island Investors, LLC, a Kentucky limited liability company, and who did/did not take an oath.

NOTARY PUBLIC

[X] Personally known
[ ] Identification produced

NOTARIAL SEAL STATE OF OHIO

JOYCE C. ALLEY
Notary Public, State of Ohio
My Commission Expires 3/21/2010

Catherine

City of Fernandina Beach

OFFICE OF THE CITY ATTORNEY

RECEIVED

APR 04 2006

PLANNING & ZONING
FERNANDINA BEACH, FLORIDA

MEMORANDUM

To: Jeff Salter, Community Development Director
Catherine Hartley, Interim Planning Supervisor

From: Debra A. Braga, City Attorney

Date: April 4, 2006

Re: Sea Island's Club

As a follow up to our meeting last week with Mr. Tomassetti and Mr. Proctor regarding Sea Island Club, I am in agreement that based on the historic information in the file, the PUD has expired, and that the developer can proceed under the underlying zoning of R-3.

The original documentation and "PUD" were from the early 1980's; on October 8, 1996, Mary McKinney essentially concluded that the PUD had expired.

Last year, the City did agree in Resolution 2005-123, to accept a bond for the amenities, and return portions of the property that the City had taken title to as security for the amenities. Any development on the property must include the amenities as specified in Resolution 2005-123.

Please let me know if you need any additional information.

cc: Jeff Tomassetti, Esquire

204 Ash Street • Fernandina Beach, FL 32034 • (904) 491-2044 • Fax (904) 491-2046 • TDD (904) 277-7399

City of Fernandina Beach

DEVELOPMENT SERVICES DEPARTMENT

MEMORANDUM

TO: **FRED HAYS, CITY MANAGER**

FROM: **DOUG JONES, DEVELOPMENT SERVICES DIRECTOR**

DATE: **AUGUST 20, 1999**

RE: **ISLANDS CLUB SUBDIVISION**

Per Commissioner Rogers' request, staff has reviewed the amenities for the Islands Club Development (PUD) on North Tarpon Avenue.

Under the current PUD agreement, the developer deeded Lots 38 – 45 and tracts A,B,C to the City to hold until the amenity package is completed. You will find a copy of the deed attached.

Development Services has spoken with the developer, Joe Winston, and he stated that activity is anticipated in the near future.

We will update you on any information this office receives on this matter. Should you have any questions, please do not hesitate to ask.

Attachment

204 Ash Street • Box 668 • Fernandina Beach, FL 32035 • (904) 277-7325 • Suncom (904) 848-7325 • Fax (904) 277-7324

EXHIBIT A

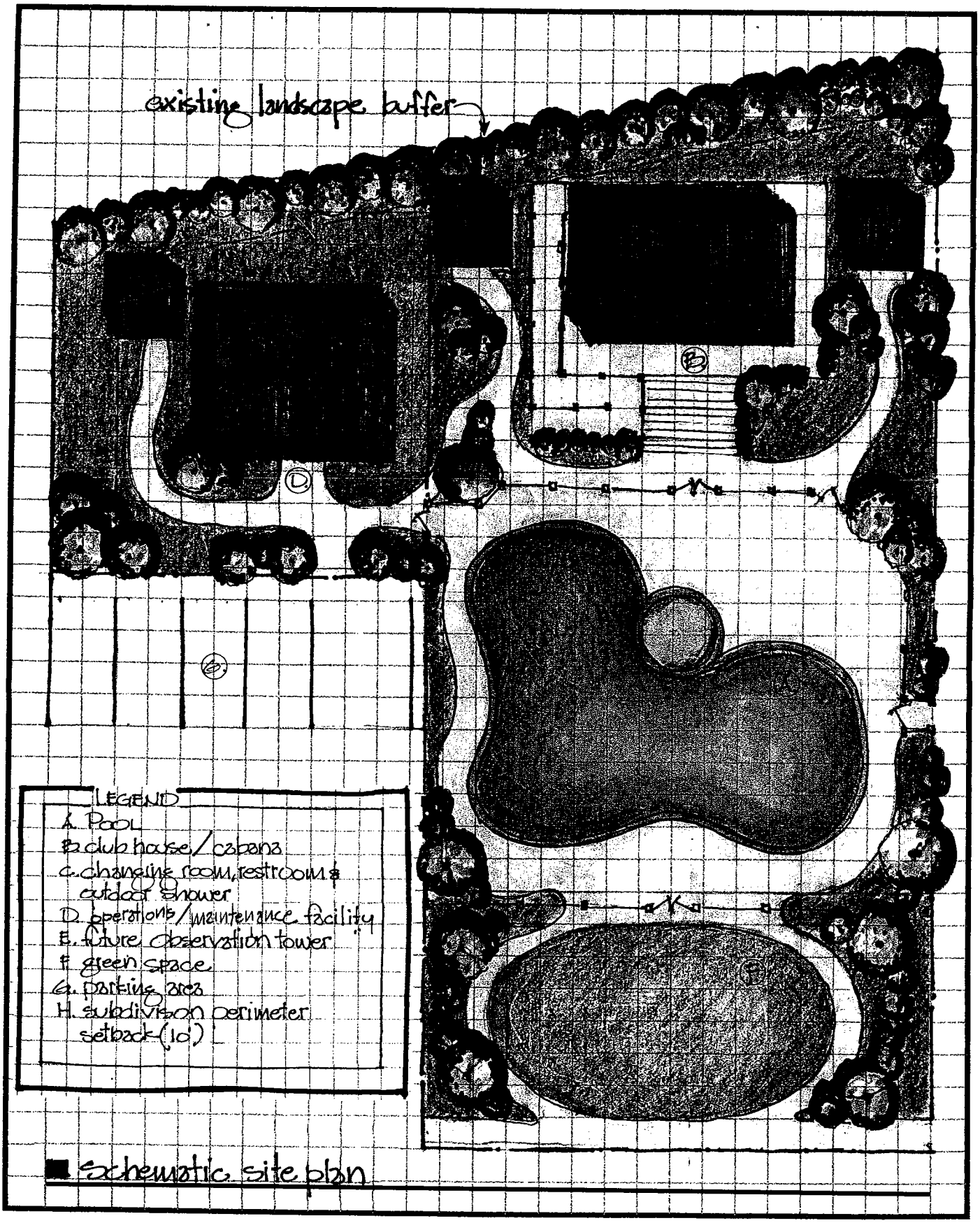
Amenities Package at Islands Club Subdivision, Fernandina Beach, Nassau County, Florida

Islands Club Amelia, LLC, will construct the following items which shall constitute the amenities package at Islands Club Subdivision:

Item #	Site Plan Designator	Name	Description	Location	Estimated Cost
1	A	POOL	Minimum size 1200 square feet, including fencing that meets or exceeds minimum fence requirements for pool safety.	Tract B	$165,000.00
2	B	CLUBHOUSE / CABANA	Minimum size 600 square feet, Open cabana style construction.	Tract B	62,000.00
3	C	RESTROOMS	Including toilets, changing areas, and outdoor showers. May be constructed as either one or two structures.	Tract B	57,500.00
4	D	OPERATIONS / MAINTENANCE FACILITY	Approximate size: 500 -1500 square feet conditioned space and 200 - 500 square feet of covered porches.	Tract C	127,500.00
5	G, F	PARKING/ GREEN SPACE/ LANDSCAPING	Green Space and landscaping generally as shown on the artist rendering of the site plan Four (4) Standard Parking Spaces, and One (1) Handicapped Parking Space in accordance with applicable codes.	Tracts A, B, and C	56,000.00
TOTAL ESTIMATED COST COVERED BY THE PERFORMANCE BOND:					$468,000.00

Exhibit A-1 provides a site plan indicating the relative sizes and locations of the planned improvements.
Exhibit A-2 illustrates front and side elevation views of the planned clubhouse/cabana.
Exhibit A-3 shows a perspective view of the planned clubhouse/cabana.
Exhibit A-4 illustrates the front elevation view of the planned operations/maintenance facility.

The exhibits are artist renderings and are intended to illustrate the overall size, scale, style and layout of the planned improvements. Some details may vary in the final construction.



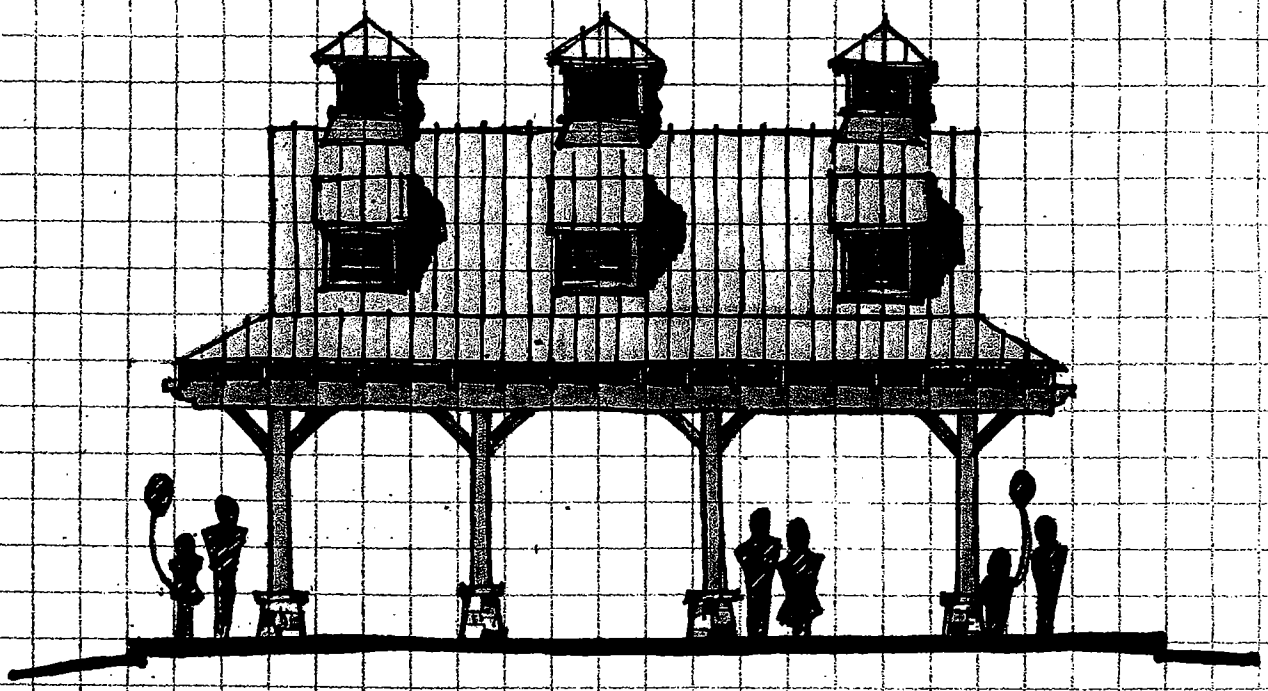
schematic site plan

EXHIBIT

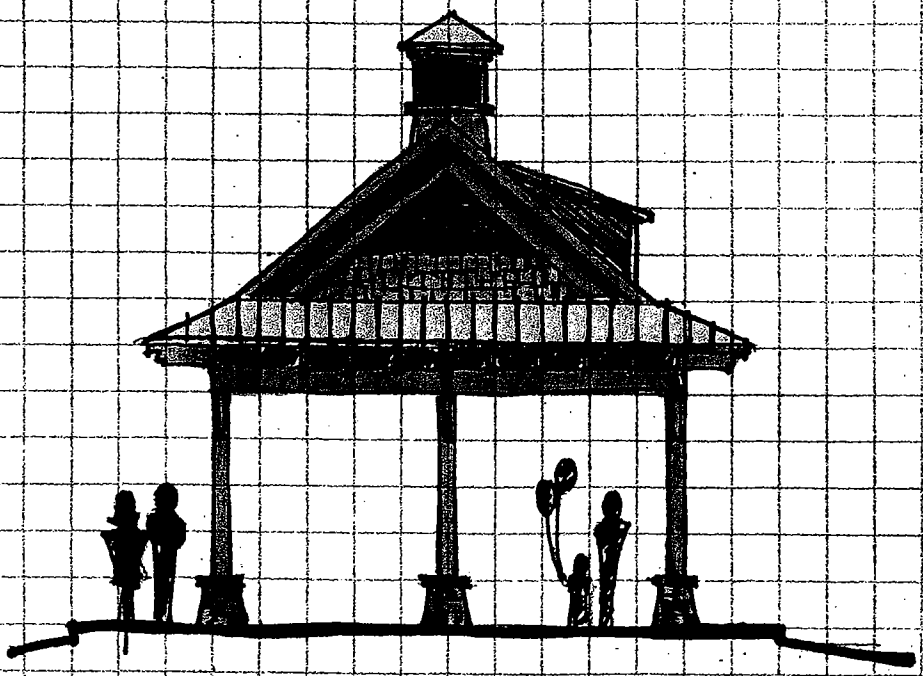
"A-1"

Blumberg No. 6119

The Islands Club



schematic club house / cabana front elevation



schematic club house / cabana side elevation

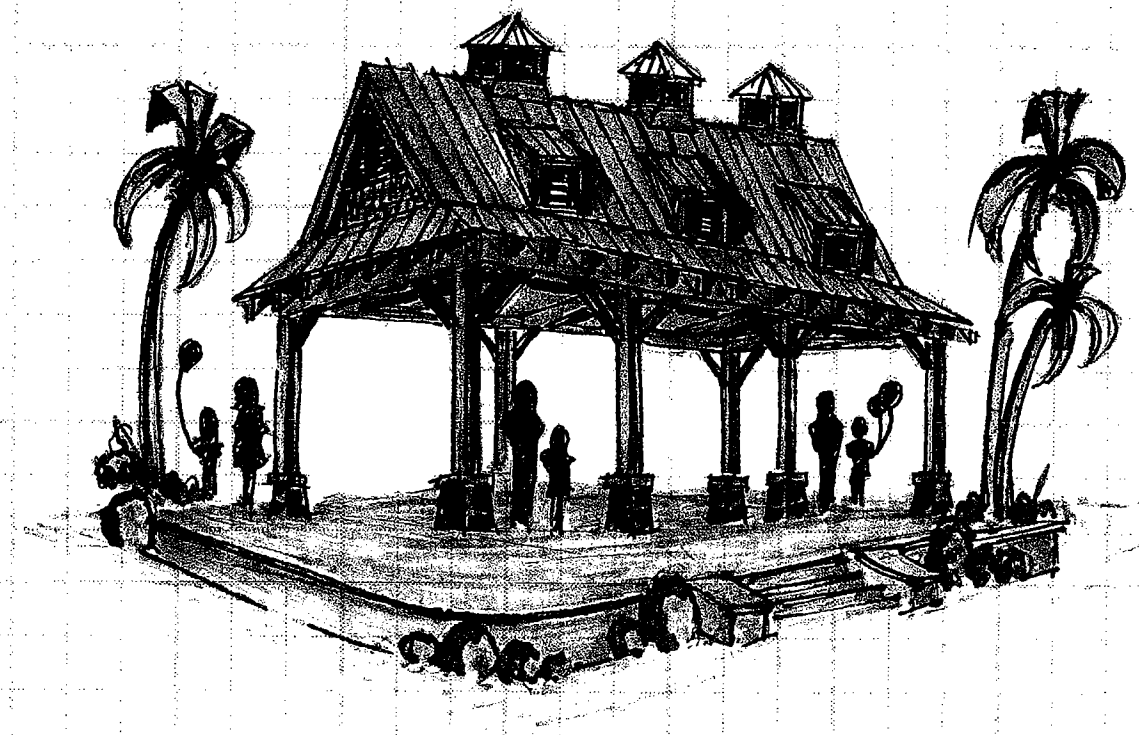
EXHIBIT

"A-2"

Blumberg No. 5119

The

Islands Club



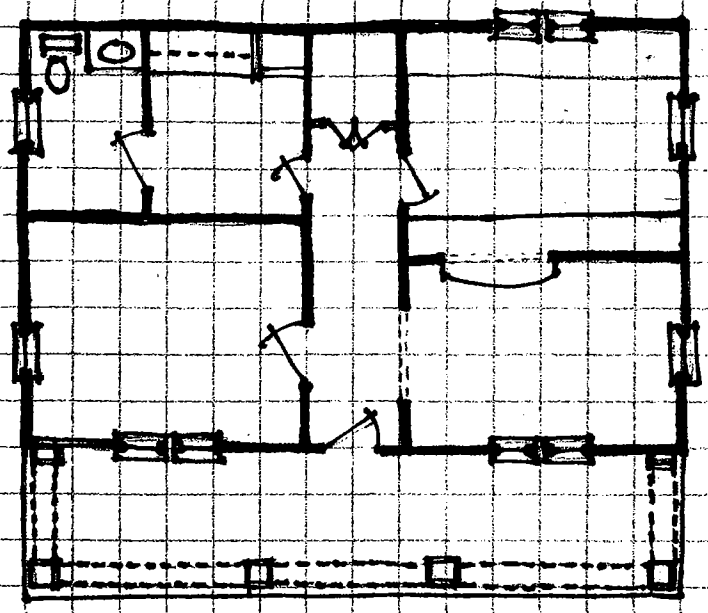
Club house / cabana perspective

EXHIBIT

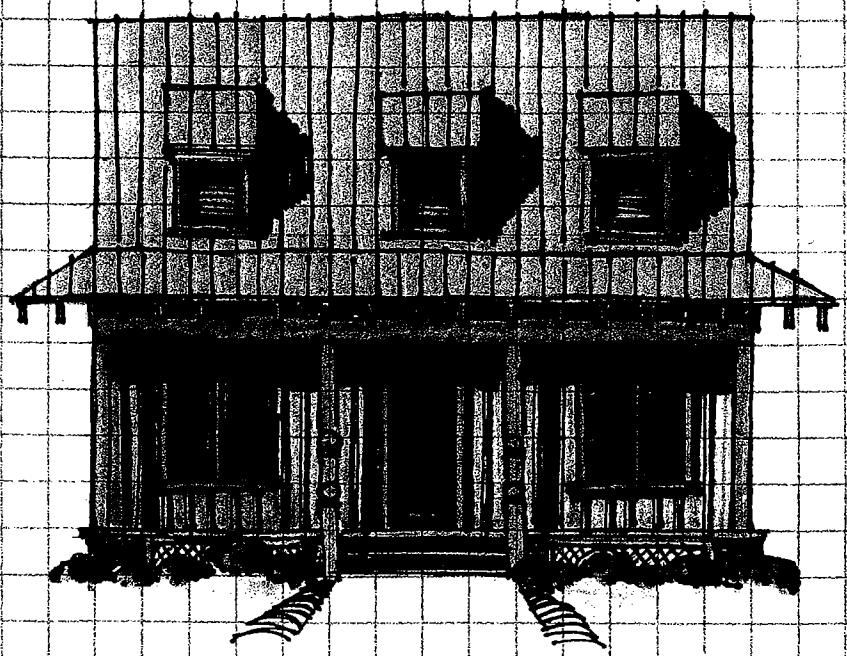
"A-3"

Blumberg No. 6119

The Islands Club



schematic operations/maintenance facility plan



schematic operations/maintenance facility elevation

EXHIBIT

"A-4"

Blumberg No. 6119

The Islands Club

AJT

A. JEFFREY TOMASSETTI, PLC

Attorney at Law

A. Jeffrey Tomassetti, Esq.

May 30, 2007

MAY 30 2007

Kevin Sullivan
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

RE: Islands Club Amelia TRC Application SPR 2005-124
Summary of May 24, 2007 TRC Meeting

Dear Mr. Sullivan:

I represent Island Club Amelia, LLC, the developer of the 50 unit condominium project known as Islands Club Amelia Condominium. I am pleased that we are in the last stages of completing the TRC site review for this project. At the May 24, 2007 TRC Meeting, approximately 27 outstanding items were reviewed and discussed. Most of these were satisfied and closed out. In order to expedite our completion of the TRC process, I have summarized the points raised in the meeting and our efforts to satisfy each and every item as follows:

Note: Items in bold require additional actions. Items not in bold are accepted/closed.

1. Drainage Easement – review by City Attorney.

   The easement was accepted by M. Lamoureux as documented.

2. **Roof Downspouts – connection to storm sewers**

   The civil engineer will add the following to the site engineering plan:

   - **Size and type of material of the rainwater pipe sections which extend from the buildings to the related storm sewer structures.**
   - **Invert elevations where those pipe sections enter into storm sewer structures**

3. Flume - clarify details

   Flume details on Sheet D-2 (Sheet 10 of 13) were accepted by M. Lamoureux.

4. Case 2 wall details – 13.5 feet bury

   Wall installation details for Case 2 on Sheet D-2 (Sheet 10 of 13) were accepted by M. Lamoureux.

406 Ash Street • Post Office Box 1443 • Fernandina Beach, Florida 32035-1443
Telephone: (904) 261-1833 • Fax: (904) 261-8023

5. Handrail Detail Clarification

   Handrail Detail A and Handrail Detail B on Sheet D-1B (Sheet 9B of 13) were accepted by M. Lamoureux.

6. Stacked Block retaining wall details – Clarification

   Details provided on Sheet 10B of 13 were accepted by M. Lamoureux.

7. Proposed 5 foot fence – Clarify

   Details provided on Sheet GOE-1 (Sheet 6 of 13) were accepted by M. Lamoureux.

8. **Method of Dune Stabilization –**

   Stacked block retaining walls on the west side will be replaced with sheet pile walls. Sheet piles will be driven into place prior to exaction on the east side.

   An excavation limit line for Building 3 will be shown.

   Double silt fences will be shown west of the Building 3 excavation limit line.

9. **Native Vegetation - Note**

   The following note will be added to the site engineering plan:

   > **"All native vegetation which is not located in areas requiring their removal as part of the development plan shall be retained in an undisturbed state."**

10. **Retaining Wall locations and Limits of Excavation**

    See Item 8 above.

11. Handicapped parking spots in garages

    Mr. Jerry Sinclair will provide documentation of the current ADA requirements.

    Note: On May 25th, Mr. Sinclair indicated via email that handicapped parking spaces were not required in the parking garages.
    Accepted by J. Sinclair and K. Sullivan

12. **Total number of parking spaces – request to reduce**

    Please see the attached letter from Andre to Marshall McCreary. Please see correspondence from Andre at McCranie & Associates, Inc.

13. **Condo Docs/Amenity Access**

    The Islands Club Condominium Recorded Declaration shall allow the current owners of Lots 1-10, 21-24, and 27 and 28 of the Islands Club Subdivision to obtain a special membership to allow amenity access to the Pool and Cabana.

The Declaration will be recorded prior to the issuance of the Certificate of Occupancy.

14. SJRWMD Permit

This comment has been satisfied per K. Sullivan.

15. Irrigation Plan

Landscaping plan indicates

- "Irrigation to be supplied by a proposed irrigation well", and
- "All proposed planting areas denoted in the landscape plan are to be irrigated"

This comment has been satisfied per K. Sullivan.

16. Continuous Landscaping around all buildings at least 24" high.

The plant list in the Landscaping plan has been updated to include minimum heights of relevant plants.

This comment has been satisfied per K. Sullivan.

17. Landscape calculations consistent with landscape hardship waiver.

A note will be added to the Landscape Plan to link the landscape hardship waiver letter to the landscape plan, with specific reference to the number of new Washingtonian and Cabbage Palms to be supplied.

18. DBH in planting table and height of shrubs

The DBH of trees and the height of shrubs have been added to the Plant List in the Landscaping plan.

This comment has been satisfied per K. Sullivan.

19. Xeriscape - Sod area percentage.

The landscape architect will supply information about the proposed Beach mix species (with respect to their drought tolerance).

20. Monument Sign to be permitted per COFB requirements

Note has been added to Sheet GEO-1

This comment has been satisfied per K. Sullivan.

21. Building 3 Rear

The landscape architect will meet with K. Sullivan concerning landscaping on the western side of Building 3.

22. Building 3 Front - Landscaping

Landscaping has been added along the eastern edge of Building 3.

This comment has been satisfied per K. Sullivan.

23. Trees on East Side of Building 1

Total number of trees around the perimeter of Building 1 satisfies the requirement of Sec 115-11(b) (1) a. The correct number of trees, as required by consideration of the length of the eastern side of Building 1, has been provided on the plan. They are grouped at the northern end of the building and at the southwest corner of the parking lot which is adjacent to Building 1.

This comment has been satisfied per K. Sullivan.

24. Landscaping on the southern boundary denoted as A

This was an error. The "A" designation has been changed to "PT". However, this creates a conflict, as there are now two species in the plant table designated with a PT. The landscape architect will correct this.

25. Place number of plants next to each symbol

The landscape architect will make this change.

26. Southern end of pond – Symbols Y and CP

These symbols have been connected to the relevant planting areas.

This comment has been satisfied per K. Sullivan.

27. Exact Configuration of Hand railing

Mr. Jerry Sinclair will provide related ADA requirements to the civil engineer to incorporate onto the site detail sheet.

Thank you for the opportunity to review these items. We look forward to our meeting on Thursday, May 31, 2007.

Sincerely,

A. Jeffrey Tomassetti

AJT/gc
Encs.
cc: Island Club Amelia, LLC

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-61
Award of Bid #18-06 - Live Oak Management Group, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-61

SYNOPSIS: Temporary driveways were permitted and installed providing special event access to the Municipal Golf Course and Airport property onto Amelia Island Parkway approximately five years ago. Nassau County has required that these driveways be constructed to meet current commercial driveway requirements or be removed. The subject bid upgrades these driveways to meet Nassau County standards, including asphalt pavement, striping and signage. Recommended bid price of $80,360 represents lowest of two bids received.

FISCAL IMPACT: Funds have been budgeted in the Golf Course Improvements Account #420 56300 (Project #17030) and the Airport Improvements Account #410 56300 (Project #18035)

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-61.

Andre Desilet, Stormwater Manager	04/12/2018
Nathan Coyle, Airport Manager	04/12/2018
Steve Murphy, General Manager	04/13/2018
Nicole Bednar, Administrative Services Manager	04/19/2018
Dale Martin, City Manager	04/19/2018
Patti Clifford, Comptroller	04/20/2018
Tammi E. Bach, City Attorney	04/20/2018

Submitted By: _____ Date: April 12, 2018
Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-61

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING BID #18-06 TO LIVE OAK MANAGEMENT GROUP, LLC FOR CONSTRUCTION OF SPECIAL EVENT DRIVEWAYS FOR THE MUNICIPAL GOLF COURSE AND AIRPORT IN THE AMOUNT OF $80,360; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's bid process was utilized to secure competitive bids for construction of permanent driveways for special event access to the Municipal Golf Course and Airport; and

WHEREAS, after review and consideration of the two bids received, staff recommends awarding Bid #18-06 to the lowest bidder, Live Oak Management Group, LLC, in the amount of $80,360; and

WHEREAS, funds are budgeted in the Golf Course Improvements Account #420 56300 (Project #17030) and Airport Improvements Account #410 56300 (Project #18035) in FY 2017/2018.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the award of Bid #18-06 to Live Oak Management Group, LLC.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute any documents pertaining to the bid award upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 1st day of May, 2018.

CITY OF FERNANDINA BEACH

_____
John A. Miller
Mayor – Commissioner

ATTEST:

_____
Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH BID OPENING

ITB 18-06 AMELIA ISLAND PARKWAY ACCESS - GOLF AND AIRPORT

Thursday, April 12, 2018

Opened by Andre Desilet and Wanda Weaks

DATE/TIME	COMPANY NAME	BID AMOUNT	EXHIBIT A-H	
04/11/18 11:30am	Live Oak Management Group	Airport $37,960.00 Golf $42,400.00	x	
04/12/18 9:21am	CGC Inc	Airport $62,747.00 Golf $63,444.00	x	

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE AIRPORT AND GOLF COURSE ACCESS.**

The City will receive sealed bids at the location stated below not later than **Thursday**, **April 12th, 2018 at 10:00am**.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE BID PROCESS, REQUIREMENTS AND EXHIBITS.

The original bid submittal (**1 original, 3 copies and 1 electronic copy, CD or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #18-06** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #18-06**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid shall be submitted on the specified **Contact Sheet/Bid Form** (**1 original, 3 copies**), hereto attached as "**Exhibit A**". The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by a **"Public Entity Crimes",** herein provided as "**Exhibit B**", **"Drug-Free Workplace Certification"** herein provides as **"Exhibit C"**, "**E-Verify Statement**" herein provided as **"Exhibit D"**, **"Conflict of Interest"**, herein provided as "**Exhibit E**", **"Non-Collusion Affidavit",** herein provided as, "**Exhibit F**", **"Dispute Disclosure Form",** herein provided as "**Exhibit G" and "Proposer Acknowledgements and Agreements",** herein provided as **"Exhibit H".**

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

SCOPE OF WORK

General

1. Locate all underground utilities prior to start of work.
2. Contractor shall submit and receive a Nation Pollutant Discharge Elimination System (NPDES) permit from the Florida Department of Environmental protection as required for all construction work.
3. Acquire right of way permit from Nassau County, including performance bond as required.
4. Verify all measurements and elevations as indicate on the approved site plans provided by owner.
5. Provide erosion and sediment control devices per approved site plan and NPDES.
6. The contractor is responsible to furnish all required materials, labor, equipment, and tools to perform all operations necessary to construct the driveway upgrades as shown on the approved site plans.
7. All construction shall be performed in accordance with Nassau County Roadway and Drainage standards as well as applicable FDOT standards as incorporated by Nassau County.
8. The contractor is responsible for providing maintenance of traffic in accordance with applicable FDOT standards.
9. A construction schedule and sequence of work shall be provided to the owner. Please note the Shrimp Festival (May 4th – 6th) as dates of heavy traffic. Interruption of traffic will not be permitted during this time.
10. The contractor will be responsible for all material and compaction testing required by Nassau County. Copies shall be provided to owner.
11. Contractor shall provide a list of equipment to be used on site.
12. Engineer drawings attached – Airport Access, Attachment A and Golf Access, Attachment B

Construction Staging

1. Construction staging area will be available on the City of Fernandina Beach Golf Course property on the east side of Amelia Island Parkway.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

Site Work

1. All grading and erosion and sediment control device placement shall be in accordance with the approved plans and applicable codes.
2. All construction debris shall be removed from the site.
3. All disturbed areas shall be restored in accordance with Nassau County standards.

Warranty

1. Contractor shall provide a 1 year warranty for materials and workmanship for all improvements.

AWARD

Award recommendation shall be made to the most responsive and responsible bidder offering the best value. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Successful Bidder is required to have a Business License in the city where their home office is located. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

Bid Package

Bid Documents and Specifications are available to download from the City of Fernandina Beach website at www.fbfl.us/bids, and Onvia DemandStar at www.demandstar.com. Questions regarding bid package can be directed to Wanda Weaks, Purchasing Agent, wweaks@fbfl.org.

CONTACT

Specification questions during the bid period shall be submitted in writing to the appropriate Department contact below with a copy to Wanda Weaks, wweaks@fbfl.org.

Bidders are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and Onvia DemandStar at www.demandstar.com. It is the bidder's responsibility to check the City's website for Addenda prior to submitting their bid. The deadline for questions is **5** days before bid opening.

If there is an Addendum it becomes part of the original Bid or RFP and shall be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

CONTRACTOR PERSONNEL

1. CITY reserves the right to reject any CONTRACTOR employee doing business for the awarded CONTRACTOR that has not received the proper safety training or is not performing work in a safe manner. Any costs resulting in a rejection of personnel will be solely at the CONTRACTOR's expense.

2. No sub-contractor shall be employed by CONTRACTOR for the provision of these services without the prior written approval of the CITY.

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

In addition to those requirements set forth in the Scope of Work, all services (and items incidental thereto) and work provided by CONTRACTOR shall conform to the following:

PROJECT SCHEDULE

CONTRACTOR shall begin no later than 30 calendar days from issuance of Purchase Order or notice to proceed; all work must be completed **within 30 calendar days of startup**.

TIME OF PERFORMANCE

1. CONTRACTOR may, upon approval by City designee, be provided weekends and after-hours access to the site, if necessary or desired, to complete the project, weather permitting. However, no additional sums shall be paid other than that specified in the bid response.

2. CONTRACTOR may set up equipment onto the job-site without commencing work for a maximum of 7 calendar days. Location of equipment storage will be provided by the City designee.

3. CONTRACTOR will, prior to any delay submit notification of delay in writing within 5 calendar days to City designee.

4. CONTRACTOR shall submit documentation explaining the cause of delay. CITY shall determine the extent of delay and extend the time for completing the work if, in CITY's judgment, the findings justify an extension. Any delay shall not entitle CONTRACTOR to any additional compensation. The sole remedy of CONTRACTOR shall be an extension of time.

5. CONTRACTOR shall arrange with the City designee a sequence of procedure, means of access, space for storage of materials and equipment and use of approaches, corridors, and stairways. CITY shall not be responsible for lost or stolen materials or tools left on the job site.

SITE MAINTENANCE

1. Extreme care shall be taken to safeguard all existing facilities, paved walkways, site amenities, utilities, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of CONTRACTOR and shall be repaired and/or replaced in equal or better condition at no additional cost to the CITY. CONTRACTOR shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements and dressings to damaged materials, to the approval of CITY, at no additional cost to the CITY. In the event of damage to public and/or private property, CONTRACTOR shall immediately contact the CITY's designee and inform them about the location and extent of the damages and will stay on site until his investigation of the damage is concluded.

2. CONTRACTOR shall place all debris in refuse container and keep the premises free from rubbish at the end of each working day. The CONTRACTOR shall be responsible for supplying, emptying and the removal of waste containers/dumpsters as necessary.

3. CONTRACTOR shall arrange material storage so as not to interfere with the CITY's operations.

4. CONTRACTOR shall at the completion of the job, remove unused material and rubbish from the site. If CONTRACTOR refuses at any time to remove the debris from the premises, or to keep the working area clean, such cleaning will be completed by the CITY and deducted from the balance due CONTRACTOR.

5. CONTRACTOR shall store all materials to be protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by CONTRACTOR at no cost to the CITY.

6. CONTRACTOR shall be responsible for clean up at the site at the conclusion of the project, including excess construction materials, and a thorough cleaning of all areas that were affected by CONTRACTOR or their subcontractors to the satisfaction of the CITY.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

SAFETY

1. CONTRACTOR shall be aware that this project is subject to public and private vehicular and pedestrian traffic at all times.

2. CONTRACTOR shall comply with all Federal/County/City laws/ordinances and City Fire codes during the execution of this project.

3. CONTRACTOR shall continuously maintain adequate protection of all work from damage and shall protect public and privately owned property, structures, vehicles, utilities, and work of any kind against damage or interruptions of service, which may result from the operations of the CONTRACTOR.

4. CONTRACTOR shall provide Safety Data Sheets: If any chemicals or materials or products containing toxic substances, as defined by Chapter 442, Florida Statutes, are to be used at any time during this the contract period, CONTRACTOR shall furnish Safety Data Sheets to the City designee prior to commencing this project.

5. CONTRACTOR shall perform all work under supervision of a capable supervisor using skilled employees.

6. CONTRACTOR shall have a person, which is on their payroll and with ***the authority to make decisions, on site at all times.***

REQUIRED INSPECTIONS

Prior to the start of any work, CONTRACTOR shall examine all surfaces and report in writing to the City designee any conditions detrimental to work. Failure to observe this injunction constitutes a waiver to any subsequent claims to the contrary.

CITY'S RIGHTS TO INSPECT, REJECT, AND STOP WORK

1. Right to Inspect Work - CITY will have the right to inspect the work at all times. Such inspection will not relieve CONTRACTOR of any of its obligations to perform the work in strict accordance with the contract documents.

2. Right to Reject Work - CITY will have the right to reject work which does not conform to the contract documents. CITY may require special inspection or testing of the work.

3. Right to Stop Work - If CITY reasonably believes that CONTRACTOR is failing to carry out the work in accordance with the contract documents; CITY may order CONTRACTOR to stop the work, or a portion of the work, until such time as the cause of such stop order has been eliminated.

4. Right to Carry Out Work - If CONTRACTOR fails to perform the work properly or fails to perform any provision of the contract documents, including unauthorized project schedule delays, CITY, after three (3) days written notice to CONTRACTOR without correction, may correct the deficiencies through CITY's own forces or through others, and may deduct the cost thereof from the payment then or thereafter due to the CONTRACTOR.

WARRANTY

1. CONTRACTOR shall provide warranty stating that the Amelia Island Parkway Driveway Upgrade to Airport and Golf Course Access is complete in detail and finish, and free of hazardous conditions. The material warranty and workmanship must have a 1 year warranty.

2. If CITY deems it unacceptable to have CONTRACTOR correct the work, which has been incorrectly done, a deduction from the contract price shall be made as determined by CITY. Such a deduction from the contract price shall in no way affect the CONTRACTOR's responsibility for defects, which may occur nor their ability for correcting them, and damage caused by them.

3. Supplies and/or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this bid. Any applicable written warranty from the product manufacturer and/or representative company shall commence from date of completion and acceptance by the CITY.

LIQUIDATED DAMAGES

Should the awarded CONTRACTOR fail to complete work and make the area available for use within the stipulated period CONTRACTOR may be assessed by the CITY the amount of one hundred dollars ($100.00) for each consecutive calendar day that expires after the time specified for completion and ready for final payment until the work is complete. The per diem charge may be invoked at the discretion of the CITY and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to CONTRACTOR This deduction is in addition to other remedies available to the CITY pursuant to Florida Statutes or the terms and conditions of this solicitation."

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
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INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

BOND REQUIREMENTS

Bid bonds requirements are outlined in the General Conditions of this Invitation to Bid.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment effort and expects firms that do business with the City to have an affirmative action program.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

GENERAL CONDITIONS OF INVITATION TO BID

1. **PREPARATION OF BID -** INVITATION TO BID shall be prepared in accordance with the following:
   a. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
   b. All information required by the Contact Sheet/Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
   c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
   d. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
   e. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
   f. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq*.
   g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
   h. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to bid
   i. Deliveries are to be made during regular business hours.
   j. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.

2. **SUBMISSION OF BIDS**
   a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.

b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.

3. REJECTION OF BIDS

a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.

4. WITHDRAWAL OF BIDS

a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.
b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE BIDS

a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as Exhibit "B", must be received at the time of the bid.
c. A "Drug Free Workplace Certification" attached hereto as Exhibit "C", must be received at the time of the bid.
d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
e. An "E-Verify Statement" attached hereto as Exhibit "D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder offering the best value to the City of Fernandina Beach.
b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.

d. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, and Onvia Demandstar at www.demandstar.com.
e. Agreement may be cancelled with 60 day notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

a. The City shall not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

9. BONDS

- If Bid is less than $100,000 no Bid Bond or Payment and Performance Bond required.
- If Bid is greater than $100,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is $100,000 - $200,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is greater than $200,000, and is for services, Bid Bond and Payment and Performance Bond is required.

BID BOND:

a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

a. In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder shall forfeit its bid security.

   Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The following exceptions to bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

10. PUBLIC INFORMATION

a. All information contained in this Bid is public information, and as such will be handled in accordance with the Florida Statutes.

11. ADDITIONAL INFORMATION

a. The City reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the City and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, the CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, shall mean and include Subcontractors of every tier.

A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million ($1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.

B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million ($1,000,000.00) dollars per occurrence and TWO Million ($2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:

1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
2. Completed Operations/Products Liability.
3. Broad Form Property Damage
4. Personal and Advertising Injury Liability
5. Independent Contractors
6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
7. Coverage is to be endorsed to reflect that insurance is to be primary and non contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.

C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million ($1,000,000.00) Dollars.

D. Umbrella I Excess Liability Insurance with a limit of no less than One Million ($1, 000,000) minimum per occurrence.

E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the

Contractor/Vendor. The amount of insurance shall not be less than $1,000,000 per occurrence and aggregate.

F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR
Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).

G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract.
"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

H. The above insurances shall each contain the following wording verbatim: "[Name of Owner] , [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."

I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.

J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.

K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.

M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.

N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million ($1,000,000.00) Dollars per occurrence and Two Million ($2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, CONTRACTOR/VENDOR will be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. **CONTRACTOR/ VENDOR must state on Exhibit "A" Contact Sheet/Bid Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.**

15. BID PROTESTS

Bid protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the bid if CONTRACTOR/VENDOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. https://www.epls.gov/epls/search.do. CONTRACTOR/VENDOR shall include copy of search results with bid or proposal.

17. LOBBYING

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. CONTRACTORS shall not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBITS

EXHIBIT "A"	Contact Sheet/Bid Form
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgments and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Dispute Disclosure

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "A"

TO GENERAL CONDITIONS TO BID ITB #18-06

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT: AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE

AIRPORT ACCESS $_____ GOLF ACCESS $_____

Delivered, F.O.B. Fernandina Beach, Florida

****

Name:_____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____ **Submitted By:**_____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____**Title:**_____

Email Address: _____ **Phone:** _____

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "B"

TO GENERAL CONDITIONS TO ITB #18-06
SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.

2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____(If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is_____and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was

knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____

Signature Date:

STATE OF FLORIDA
COUNTY OF _____

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this ___ day of _____,

20___, and is personally known to me, or has provided _____ as identification.

_____
Notary Public
My Commission expires:_____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "C"

TO GENERAL CONDITIONS TO ITB #18-06

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S):_____

SIGNATURE: _____

NAME (TYPED OR PRINTED):_____TITLE:_____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "D"

TO GENERAL CONDITIONS TO ITB #18-06
E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

_____

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "E"

TO GENERAL CONDITIONS TO ITB #18-06
PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: _____Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "F"

TO GENERAL CONDITIONS TO ITB #18-06

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____(If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is_____and my relationship to the entity named above is_____.

1. The above named entity is submitting a bid for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

_____

Signature Date:

STATE OF FLORIDA
COUNTY OF _____

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this ___ day of _____, 20___, and is personally known to me, or has provided _____ as identification.

_____
Notary Public
My Commission expires:_____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "G"

TO GENERAL CONDITIONS TO ITB #18-06

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____(If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is_____and my relationship to the entity named above is_____.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____

Signature Date:

STATE OF FLORIDA
COUNTY OF _____

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this ___ day of _____, 20___, and is personally known to me, or has provided _____ as identification.

_____
Notary Public
My Commission expires:_____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "H"

TO GENERAL CONDITIONS TO ITB #18-06

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

_____

Firm Date

_____

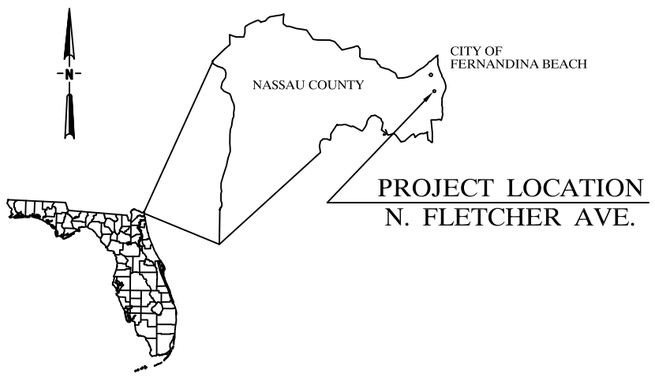
Authorized Signature Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

FERNANDINA BEACH MUNICIPAL AIRPORT

DRIVEWAY

CITY OF FERNANDINA BEACH STORMWATER DEPARTMENT



SITE VICINITY MAP

RECORD DRAWINGS

CONTRACTOR:
CITY OF FERNANDINA BEACH
AMOUNT: $0,000,000
DATE: 2/21/2016
PROJECT NO: 201400013

PREPARED BY:

ANDRE DESILET, PE, DIRECTOR
& FISHER'S C.A.D.

DRAWING INDEX

DWG. NO.	DESCRIPTION
1	COVER
2	VICINITY MAP
3	PRE DEVELOPMENT
4	SITE PLAN

CITY OF FERNANDINA BEACH
UTILITIES DEPARTMENT WASTEWATER DIVISION
1180 S. 5TH STREET - FERNANDINA BEACH, FL 32034
TELEPHONE (904) 277-7380 - FAX (904) 277-7382

COVER

	BY	DATE
DESIGNED	AD	5/10/17
DRAWN	BE	5/10/17
CHECKED		
REVISED		
FILE: 1-COVER		

PROJECT NO. 000000000
SCALE NOTED
SHEET: 1 OF 4

UTILITY AND OTHER CONTACTS

ORGANIZATION	CONTACT AND TITLE	ADDRESS	TELEPHONE NUMBER
CITY OF FERNANDINA BEACH	MR. JOHN MANDRICK, PE DIR. OF UTILITIES	P.O. BOX 668 FERNANDINA BCH., FL.	904-277-7380
FLORIDA PUBLIC UTILITIES	MR. MARIO LACACI ELECTRIC SERVICE	911 S. 8th ST. FERNANDINA BCH., FL.	904-261-3663
BELL SOUTH	MIKE DUNGAN	301 W. BAY, RM. 18HHI JACKSONVILLE, FL. 32207	800-216-5688
NASSAU COUNTY	MR. JOSE' R. DELIZ, PE DIRECTOR ENGINEER	96161 NASSAU PLACE YULEE, FL. 32097	904-491-3609
COMCAST	TIM DENISON	1600 S. 14TH ST. FERNANDINA BEACH, FL 32034	904-491-1227
CENTRAL LOCATING SERVICE	JESSIE SPIRES MANAGER	4630 PARAGON PARK ROAD RALEIGH, NC 27616	904-296-7754
SUNSHINE STATE ONE CALL			800-432-4770

GENERAL NOTES

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4. PROPOSED UTILITY ALIGNMENTS ARE SUBJECT TO ADJUSTMENTS IN THE FIELD IN ORDER TO AVOID UTILITY CONFLICTS. SUCH ADJUSTMENTS SHALL REQUIRE THE APPROVAL OF THE ENGINEER PRIOR TO CONSTRUCTION.
5. ALL ELEVATIONS SHOWN ARE BASED ON U.S.C. & G.S. 1929 DATUM. THE VERTICAL CONTROL BENCH MARK IS DESCRIBED ON SHEET 3 (ELEV 22.75).
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   MANZIE AND DRAKE
   117 SOUTH 19th STREET
   FERNANDINA BEACH, FLORIDA 32034
   (904) 261-0000
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LEGEND

NOTE : IN GENERAL, LIGHT LINES INDICATE EXISTING OR WORK OF OTHER TRADES, BOLD LINES INDICATE NEW WORK.

SYMBOL	DESCRIPTION
S	SANITARY SEWER, MANHOLE, AND SERVICE
SS	STORM SEWER
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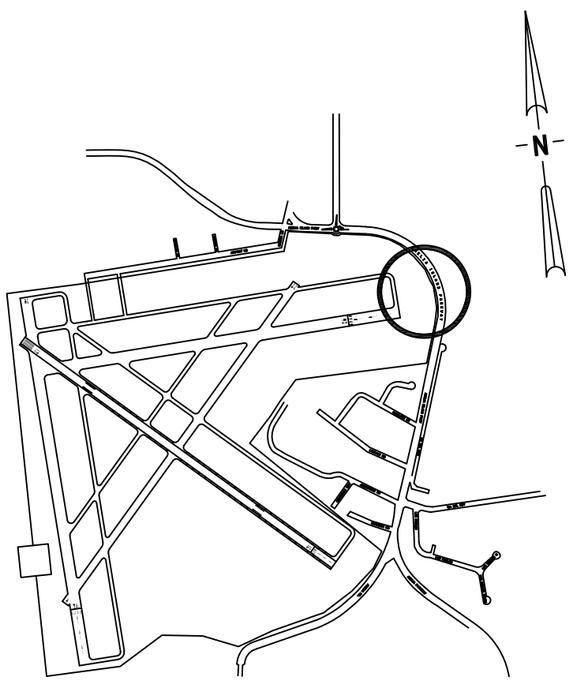
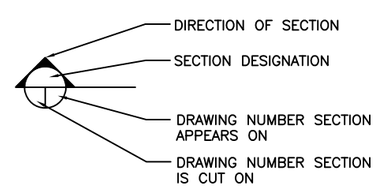
T	TELEPHONE, UNDERGROUND
G 4"	GAS, SIZE INDICATED
	VALVE
	REDUCER
	DRAINAGE INLET
W.M.	WATER METER
	FIRE HYDRANT
C.M.	CONCRETE MONUMENT
	RIGHT-OF-WAY LINE
I.P.	FOUND IRON PIPE
I.R.	FOUND IRON ROD
N&D	SET NAIL & DISK
R&C	SET REBAR & CAP
3	INDICATES DRWG. ON WHICH CONSTRUCTION DETAILS ARE SHOWN
	UTILITY POLE (WOOD)
	UTILITY POLE (CONCRETE)
	GUY ANCHOR
x 6' C.L.	FENCE, TYPE & SIZE INDICATED
12"	PALM TREE, SIZE INDICATED
12"	PINE TREE, SIZE INDICATED
12"	OAK TREE ETC., SIZE INDICATED
D	DRAIN
	REMOVE OR ABANDON
OP	OVERHEAD POWER LINE

FERNANDINA BEACH MUNICIPAL AIRPORT

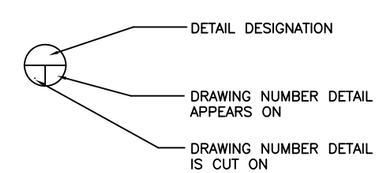


LOCATION MAP

NTS



SECTION DESIGNATION



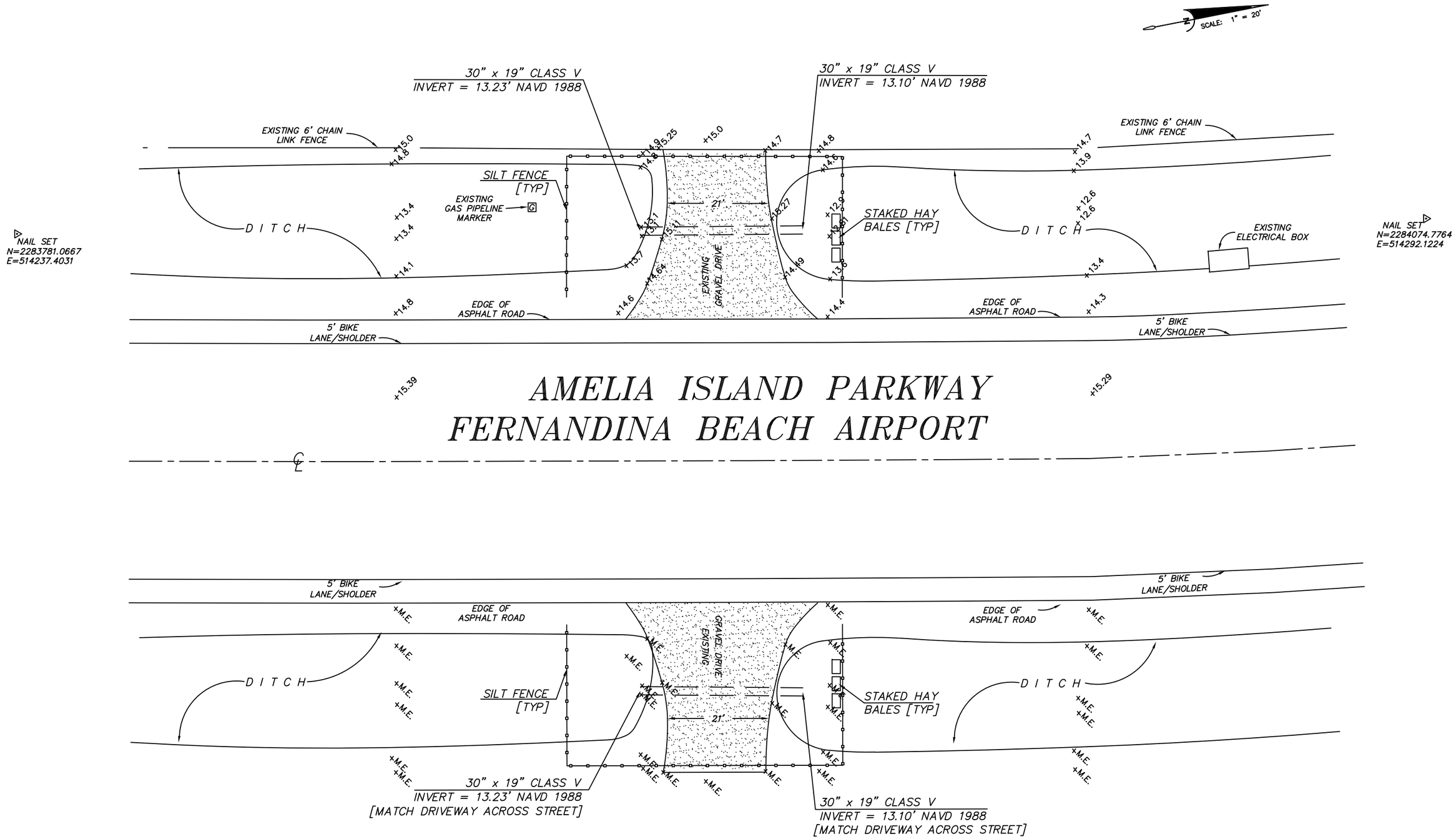
DETAIL DESIGNATION

CITY OF FERNANDINA BEACH
UTILITIES DEPARTMENT WASTEWATER DIVISION
1180 S. 5TH STREET - FERNANDINA BEACH, FL 32034
TELEPHONE (904) 277-7380 - FAX (904) 277-7382

VICINITY MAP

	BY	DATE
DESIGNED	AD	5/10/17
DRAWN	BE	5/10/17
CHECKED		
REVISED		
FILE: 2-VICINITY MAP		

PROJECT NO. 000000000
SCALE NOTED
SHEET: 2 OF 4

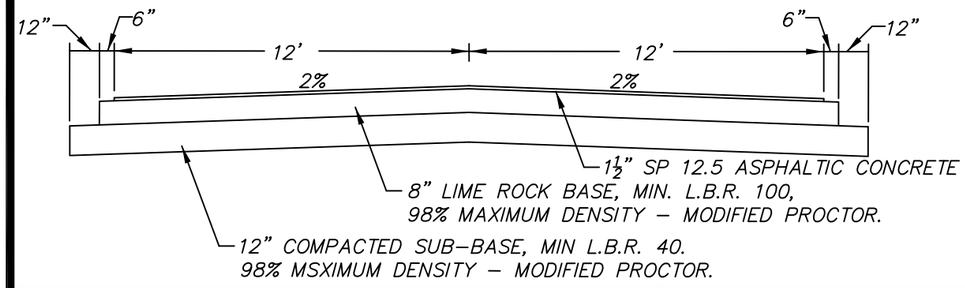


CITY OF FERNANDINA BEACH
UTILITIES DEPARTMENT WASTEWATER DIVISION
1180 S. 5TH STREET - FERNANDINA BEACH, FL 32034
TELEPHONE (904) 277-7380 - FAX (904) 277-7382

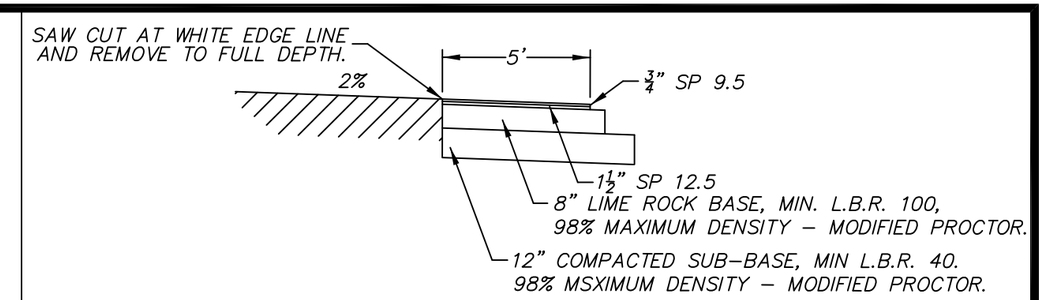
PREDEVELOPMENT PLAN

	BY	DATE
DESIGNED	AD	5/10/17
DRAWN	BE	5/10/17
CHECKED		
REVISED		
FILE: 3-PREDEVELOPMENT		

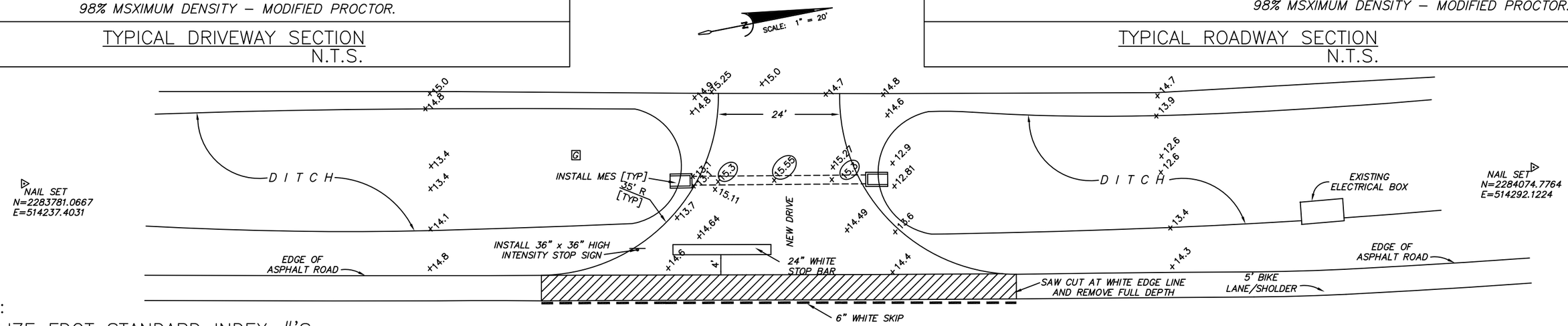
PROJECT NO. 000000000
SCALE NOTED
SHEET: 3 OF 4



TYPICAL DRIVEWAY SECTION
N.T.S.



TYPICAL ROADWAY SECTION
N.T.S.



NOTES:

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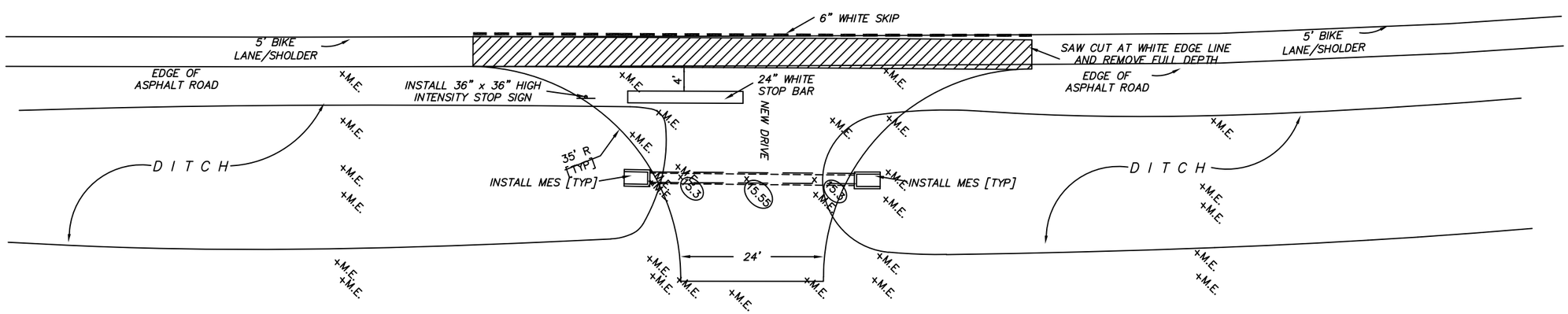
AMELIA ISLAND PARKWAY
FERNANDINA BEACH AIRPORT

LEGEND:

+M.E.	MATCH EXITING GRADE
+15.4	EXISTING SPOT ELEVATION
(15.4)	PROPOSED SPOT ELEVATION
	EXISTING ASPHALT TO BE REMOVED



CITY OF FERNANDINA BEACH
UTILITIES DEPARTMENT WASTEWATER DIVISION
1180 S. 5TH STREET - FERNANDINA BEACH, FL 32034
TELEPHONE (904) 277-7380 - FAX (904) 277-7382

SITE PLAN

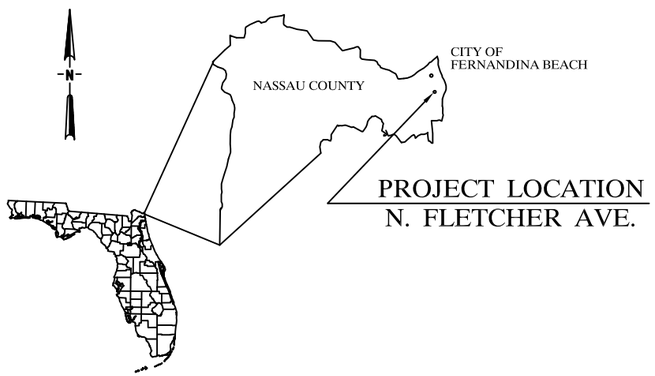
	BY	DATE
DESIGNED	AD	5/10/17
DRAWN	BE	5/10/17
CHECKED		
REVISED		
FILE: 4–SITE PLAN		

PROJECT NO. 000000000
SCALE NOTED
SHEET: 4 OF 4

FERNANDINA BEACH GOLF COURSE

DRIVEWAY

CITY OF FERNANDINA BEACH STORMWATER DEPARTMENT



SITE VICINITY MAP

RECORD DRAWINGS

CONTRACTOR:
CITY OF FERNANDINA BEACH
AMOUNT: $0,000,000
DATE: 2/21/2016
PROJECT NO: 201400013

PREPARED BY:

ANDRE DESILET, PE, DIRECTOR
& FISHER'S C.A.D.

DRAWING INDEX

DWG. NO.	DESCRIPTION
1	COVER
2	VICINITY MAP
3	PRE DEVELOPMENT
4	SITE PLAN

CITY OF FERNANDINA BEACH
UTILITIES DEPARTMENT WASTEWATER DIVISION
1180 S. 5TH STREET - FERNANDINA BEACH, FL 32034
TELEPHONE (904) 277-7380 - FAX (904) 277-7382

COVER

	BY	DATE
DESIGNED	AD	5/10/17
DRAWN	BE	5/10/17
CHECKED		
REVISED		
FILE: 1-COVER		

PROJECT NO. 000000000
SCALE NOTED
SHEET: 1 OF 4

UTILITY AND OTHER CONTACTS

ORGANIZATION	CONTACT AND TITLE	ADDRESS	TELEPHONE NUMBER
CITY OF FERNANDINA BEACH	MR. JOHN MANDRICK, PE DIR. OF UTILITIES	P.O. BOX 668 FERNANDINA BCH., FL.	904-277-7380
FLORIDA PUBLIC UTILITIES	MR. MARIO LACACI ELECTRIC SERVICE	911 S. 8th ST. FERNANDINA BCH., FL.	904-261-3663
BELL SOUTH	MIKE DUNGAN	301 W. BAY, RM. 18HHI JACKSONVILLE, FL. 32207	800-216-5688
NASSAU COUNTY	MR. JOSE' R. DELIZ, PE DIRECTOR ENGINEER	96161 NASSAU PLACE YULEE, FL. 32097	904-491-3609
COMCAST	TIM DENISON	1600 S. 14TH ST. FERNANDINA BEACH, FL 32034	904-491-1227
CENTRAL LOCATING SERVICE	JESSIE SPIRES MANAGER	4630 PARAGON PARK ROAD RALEIGH, NC 27616	904-296-7754
SUNSHINE STATE ONE CALL			800-432-4770

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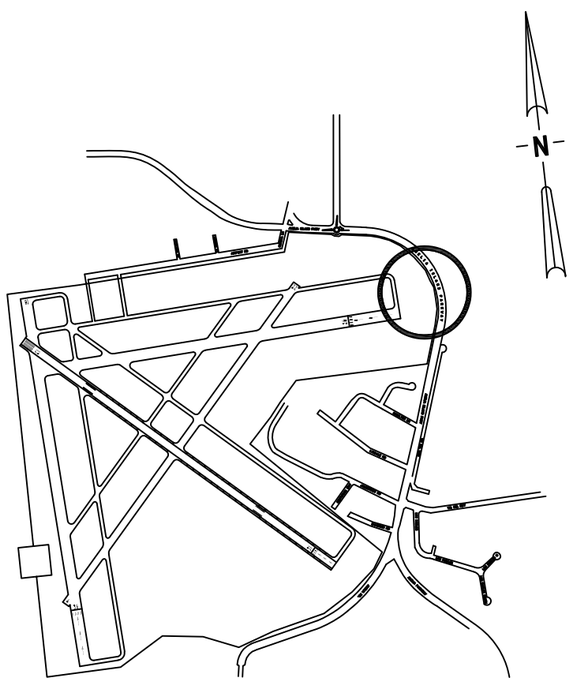
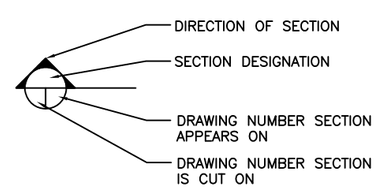
FERNANDINA BEACH MUNICIPAL AIRPORT

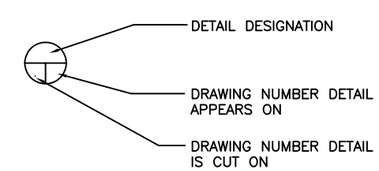


LOCATION MAP

NTS



SECTION DESIGNATION



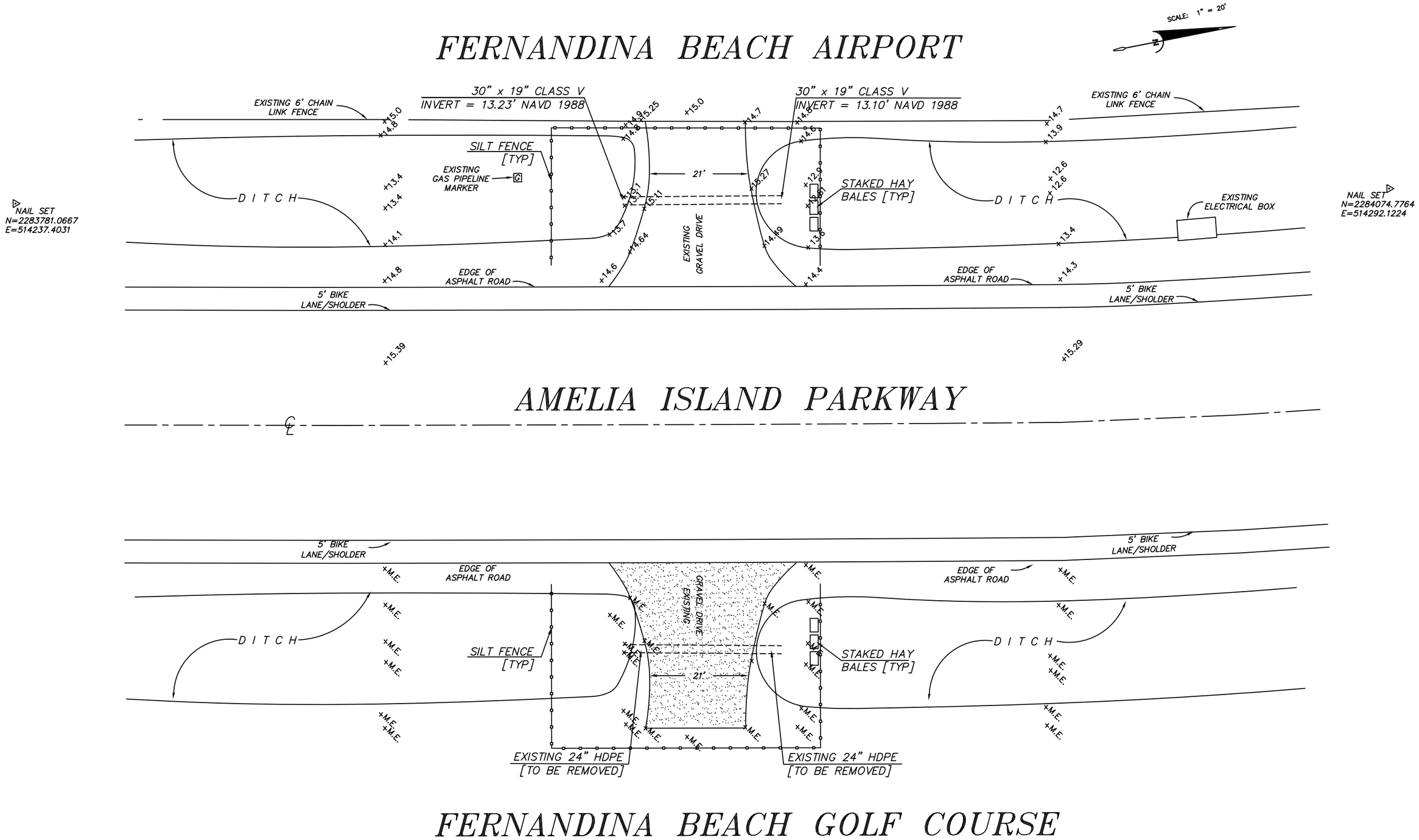
DETAIL DESIGNATION

CITY OF FERNANDINA BEACH
UTILITIES DEPARTMENT WASTEWATER DIVISION
1180 S. 5TH STREET - FERNANDINA BEACH, FL 32034
TELEPHONE (904) 277-7380 - FAX (904) 277-7382

VICINITY MAP

	BY	DATE
DESIGNED	AD	5/10/17
DRAWN	BE	5/10/17
CHECKED		
REVISED		
FILE: 2-VICINITY MAP		

PROJECT NO. 000000000
SCALE NOTED
SHEET: 2 OF 4

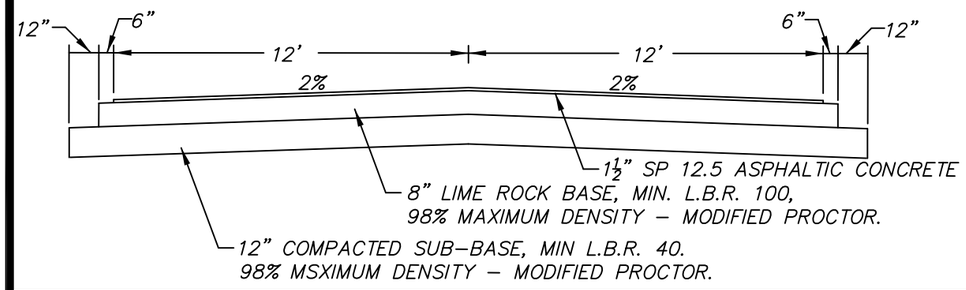


CITY OF FERNANDINA BEACH
UTILITIES DEPARTMENT WASTEWATER DIVISION
1180 S. 5TH STREET - FERNANDINA BEACH, FL 32034
TELEPHONE (904) 277-7380 - FAX (904) 277-7382

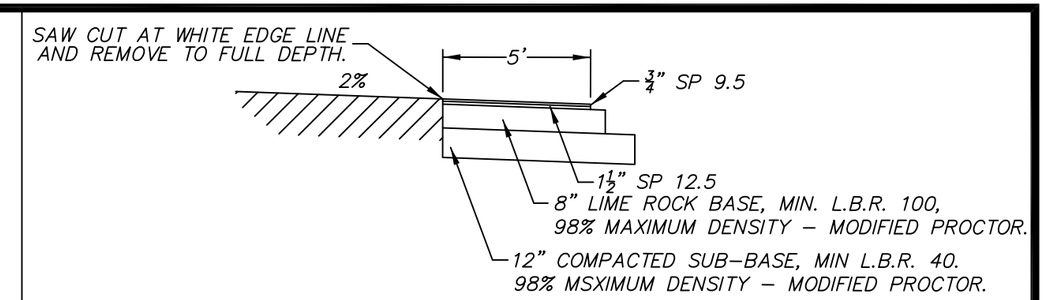
PREDEVELOPMENT PLAN

	BY	DATE
DESIGNED	AD	5/10/17
DRAWN	BE	5/10/17
CHECKED		
REVISED		
FILE: 3-PREDEVELOPMENT		

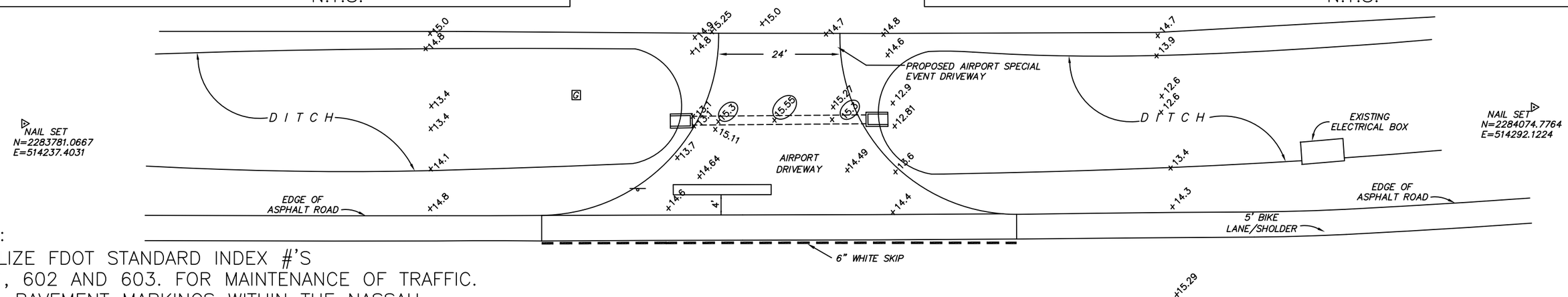
PROJECT NO. 000000000
SCALE NOTED
SHEET: 3 OF 4



TYPICAL DRIVEWAY SECTION
N.T.S.



TYPICAL ROADWAY SECTION
N.T.S.



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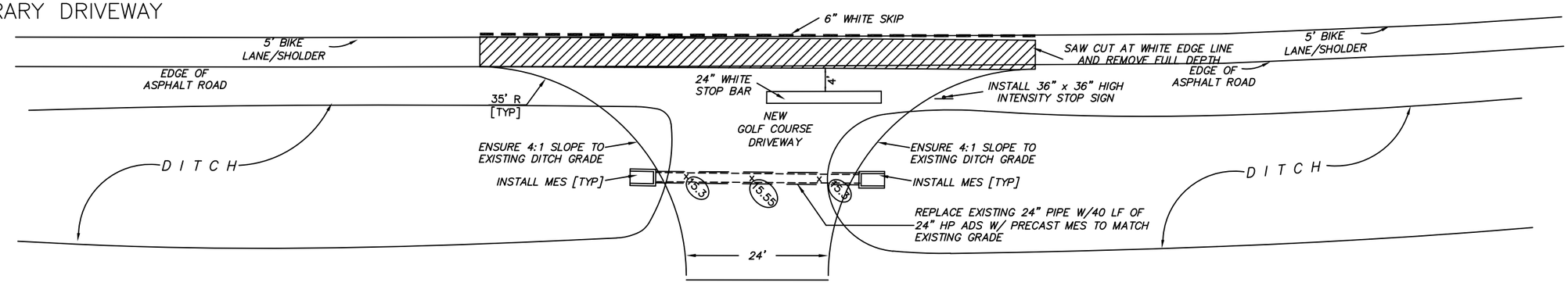
5. DRIVEWAY AND CULVERT GRADES TO MATCH EXISTING TEMPORARY DRIVEWAY

LEGEND:

- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- EXISTING ASPHALT TO BE REMOVED



CITY OF FERNANDINA BEACH
UTILITIES DEPARTMENT WASTEWATER DIVISION
1180 S. 5TH STREET - FERNANDINA BEACH, FL 32034
TELEPHONE (904) 277-7380 - FAX (904) 277-7382

SITE PLAN

	BY	DATE
DESIGNED	AD	5/10/17
DRAWN	BE	5/10/17
CHECKED		
REVISED		
FILE: 4-SITE PLAN		

PROJECT NO. 000000000
SCALE NOTED
SHEET: 4 OF 4

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE AIRPORT AND GOLF COURSE ACCESS.**

The City will receive sealed bids at the location stated below not later than **Thursday, April 12th, 2018 at 10:00am**.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE BID PROCESS, REQUIREMENTS AND EXHIBITS.

The original bid submittal (**1 original, 3 copies and 1 electronic copy, CD or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #18-06** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #18-06**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid shall be submitted on the specified **Contact Sheet/Bid Form** (**1 original, 3 copies**), hereto attached as "**Exhibit A**". The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by a **"Public Entity Crimes"**, herein provided as "**Exhibit B**", **"Drug-Free Workplace Certification"** herein provides as **"Exhibit C"**, **"E-Verify Statement"** herein provided as **"Exhibit D"**, **"Conflict of Interest"**, herein provided as "**Exhibit E**", **"Non-Collusion Affidavit"**, herein provided as, "**Exhibit F**", **"Dispute Disclosure Form"**, herein provided as "**Exhibit G" and "Proposer Acknowledgements and Agreements"**, herein provided as **"Exhibit H"**.

1 of 1
original

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "A"

TO GENERAL CONDITIONS TO BID ITB #18-06

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT: AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE

AIRPORT ACCESS $ 37,960.00 **GOLF ACCESS $** 42,400.00

Delivered, F.O.B. Fernandina Beach, Florida

****

Name: Live Oak Management Group LLC.

Federal Taxpayer ID: 45-3031471

Mailing Address: 15336 68th St.

City, State, & Zip Code: Live Oak FL 32060

Telephone: 386-205-6017 **Fax:** N/A

Email: Greg@liveoakmanagementgroup.com **Submitted By:** Greg Waters

Title: Managing Member

FIRM Accepts Credit Cards*: Yes (No)

Accounting Contact:

Name: — **Title:** —

Email Address: Same Above **Phone:** 386-205-6017

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "B"

TO GENERAL CONDITIONS TO ITB #18-06
SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for 18-06.

2. This sworn statement is submitted by (entity) Live Oak Management Group LLC. whose business address is 15336 68th St. Live Oak, FL. and (if applicable) Federal Employer Identification Number (FEIN) is 45-3031471 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: —.)

3. My name is James G. Waters and my relationship to the entity named above is Managing Member.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was

knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

N/A ✓ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

✓ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

✓ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Mary Watts 4/10/18
Signature Date:

STATE OF FLORIDA
COUNTY OF Suwannee

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 10th day of April, 20 18, and is personally known to me, or has provided _____ as identification.

Janice Ambrose
Notary Public
My Commission expires: 6-12-18

THIS FORM MUST BE INCLUDED WITH PROPOSAL

JANICE AMBROSE
Notary Public - State of Florida
My Comm. Expires Jun 12, 2018
Commission # FF 132149

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "C"

TO GENERAL CONDITIONS TO ITB #18-06

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Live Oak Management Group LLC

CITY: Live Oak STATE: FL ZIP CODE: 32060

TELEPHONE NUMBER(S): 386- 205-6017

SIGNATURE: Grey Waters

NAME (TYPED OR PRINTED): Grey Waters TITLE: Managing Member

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "D"

TO GENERAL CONDITIONS TO ITB #18-06

E-VERIFY STATEMENT

Bid/Proposal Number: #18-06

Project Description: Driveway upgrades Airport & Golf Course Access

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Live Oak Management Group L.L.C.

Authorized Signature: [signature]

Title: Managing Member

Date: 4/10/18

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "E"

TO GENERAL CONDITIONS TO ITB #18-06
PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: Greg Waters Title: Managing Member

Signature: Greg Waters Date: 4-10-18

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "F"

TO GENERAL CONDITIONS TO ITB #18-06

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for #18-06 Amelia Island Airport Golf Course Driveway

This sworn statement is submitted by (entity) Live Oak Management Group LLC whose business address is 15336 Lem St. Live Oak FL. 32060 and (if applicable) Federal Employer Identification Number (FEIN) is 45-3031471 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: ——— .)

My name is James G. Waters and my relationship to the entity named above is managing Member.

1. The above named entity is submitting a bid for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature Date:

STATE OF FLORIDA
COUNTY OF Suwannee

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 10th day of April, 2018 and is personally known to me, or has provided _____ as identification.

Janice Ambrose
Notary Public
My Commission expires: 6-12-18

JANICE AMBROSE
Notary Public - State of Florida
My Comm. Expires Jun 12, 2018
Commission # FF 132149

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "G"

TO GENERAL CONDITIONS TO ITB #18-06

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB #18-06 Amelia Island Driveway upgrade.

This sworn statement is submitted by (entity) Live Oak Management Group whose business address is 15336 68th St. Live Oak, FL and (if applicable) Federal Employer Identification Number (FEIN) is 45-3031471 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: ——.)

My name is James G. Waters and my relationship to the entity named above is Managing Member.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____ Date: 4/10/18

STATE OF FLORIDA
COUNTY OF Suwannee

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 10th day of April, 2018, and is personally known to me, or has provided _____ as identification.

Janice Ambrose

Notary Public
My Commission expires: 6-12-18

THIS FORM MUST BE INCLUDED WITH PROPOSAL

JANICE AMBROSE
Notary Public - State of Florida
My Comm. Expires Jun 12, 2018
Commission # FF 132149

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "H"

TO GENERAL CONDITIONS TO ITB #18-06

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Live Oak Management Group LLC — Firm

4-10-18 — Date

Authorized Signature

James G. Waters Managing Member — Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "A"

TO GENERAL CONDITIONS TO BID ITB #18-06

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT: AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE

AIRPORT ACCESS $ 62,747.00 **GOLF ACCESS $** 63,444.00

Delivered, F.O.B. Fernandina Beach, Florida

****

Name: CGC, Inc.

Federal Taxpayer ID: 37-1785657

Mailing Address: 7036 W. 12th Street

City, State, & Zip Code: Jacksonville, FL 32220

Telephone: (904) 783-4119 **Fax:** (904) 783-3401

Email: office@cgccivil.com **Submitted By:** Richard C. Gaskin, Jr.

Title: President

FIRM Accepts Credit Cards*: Yes [**No**]

Accounting Contact:

Name: Tammy Burkard **Title:** Office Manager

Email Address: office@cgccivil.com **Phone:** (904) 783-4119

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "B"

TO GENERAL CONDITIONS TO ITB #18-06
SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for Amelia Island Parkway Driveway Upgrade to Airport and Golf Course Access

2. This sworn statement is submitted by (entity) CGC, Inc. whose business address is 7036 W. 12th St., Jacksonville, FL 32220 and (if applicable) Federal Employer Identification Number (FEIN) is 37-1785657 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A .)

3. My name is Richard C. Gaskin, Jr and my relationship to the entity named above is President .

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was

knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_X_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

_X_ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Richard C. Gaskin, Jr., President

Signature _____ Date: 4/12/18

STATE OF FLORIDA
COUNTY OF DUVAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Richard C. Gaskin, Jr. who, after first being sworn by me, affixed their signature at the space provided above on this 12th day of April, 2018, and is personally known to me, or has provided N/A as identification.

Notary Public State of Florida
Tammy Burkard
My Commission FF 164825
Expires 10/11/2018

Notary Public Tammy Burkard
My Commission expires: 10/11/18

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "C"

TO GENERAL CONDITIONS TO ITB #18-06

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: CGC, Inc.
7036 W. 12th Street

CITY: Jacksonville STATE: FL ZIP CODE: 32220

TELEPHONE NUMBER(S): (904) 783-4119

SIGNATURE: _____

NAME (TYPED OR PRINTED): Richard C. Gaskin, Jr. TITLE: President

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "D"

TO GENERAL CONDITIONS TO ITB #18-06

E-VERIFY STATEMENT

Bid/Proposal Number: 18-06

Project Description: AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE TO AIRPORT AND GOLF COURSE ACCESS

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: CGC, Inc.

Authorized Signature: _____

Richard C. Gaskin, Jr.

Title: President

Date: April 12, 2018

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "E"

TO GENERAL CONDITIONS TO ITB #18-06

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

CGC, Inc.

Name: Richard C. Gaskin, Jr. Title: President

Signature: _____ Date: April 12, 2018

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "F"

TO GENERAL CONDITIONS TO ITB #18-06

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Amelia Island Parkway Driveway Upgrade to Airport & Golf Course Access

This sworn statement is submitted by (entity) CGC, Inc. whose business address is 7036 W. 12th Street, Jacksonville, FL 32220 and (if applicable) Federal Employer Identification Number (FEIN) is 37-1785657 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A .)

My name is Richard C. Gaskin, Jr and my relationship to the entity named above is President .

1. The above named entity is submitting a bid for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature — Date: April 12, 2018

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

STATE OF FLORIDA
COUNTY OF DUVAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 12th day of April, 20 18, and is personally known to me, or has provided N/A as identification.

Notary Public State of Florida
Tammy Burkard
My Commission FF 164825
Expires 10/11/2018

Notary Public Tammy Burkard
My Commission expires: 10/11/18

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "G"

TO GENERAL CONDITIONS TO ITB #18-06

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for Amelia Island Parkway Driveway Upgrade to Airport & Golf Course Access

This sworn statement is submitted by (entity) CGC, Inc. whose business address is 7036 W. 12th Street, Jacksonville, FL 32220 and (if applicable) Federal Employer Identification Number (FEIN) is 37-1785657 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A .)

My name is Richard C. Gaskin, Jr. and my relationship to the entity named above is President .

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Richard C. Gaskin, Jr., President

Signature Date: 4/12/18

STATE OF FLORIDA
COUNTY OF DUVAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this 12th day of April, 20 18, and is personally known to me, or has provided N/A as identification.

Notary Public State of Florida
Tammy Burkard
My Commission FF 164825
Expires 10/11/2018

Notary Public Tammy Burkard
My Commission expires: 10/11/18

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID #18-06
AMELIA ISLAND PARKWAY DRIVEWAY UPGRADE
TO AIRPORT AND GOLF COURSE ACCESS

EXHIBIT "H"

TO GENERAL CONDITIONS TO ITB #18-06

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO_X_

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO__X__

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO__X__

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

CGC, Inc. — April 12, 2018

Firm — Date

Authorized Signature — Richard C. Gaskin, Jr., President

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CIVIL | GENERAL

STATE OF FLORIDA **(seal)**
COUNTY OF DUVAL

I HEREBY CERTIFY

THAT Richard C. Gaskin, Jr., is President of CGC, Inc., located at 7036 W 12th St., Jacksonville, FL 32220 and he is hereby authorized to execute the Bid Documents dated, April 12, 2018, and that his execution thereof, attested by the Assistant Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 12th day of April, 2018.

Richard C. Gaskin, Assistant Secretary/Vice President
CGC, Inc., 7036 W. 12th Street, Jacksonville, FL 32220

Sworn and subscribed to me this 12th day of April, 2018

Notary Public

Signature

Notary Public State of Florida
Tammy Burkard
My Commission FF 164825
Expires 10/11/2018

Tammy Burkard
Printed

My Commission Expires: 10/11/2018

7036 W. 12th Street / Jacksonville, Florida 32220 / Office (904) 783-4119 Fax (904) 783-3401
Email: office@cgccivil.com
CGC1524573 CUC1225351

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2017

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

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

PRODUCER
GHG Insurance
1000 Riverside Ave., Suite 500
Jacksonville FL 32204

CONTACT NAME: Missy Amos
PHONE (A/C, No, Ext): 904-421-8600 FAX (A/C, No): 904-421-8601
E-MAIL ADDRESS: mamos@ghgins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield Insurance Group	24112
INSURER B : FCCI Insurance Group	10178
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CGC Inc.
7036 West 12th Street
Jacksonville FL 32220

CGCINC0-01

COVERAGES **CERTIFICATE NUMBER:** 390647707 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CWP5147175	12/31/2017	12/31/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 150,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CWP5147175	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			001WC18A75788	1/1/2018	1/1/2019	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased/Rented Equipment 100% Co-Insurance ACV			CWP5147175	12/31/2017	12/31/2018	$250,000 $250,000 Deductible	$1,000

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

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

GASKIN, RICHARD CANNON JR
CGC INC
4260 MCGIRTS BLVD
JACKSONVILLE FL 32210

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CUC1225351	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

GASKIN, RICHARD CANNON JR
CGC INC
4260 MCGIRTS BLVD
JACKSONVILLE FL 32210

ISSUED: 09/15/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1609150000393

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1524573	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

GASKIN, RICHARD CANNON JR
CGC INC
7036 W 12TH ST
JACKSONVILLE FL 32220

ISSUED: 08/21/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1608210000740

Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399-0450

RICK SCOTT
GOVERNOR

MIKE DEW
SECRETARY

June 20, 2017

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

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2018. However, the new application is due **4/30/2018**.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

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

FDOT APPROVED WORK CLASSES:
DRAINAGE, GRADING, GRASSING, SEEDING AND SODDING, MINOR BRIDGES, Grout Filled Mat, Miscellaneous Concrete Paving, Underground Utilities, Rip Rap.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

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

Sincerely,

Alan D. Autry

Alan Autry, Manager
Contracts Administration Office

AA:cj

CONSTRUCTION UNDERWRITERS, INC.
4168 Southpoint Pkwy Ste 305 Jacksonville, FL 32216
(904) 296-3331 Phone (904) 296-1314 Fax

April 4, 2018

Florida Department of Transportation
Contracts Administration Office
605 Suwannee Street, MS-55
Tallahassee, FL 32399

Re: **CGC, INC. - Contractor**

To Whom It May Concern:

It has been our pleasure to provide surety credit for CGC, INC. since their inception. We have never been called upon for a bond, which we have not gladly provided, nor do we anticipate the contractor to undertake any project that we would hesitate to bond because of its size or nature.

Currently, CGC, INC. has surety credit established with Berkley Insurance Company, an AM Best Rated Company of A+, XV, in excess of $25 Million for single projects and an aggregate work program in excess of $50 Million.

We would foresee no problem in providing the necessary 100% performance and payment bonds to CGC, INC. This commitment is contingent upon an acceptable contract to CGC, INC. and Berkley Insurance Company.

We regard this firm as one of the outstanding firms in the construction industry and we feel the principals of CGC, INC. possess broad experience, financial responsibility and high integrity. Without reservation, we highly recommend CGC, INC.

If we can provide any additional information, please do not hesitate to call.

Sincerely,

CONSTRUCTION UNDERWRITERS, INC.

Tom S. Lobrano, IV
TSLIV/tlb

CIVIL | GENERAL

Construction Experience of the principal supervisory construction personnel of CGC, Inc. is a follows:

Individual's Name	Present Position or Office	Type of Work Performed	Years of Construction Experience	In What Capacity
Richard Cannon Gaskin, Jr.	President	Underground Utility, Civil Construction and General Construction	6 years	Project Manager, President
Richard C. Gaskin	Vice President	Underground Utility, Civil Construction and General Construction	32 years	Vice President
Mark Barton	General Superintendent	Underground Utility, Civil Construction and General Construction	28 years	General Superintendent
James O'Steen	Superintendent	Underground Utility, Civil Construction and General Construction	32 years	Superintendent, Operator
Tammy Burkard	Office Manager	Underground Utility, Civil Construction and General Construction	18 years	Office Manager, Admin. Assistant

7036 W. 12th Street / Jacksonville, Florida 32220 / Office (904) 783-4119 Fax (904) 783-3401
Email: office@cgccivil.com
CGC1524573 CUC1225351

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-62
Proposal Approval - Insituform Technologies, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-62

SYNOPSIS: The City of Daytona Beach awarded a contract to Insituform Technologies, LLC for similar work including the relining of the lines that is in effect until July 7, 2018. The contract with Insituform Technologies, LLC and the City of Daytona Beach is available to the City of Fernandina Beach as cooperative purchasing, also known as "piggybacking".

FISCAL IMPACT: Funds are budgeted, approved and available in the Stormwater Improvements Account #470-56300 (Project #18037) in FY 2017/2018.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-62.

Andre Desilet, Stormwater Manager	04/13/2018
Nicole Bednar, Administrative Services Manager	04/19/2018
Dale Martin, City Manager	04/19/2018
Patti Clifford, Comptroller	04/20/2018
Tammi E. Bach, City Attorney	04/20/2018

Submitted By: Nicole Bednar, Administrative Services Manager Date: April 12, 2018

COMMISSION ACTION: Adopt

RESOLUTION 2018-62

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A PROPOSAL FROM INSITUFORM TECHNOLOGIES, LLC IN AN AMOUNT NOT TO EXCEED $60,000 FOR THE REHABILITATION OF STORM SEWER LINES BY WAY OF A PIGGYBACK PURCHASE TO THE CONTRACT WITH THE CITY OF DAYTONA BEACH, FL; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the storm sewer lines in the downtown area of the City of Fernandina Beach have deteriorated and need to be relined with a "Cured-in-Place-Pipe" (CIPP) which is offered by Insituform Technologies, LLC; and

WHEREAS, "CIPP Term Services Contract" 0113-1010 between Insituform Technologies, LLC and the City of Daytona Beach, FL, to perform similar work was executed upon receipt of Request for Proposals; and

WHEREAS, Insituform Technologies, LLC has extended its pricing (including all terms and conditions of the contract with the City of Daytona Beach) to the City of Fernandina Beach in order to expedite the work; and

WHEREAS, funds are budgeted, approved, and available in the Stormwater Improvements Account #470-56300 (Project #18037) in FY 2017/2018.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the proposal from Insituform Technologies, LLC, attached hereto as Exhibit "A", to perform storm sewer line rehab services in an amount not to exceed $60,000 as a piggyback to the agreement with the City of Daytona Beach, attached hereto as Exhibit "B".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to the proposal, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 1st day of May, 2018.

CITY OF FERNANDINA BEACH

_____
John A, Miller
Commissioner-Mayor

ATTEST:

_____
Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:

_____
Tammi E. Bach
City Attorney

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

Insituform
Technologies, LLC

6972 Business Park Blvd.
Jacksonville, Fl. 32256
www.insituform.com

Dave Raymond
Business Development Manager

Phone: (904)465-3267
Fax: (904)292-3198
Email: draymond@aegion.com

10/27/17

ACES ID: AAJA-XCQOUD

Andre Desilet
City of Fernandina Beach – Storm Water Division
1180 S 5th Street
Fernandina, Fl 32034
adesilet@fbfl.org

Re: Ash Street – Storm Water Rehab

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to **The City of Fernandina Beach**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Item	Description	Unit	Qty	Unit Price	Total Price
1	CIPP 16" Storm Water Pipe		720	$68.00	$48,960.00
2	Medium Clean/T.V. 16" Pipe		720	$3.00	$2,160.00
3	Root Removal 16" Pipe		720	$3.20	$2,304.00
4	By-Pass Pumping 16" Pipe		720	$5.00	$3,600.00
5	Flagman		2	$300.00	$600.00
6	Barricade(s)		1	$250.00	$250.00
7	Lane Dividers		1	$15.00	$15.00
8	Mobilization		1	$1500.00	$1500.00
	TOTAL				**$59,389.00**

****This proposal does not include a performance bond***

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the

disposal of inversion water.

3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
   General Liability: $2,000,000 per occurrence/$4,000,000 aggregate
   Auto: $2,000,000 Combined Single Limit
   Workers Compensation: Statutory with $1,000,000 Employer's Liability
   The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.
10. Bypassing of services or laterals.
11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.

15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

1. ITLLC's Proposal is conditioned upon Customer's acceptance of the terms and conditions set forth herein. Customer's ordering of material or services by purchase order or otherwise, shall be treated as Customer's acceptance of such terms and conditions. All terms and conditions in Customer's purchase order or in any other communication to ITLLC, whether submitted previously or subsequently to this Proposal, which are additional to or inconsistent with the terms and conditions of this Proposal are not binding upon ITLLC and shall not be applicable to this Proposal, except to the extent accepted in writing by ITLLC. Any change or amendment to this Proposal, to be binding upon ITLLC, must be accepted in writing by ITLLC.
2. ITLLC has based its Proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this Proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.
3. Specific service connections will be reconnected only when written directions are received from the Customer. The Customer will indemnify and hold ITLLC harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Customer will externally reconnect the service at no cost to ITLLC.
4. This Proposal is valid for 30 days, unless otherwise extended by ITLLC.
5. PAYMENT: Payment is due in full, without exception or retention, within 30 days of the date of the invoice. Monthly partial progress payments may be requested for the value of work in progress or completed, including materials delivered to the Project site. Payments due and unpaid shall bear interest at the rate of 1½ % per month from the date payment is due. Should ITLLC incur costs or expenses to collect monies claimed due hereunder from Customer, Customer shall pay to ITLLC, in addition to all other sums due to ITLLC, attorneys' fees, consultants' costs, and other expenses and costs, including but not limited to litigation and/or arbitration expenses and arbitrator compensation, in connection therewith.
6. ITLLC is not a union shop and shall not be subject to any union requirements or agreements or project labor agreements. On public projects where required, ITLLC will pay prevailing wages as identified by Customer prior to submission of this Proposal.
7. Should ITLLC learn of any information that causes ITLLC concern about Customer's ability to pay and/or perform any of its obligations owing to ITLLC under Proposal, ITLLC has the right to request Customer to provide ITLLC adequate assurance of due performance on such terms as are deemed reasonable by ITLLC when acting in good faith, including the right to await full or partial payment from Customer as required by ITLLC. In such an instance, ITLLC may suspend its performance pending ITLLC's receipt of adequate assurance of due payment and/or performance in a manner found acceptable by ITLLC.
8. ITLLC shall not be responsible for any inability to perform under this Proposal or for any loss or damage due to delays or disruptions resulting directly or indirectly from, or contributed to by, any act of God, action or omission of Customer, act of civil or military authorities, fire, strike or other labor dispute, accident, flood, adverse weather, war, riot, terrorism, transportation delay, inability to obtain material or fuel supplies, or any other circumstances beyond ITLLC's reasonable control, whether similar or dissimilar to any of the foregoing. If ITLLC crews are delayed on site for reasons beyond the control of ITLLC, then ITLLC's standby time will be invoiced to Customer at an hourly rate of **$1,200** per hour.

9. Claims for Changed, Concealed or Unknown Conditions: If conditions are encountered at the site which are (1) materially changed; (2) subsurface or otherwise concealed physical conditions which differ materially from the information upon which this Proposal is based or (3) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for herein, then the Proposal Price and Time shall be equitably adjusted to address the conditions, where prior written notification and approval of claims exist.
10. LIMITED WARRANTY: ITLLC WARRANTS TO CORRECT ANY DEFECT IN THE MATERIALS OR SERVICES PROVIDED BY ITLLC WHICH ARE BROUGHT TO THE ATTENTION OF ITLLC IN WRITING WITHIN ONE YEAR FOLLOWING COMPLETION OF ITLLC'S WORK, PROVIDED CUSTOMER AFFORDS ITLLC SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
11. Except for the express warranty forming a part of this Proposal, ITLLC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY. ITLLC'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, IS LIMITED TO THAT PERMITTED UNDER THIS PROPOSAL, ITLLC Shall NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST TIME, DELAY, DISRUPTION, INTERFERENCE, LOSS OF PRODUCTIVITY, INCONVENIENCE, LOST INCOME, OR LOST PROFITS.
12. This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance herewith through no fault of the party initiating the termination.
13. The terms and conditions of this Proposal form the entire agreement between the parties. All other terms, proposals, negotiations, representations, recommendations, statements or agreements, whether made or issued contemporaneously or previously, are excluded from and are not a part of this Proposal, and have no binding or enforceable effect. This Proposal, if accepted, shall be binding on the parties and their respective successors and assigns.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Dave Raymond

Dave Raymond
Business Development Manager

Accepted By:_____ Date: _____
(signed)

_____ Title: _____
(print name)

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY

RESOLUTION NO. 13-168

A RESOLUTION APPROVING A CONTRACT WITH INSITUFORM TECHNOLOGIES, INC., FOR CONTINUING CURED-IN-PLACE PIPE (CIPP) REHABILITATION SERVICES FOR A TERM OF ONE YEAR WITH FOUR ONE-YEAR RENEWAL OPTIONS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT WITH INSITUFORM TECHNOLOGIES, INC.; AUTHORIZING THE EXPENDITURE OF AN AMOUNT UP TO $374,000 FOR WORK UNDER THE CONTRACT; AUTHORIZING THE CITY MANAGER TO EXERCISE THE RENEWAL OPTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued a Request for Proposals for Continuing Cured-In-Place Pipe (CIPP) Rehabilitation Service; and

WHEREAS, the City Manager or his designee has reviewed proposals submitted for the services; and

WHEREAS, the Interim Utilities Director recommends acceptance of the proposal submitted by Insituform Technologies, Inc.; and

WHEREAS, the Chief Financial Officer has submitted a Sufficiency of Funds Certificate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH, FLORIDA:

SECTION 1. The proposal submitted by Insituform Technologies, Inc., for Continuing Cured-In-Place Pipe (CIPP) Rehabilitation Services for a term of one year with four one-year options to renew is hereby accepted.

CIPP TERM SERVICES CONTRACT
0113-1010

The Parties to this Term Services Contract (hereinafter, this "Contract") are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and Insituform Technologies, LLC, a foreign limited liability company authorized to do business in the State of Florida ("CONTRACTOR").

In consideration of the mutual covenants herein contained, the Parties agree as follows, effective upon the first date on which both Parties have signed as referenced below (the "Effective Date"):

Section 1 Scope of Services. CONTRACTOR will provide Cured-in-Place Pipe Rehabilitation services as further described in the Scope of Work, attached hereto and incorporated herein as Exhibit A, to the CITY from time to time at the direction of the CITY during the Term of this Contract.

Unless approved in advance by a change order properly issued in accordance with applicable CITY ordinances and policies, CONTRACTOR shall not be compensated for the performance of any services not described in Exhibit A.

Performance by the CONTRACTOR is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Where no explicit quality or standards for materials or workmanship are established for the Work, the Work is to be of good quality for the intended use and consistent with the quality of surrounding Work which conforms to the requirements of the Contract Documents and to the standards for construction of the Project generally.

Section 2. Term; Renewal. The Term of this Contract is one year, commencing on the Effective Date. Any purchase order entered into prior to the expiration of the Term will remain valid. The Parties may by mutual agreement extend the Contract for up to four Terms of one year each.

Section 3. Work Authorizations. This Contract, in and of itself, does not require the CONTRACTOR to perform any Work or provide payment for Work performed by the CONTRACTOR. No Work will be performed under this Contract, and no payment obligation will arise for performance of such Work, except when specifically authorized by a work authorization issued by the CITY in accordance with this Contract and the CITY's procurement policies.

For purposes herein, a work authorization is an agreed-upon document describing the specific Project to be performed, the estimated Project Sum, Project Time, and any additional terms and conditions that the CITY may provide, such as whether the City will require retainge from progress payments, consistent with the terms and conditions of this Contract. A work authorization may be in the form of a mutually executed contract document, or may consist of a CITY-issued purchase order that accepts and incorporates by reference CONTRACTOR's dated, signed written quotation.

Section 4. Compensation. Subject to the terms herein, the not to exceed Project Sum will be set forth in each work authorization, and will be based on the Unit Price Schedule, attached hereto and incorporated herein as Exhibit B. In each instance the Project Sum represents the CONTRACTOR's sole compensation from the CITY for performance of the Work described in the work authorization. The CITY has the right to require retainage of the Project Sum.

Exhibit B includes a procedure and criteria for adjusting the Unit Prices described therein.

Section 5. Payment and Performance Bonds. The CONTRACTOR will provide payment and performance bonds for any specific work authorization, the cost of which equals or exceeds $100,000. In each instance, these bonds will equal 100% of the cost of the work referenced in the work authorization.

The surety company executing the bonds must be authorized to do business in the State of Florida, and must be listed by the United States Treasury Department as being approved for writing bonds for federal projects on its current list in an amount not less than the required bond amount. The form of the bond must be approved by the CITY and must be accompanied by sufficient evidence of the authority of the issuing agent. The bonds must otherwise comply with the requirements of F.S. § 255.05.

In lieu of the required bonds, the CONTRACTOR may provide an alternative form of security as specified in F.S. § 255.05(7) upon the CITY's approval.

Any bonds used to comply with this Section must be in the form provided by the CITY; and prior to commencing construction pursuant to a specific work authorization the successful bidder must have the bonds fully executed and recorded and provide the CITY certified copies must of the recorded documents.

Section 6. Indemnification. CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, and agents, including subcontractors, suppliers, and other persons employed or utilized by the CONTRACTOR in the performance of this Contract.

The CONTRACTOR indemnifies the CITY against any claim of supplier's or subcontractor's lien (in cases where such payment is not already guaranteed by payment bond). If any claim or lien remains unsatisfied after all payments are made, the CONTRACTOR must refund to the CITY all monies that the latter may be compelled to pay in discharging such a lien.

Section 7. Insurance.

(a) **Required Insurance.** The CONTRACTOR shall purchase and maintain, at its own expense, the following types and amounts of insurance, primary and non-contributory with the CITY's own insurance, in form and companies satisfactory to the CITY:

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than $500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) Liability Insurance, including **(i) Commercial general liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and **(ii) Automobile Liability Insurance**, which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Consultant in the performance of this Contract.

THE GENERAL LIABILITY INSURANCE POLICY SHALL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy shall be a combined single limit for bodily injury and property damage of no less than $1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than $2,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, CONTRACTOR agrees that the insurer shall waive its rights of subrogation, if any, against the CITY on each of the foregoing types of required insurance coverage.

(b) Subcontractors' Insurance. Each of CONTRACTOR's subcontractors will be required to provide insurance in substantially similar form to the insurance required of CONTRACTOR above.

(c) Proof of Insurance. CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and will contain the following language as to cancellation:

> "In the event of cancellation of this policy by the insurer or any insured, this Company will give not less than 30 days advance written notice to:
>
> Risk Manager
> The City of Daytona Beach
> P.O. Box 2451
> Daytona Beach, Florida 32115-2451"

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(d) Cancellation and Replacement. The CONTRACTOR shall file replacement certificates 30 days prior to expiration or termination of any required insurance occurring prior to the acceptance of the work by the CITY. If such insurance terminates without CONTRACTOR's prior knowledge, CONTRACTOR shall notify the CITY Immediately upon becoming aware of such termination. CONTRACTOR shall send written notice to the Risk Manager at the address above.

The CITY reserves the right to suspend CONTRACTOR's work until such insurance has been replaced, or to obtain replacement insurance at CONTRACTOR's sole cost.

(e) Termination of Insurance. The CONTRACTOR will not cancel required insurance until all work is completed and accepted by the CITY, and CONTRACTOR has received written notification from the Risk Manager that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Manager will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(f) Risk Manager. All references herein to the "Risk Manager" shall mean the Risk Manager for the CITY or the Risk Manager's designee.

(g) Liabilities not limited. The liabilities of the CONTRACTOR under this Contract will not be reduced or otherwise limited by the types or limits in insurance required herein, by the existence of such insurance, or by any expiration or termination of required insurance.

Section 8. Notices. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:

Shannon Ponitz, PE
Utilities Engineering Manager
125 Basin Street, Suite 130
Daytona Beach, FL 32114-5090

To CONTRACTOR:

Diane Partridge
Contracting & Attesting Officer
17999 Edison Avenue
Chesterfield, MO 63005

Either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 9. Contract Documents. This Contract incorporates the following Exhibits, in addition to each work authorization (hereinafter collectively, the "Contract" or "Contract Documents"):

Exhibit A - Scope of Work
Exhibit B - Unit Price Schedule
Exhibit C - General Conditions
Exhibit D - CITY's RFP and CONTRACTOR's proposal

Exhibits A through C are attached; Exhibit D is not attached but will remain on file in the Office of the City Clerk for the City.

In case of conflicts between this Contract and any of the Exhibits, this Contract will govern, In case of conflict among the Exhibits, they will have the priority in which they are listed above.

The Contract Documents are intended to include all information necessary for CONTRACTOR's proper prosecution and timely completion of the Work for each Project authorized. CONTRACTOR will prosecute the Work as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complementary, and what is required by one will be as binding as if required by all.

Section 10. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment will be permitted without the CITY's written approval. No subcontracting of the CIIP lining will be permitted without the CITY's written approval. As a condition of granting approval in either instance, the CITY reserves the right, to impose PROGRESS PAYMENT AND retainage requirements on all payments that may come due after the date of approval. In such instance, retainage will be governed by the General Conditions.

(c) Limitation on Waivers. Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

(d) Truth in Negotiations Certificate. CONTRACTOR hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of CONTRACTOR'S services under this Contract.

(f) Contingency Fee. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company,

corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONTRACTOR agrees to comply with all local, state and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate.

(i) Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. In case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. In the event that fire, riots or civil commotion, acts of government or government immobility (whether federal, state or local) war, acts of God or contingencies beyond the reasonable control of a Party (hereinafter, "force majeure event") interfere with or prevent the fulfillment by such Party of its obligations hereunder, such obligations will be suspended until such time as such contingency or contingencies have terminated. Each Party will promptly notify the other upon becoming aware that any such contingency or contingencies have occurred or are likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) Authority to Bind CONTRACTOR. The undersigned representative of CONTRACTOR represents and warrants the he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.

(n) Integration. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

By: _____
Derrick L Henry, Mayor

Attest: _____
Jennifer L. Thomas, City Clerk

Date: July 17, 2013

Approved as to legal form:

By: _____
Marie Hartman, City Attorney

CONTRACTOR

By: _____

Printed Name: Diane Partridge

Title: Contracting and Attesting Officer

Date: June 12, 2013

INSITUFORM TECHNOLOGIES, LLC
Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company, hereby certifies that:

1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

   Appointments by the President. The President of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed H. Douglas Thomas, Vice President – Global Procurement/Operations Support, and has appointed Joann Smith, Denise L. Carroll, Debra Jasper, Jana Lause and Diane Partridge as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 22nd day of February, 2013.

INSITUFORM TECHNOLOGIES, LLC

By: Tod O'Donoghue

Tod O'Donoghue
Assistant Secretary

EXHIBIT A: Scope of Services

I. General

The Scope of Work is professional Cured In Place Pipe (CIPP) rehabilitation services for sanitary sewer gravity mains and oval and round stormwater mains (8" – 72" diameter) on a continuing annual contract basis.

II. Summary of Work

The CONTRACTOR shall provide all work required for a completed project including but not necessarily limited to labor, supervision, traffic control, materials, equipment, installation, onsite material test samples showing compliance with manufacturer's recommended material, handling and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains and oval and round stormwater mains with resin impregnated cured-in-place pipe (CIPP) in accordance with American Society for Testing and Materials (ASTM) standard F 1216-09 and all applicable CITY, manufacturer and industry preferred standards. The CONTRACTOR shall provide professional experienced advice to CITY on the most cost-effective and efficient approach to resolve all challenges encountered during the performance of the work. Work assigned under this contract may include, but is not limited to, the following types of projects:

- Stormwater main and sanitary sewer main cleaning
- Stormwater main and sanitary sewer main pre- and post- work video inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Erosion and sediment control
- Site restoration

III. Product Performance

Standard lining products are intended to have a 50-year design life and in order to minimize CITY's risk, only proven products with substantial successful long-term track records will be approved. Proposed products must meet or exceed ALL of the following criteria to be deemed commercially viable and acceptable to the CITY.

For a product to be considered commercially proven, a minimum of 1,000,000 linear feet of successful sanitary sewer system installations in the United States must be documented to the satisfaction of the CITY to assure commercial viability. In addition, at least 300,000 linear feet of 8" through 18" and 300,000 linear feet larger than 18" of the product shall have been in successful sanitary sewer service within the State of Florida for a minimum of five (5) years. Also, a minimum of 900,000 linear feet of successful stormwater main

system installations in the United States must be documented to the satisfaction of the CITY to assure commercial viability and at least 300,000 linear feet (15" or larger) of the product shall have been in successful stormwater service within the State of Florida for a minimum of five (5) years.

CONTRACTOR shall provide a reference list with the proposal to document this requirement. Reference list shall include name/address of company/municipality within the State of Florida; contact name; telephone number; and date of installation. If the CONTRACTOR has installed the product for the CITY, the CONTRACTOR must include the CITY as a reference. References for product use in coastal communities are preferred.

IV. Equipment/Vehicles

All CONTRACTOR/sub-contractor equipment shall be sufficient in size and number for work to be performed in a timely manner under this contract. All CONTRACTOR/sub-contractor equipment shall be maintained in good operating condition. The CITY reserves the right to reject any equipment deemed unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the CONTRACTOR/sub-contractor to replace rejected equipment in a timely manner and at no cost to the CITY. All equipment shall be equipped at a minimum with manufacturer's recommended sound muffling devices that will reduce noise levels to the State or Federal acceptable limit for residential neighborhoods.

V. Materials

A. All materials specified by name, brand or manufacturer shall be delivered to the job site in original containers. CONTRACTOR shall obtain printed instruction and special bulletins for the manufacturer-recommended safety precautions. CONTRACTOR/sub-contractor personnel will have copies of the manufacturer-recommended safety precautions available at the work site to ensure all work is performed in a safe manner.

B. The CITY requires that the CONTRACTOR use potable water from the CITY for the project. A construction hydrant water meter must be obtained and all appropriate fees paid prior to the start of work. The CONTRACTOR will be responsible for paying for all potable water used at standard CITY rates.

VI. CONTRACTOR Responsibilities

A. Backflow Prevention: The CITY requires that an approved backflow prevention device be properly installed in-line to the fresh water fill line of all jetting and/or vacuum equipment

B. Staffing: The CONTRACTOR shall employ adequate staff to perform the services required. Staff should include: Project Representative, Project Manager, Field Supervisor and Senior Foreman. Staff shall be proficient and experienced in all phases of services mentioned.

C. Site Assessment: The CONTRACTOR shall visit each site to assess site conditions including confirmation of the actual footage, material type and diameters and incorporate those findings in their initial cost and work proposal.

D. Vehicle Identification: The CONTRACTOR shall ensure that employee's vehicles display company logo on the side doors and company phone numbers. No personal

vehicles are to be parked at the job site.

E. License and Confined Space: The CONTRACTOR shall be a licensed CONTRACTOR for the provision of these services in the State of Florida with full service offices in the State of Florida for the provision these services. The CONTRACTOR shall be certified in confined space entry and traffic control per OSHA requirements.

F. Cleaning of Stormwater Main and Sewer Lines: The CONTRACTOR shall remove and properly dispose of all debris from the inside of stormwater main and/or sewer lines and provide a sufficiently dry interior environment that will not interfere with the installation's expected working life of a durable CIPP liner per the manufacturer's requirements.

G. Bypassing Stormwater and Sewage: The CONTRACTOR shall provide for the flow of stormwater and sewage around the sections of pipe designated for reconstruction. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The pump(s) and bypass lines shall be of adequate capacity and size to handle the average daily flow. Backup bypass pump(s) of adequate size and capabilities shall be on site at all times of by-pass pumping. The CONTRACTOR shall be responsible for all traffic control during operations and bypass pumping. The cost for traffic control will be included in the overall cost of the project.

H. TV & Inspection of Pipelines: Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipeline and it shall be noted so that these conditions can be corrected. The CONTRACTOR shall review all questionable host pipe areas with the CITY and provide advice on remedies to correct them. A video and suitable log shall be kept for later reference by the CITY. Post-construction inspection and video DVD and log shall be performed by the CONTRACTOR and submitted to the CITY. All video inspection shall be witnessed by a CITY representative as it is being performed.

I. Manhole/Liner Interface: It shall be the responsibility of the CONTRACTOR to make a watertight seal at the interface where the liner/host pipe meets the manhole or other attachment point.

J. Service Reconnection: Service reconnection refers to the reinstatement of the house service connection at the sewer main after the installation of trenchless pipe reconnection system. This will be accomplished from within the sewer main via a remote controlled cutting device.

K. Service with Pressure Grouting: Service wye to be pressure grouted after mainline has been rehabilitated and service line re-instated. A non-shrinking chemical grout is to be used (Avanti 118/101 or Cues Quickseal 105 are acceptable). The CONTRACTOR shall provide trenchless reconstruction of service laterals and main line sewers. The CONTRACTOR shall have the capability of performing services which include televised inspection, data collection, system flow analysis, and pipeline reconstruction.

L. Safety and Worksite Control: The CONTRACTOR shall provide services that include

safety measures for both their workers and the public. The CONTRACTOR shall be completely responsible for the control of the environment of the work site during on-site operations including implementation, operation, maintenance and tear down of traffic control systems. All precautions shall be taken by the selected CONTRACTOR to protect the workers, public and CITY staff from the exposure to harmful or hazardous situations and substances within the stormwater and sewer systems.

M. Waste Materials: The CONTRACTOR shall be responsible for the disposal of all waste materials and shall transport waste materials to the nearest CITY Wastewater Treatment Plant for processing. CITY shall approve all waste material disposal schedules. The selected CONTRACTOR shall be responsible for all waste material spills and clean-up in the loading, hauling and unloading of the CONTRACTOR's equipment.

The CONTRACTOR shall be responsible for conforming to any and all requirements regarding hauling and disposal of waste from each work site in accordance with OSHA regulations and those that may be mandated by federal, state or local governments. The CONTRACTOR shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3, Florida Administrative Code, as may be amended from time to time.

N. Curing Water: The CONTRACTOR shall be responsible for all costs associated with disposal of curing water in accordance with CITY, State and Federal regulations.

O. Backflow Prevention / TV Inspection Report: The CONTRACTOR shall prepare and submit a report of each TV inspection and analysis to the CITY for review. The CITY shall consult with the CONTACTOR and finalize the scope of work.

P. Schedule Coordination: The CONTRACTOR shall inform the CITY of its planned work schedules two weeks in advance of performing the work and provide the CITY reasonable opportunity to observe and inspect the work. The CITY will be advised of all schedule changes and notified when a work site is to be left for a 24-hour period when work is not complete.

VII. CONTRACTOR / Sub-contractor Employee Conduct and Appearance

A. Conduct:

1. CONTRACTOR and sub-contractors shall follow all applicable industry standards, federal, state, and local laws/ordinances as related to described work.
2. All on-site employees shall have current confined space entry certification.
3. Any CONTRACTOR or sub-contractor employee reporting to a work site under the influence and/or smelling of alcohol will not be allowed to stay at the work site. CONTRACTOR shall be responsible for immediate replacement of the employee in a timely manner and at no cost to the CITY.
4. It shall be the sole responsibility of the CONTRACTOR/sub-contractor to provide trained supervision at the work site to ensure work is performed in a safe manner.
5. Any damage resulting from the negligence of CONTRACTOR or sub-contractor employee(s) to CITY property or equipment shall be corrected by the

CONTRACTOR in a timely manner, to the CITY's satisfaction and at the CONTRACTOR's sole expense.

B. Appearance:

1. CONTRACTOR and sub-contractor employees assigned to work under this contract will have an appearance that is neat and clean.

2. CONTRACTOR and sub-contractor employees shall, at minimum, wear a work shirt identifying their company name.

3. Licenses/Permits: It shall be the responsibility of the CONTRACTOR to obtain all necessary municipal and other governmental licenses/permits and approvals or consent from utilities or carriers such as communications companies, electric utilities, gas utilities and/or other persons/organizations upon whose property or authority performance of work under the contract might impinge.

VIII. Scope of Work General Stormwater and Sanitary Sewer Main Lining

Oval stormwater mains shall be compensated for at the unit cost for the round pipe diameter that meets or exceeds the oval pipe's square feet of flow-way area opening. Individual item quantities may be adjusted at the sole discretion of the City if necessary to compensate for unique project and site conditions.

A. Stormwater main and Sanitary Sewer Cleaning

Scope: Work performed under this section includes removal and disposal of all dirt, roots, grease, solids, or semi-solids from stormwater mains, sanitary sewer mains and manholes as indicated on the drawings and as specified herein to the extent that video inspection, flow isolation, and manhole inspection can be performed.

1. Quality Assurance: Cleaning operations shall be conducted by experienced personnel who have previously been engaged in cleaning operations of similar size and complexity to the work described herein. Cleaning experience in coastal community systems is preferred. A CONTRACTOR conducting cleaning operations on existing stormwater main and sewer lines shall have four (4) years experience in cleaning existing stormwater main and sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet of each within the past two (2) years. The CONTRACTOR conducting cleaning operations on new stormwater main and sewer lines shall have four (4) years cleaning experience in cleaning new stormwater main and sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet of each within the past two (2) years

2. Submittals:

   a. The CONTRACTOR shall submit a Cleaning Log in a format acceptable to the CITY for the purposes of recording pertinent information relative to the stormwater main and sanitary sewer structures being cleaned.

   b. Material Safety Data Sheets (MSDS) submittals shall be made for all chemical cleaning agent proposed for use under this contract.

B. **Products:** The equipment selected for cleaning shall be capable of removing all accumulated dirt, sand, grease, rocks and other deleterious materials and obstructions from the sanitary sewer mains and the oval and round stormwater mains. All equipment used for cleaning operations shall be designed and intended to do the type of work which is specified. When at all possible, the equipment shall be a self-contained unit to handle all operations. The equipment used shall be the product of a manufacturer actively engaged in the research, development and manufacturing of said equipment. Any violations of these specifications may be grounds for removal of the equipment and replacement with equipment meeting these specifications, at no additional cost to the CITY.

1. High Velocity Cleaning Equipment: All high velocity hydraulic sewer cleaning equipment shall be truck mounted. The equipment shall have a minimum of 500 feet of ¾ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 30 GPM at a minimum working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action from 15° to 45° in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own 1200 gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the CITY, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated aboveground.

2. Hydraulically Propelled Cleaning Equipment: Hydraulically propelled cleaning equipment used shall be a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the storm or sewer systems. Storm/Sewer cleaning balls or other such equipment which cannot be collapsed instantly to provide an immediate unobstructed flow-way during emergency conditions will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of the grease or obstruction.

3. Mechanical Cleaning Equipment: Bucket machines shall be in pairs with each machine powered by a minimum of a 16 horsepower engine to ensure sufficient pulling power. Each machine shall be equipped with a two speed transmission and shall be able to pull at rates of 175 feet per minute in high speed. The belt clutch gear reduction shall be a combination of approximately 83 to 1 reduction in low speed and 55 to 1 in high speed. The power rodding machine shall be of a "continuous rod" type capable of holding a minimum of 750 feet of rod. The machine and rod shall be specially treated steel, designed for the purpose intended. The machine shall have a positive rod drive and product a 2,000 pound rod pull. To ensure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve. The final pass shall be with a brush large enough to assure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism

properly sized. All electrical drops required by the CONTRACTOR shall be arranged by the CONTRACTOR.

4. Capture and Removal of Debris: The CONTRACTOR shall furnish equipment, either specialized or standard in the industry, for the purpose of preventing debris from being washed past the manhole downstream of the line segment being cleaned, and for removing the debris from the manhole before any damage is caused to the system performance and or system equipment such as pump/lift stations, check valves, flow-ways, etc. The cost of all system down-time and repairs to restore operational status resulting from construction debris damage that in the CITY's opinion was reasonably preventable will be borne by the CONTRACTOR's.

5. Water Metering Requirements: The CITY shall provide access to water via fire hydrants for cleaning, inversion and other work items requiring water. All costs incurred in obtaining and delivering the potable water shall be borne by the CONTRACTOR. Only potable water shall be used for this work.

C. **Execution:**

1. General: It is the intent of these specifications to provide a basis by which a stormwater main or sanitary sewer line can be cleaned of all debris so that further work can be carried out. The designated stormwater main and/or sanitary sewer lines shall be cleaned using high velocity, hydraulically propelled or mechanically powered sewer cleaning equipment as specified. Selection of the equipment used shall be based on the condition of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the CITY. Cleaning of stormwater main or sewer lines shall be accomplished by trapping and collecting all sand, debris, grease and other materials at the next manhole downstream of the line being cleaned, and removal and proper disposal of said materials. The cleaning operations may also provide a means by which the stormwater main or sewer line can be threaded, i.e., a cable inserted in the line so that the television camera may be pulled through. Once a section of pipe has been televised and accepted as complete, no cleaning of sections upstream shall be allowed.

2. Site Visit:

   a. The CONTRACTOR shall be responsible for conducting a physical reconnaissance of the area to be cleaned in order to verify the location of known and/or accepted manholes.
   b. The CONTRACTOR shall utilize a magnetic locator to attempt to identify the location of buried manhole covers and notify the CITY representative so that CITY personnel can excavate and bring the manhole up to grade prior to cleaning. Under no circumstances shall the CONTRACTOR excavate buried manholes without prior written authorization from the CITY.

D. **Hydraulic Cleaning Methodology:**

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the stormwater main or sewer line by means of water pumped into the line at a high velocity. This shall be accomplished using approved equipment to deliver water to a self-propelled nozzle to do the

necessary cleaning and flushing. As many passes as necessary shall be made to sufficiently clean the stormwater main or sewer line. Satisfactory precautions shall be taken to protect the stormwater main or sewer line from damage that might be inflicted by the improper use of cleaning equipment.

2. Hydraulically Propelled Methodology: Whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools which retard the flow of water in the stormwater main or sewer line are used, precautions shall be taken to ensure that the water does not cause damage of flooding to the public or private property being served by the manhole section involved.

3. Capture and Removal of Debris: When hydraulic cleaning equipment is used, a suitable weir or dam shall be constructed in the downstream manhole in such a manner that both the solids and water shall be trapped. This trapped solution shall then be pumped, using a method approved by the CITY, from the manhole into a retention chamber aboveground. The retention chamber shall contain not less than two baffles to insure complete settlement of the solids before returning the liquid to the stormwater main or sewer line.

E. **Mechanical Cleaning Methodology:**

1. Rodding: Cleaning shall be with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch.

2. Bucket Machine: Removal of all solids, materials and other debris shall be by means of a clam-shell type bucket and/or other appliances dragged through the stormwater main or sewer line with power winches of suitable size and horsepower.

3. Supplemental Cleaning: After all material has been removed by mechanical cleaning, a minimum of one pass using hydraulic cleaning methods shall be performed to ensure complete removal of material from the walls of the pipe. Any damage to pipes will be repaired.

4. Capture and Removal of Debris: When mechanical cleaning equipment is used, debris captured in the downstream manhole shall be removed in a manner approved in writing by the CITY, or as described above.

F. **Special Cleaning Requirements for Cast Iron Pipe:** After cleaning pipe of normal sewage deposits such as sand and grease by methods above, the pipe shall be cleansed of tuberculation, including rust build-up and mineral deposits. For pipe diameters greater than 24-inch, the CONTRACTOR may choose any equipment necessary to remove the tuberculation, such as a "pig" or rodder; however, no equipment shall be used which may damage the pipe, manholes, street or downstream pump stations. For pipe diameters less than or equal to 24-inch, all tuberculations shall be removed using a high pressure water blaster capable of delivering a minimum of 40 gallons per minute at a pressure of 10,000 psi. Where practical, the line shall be proofed by pulling a slip lining pulling head for the size of the pipe involved through the pipe to insure that no restrictions remain. The

CONTRACTOR may choose a similar proofing device if deemed acceptable, in writing, by CITY.

G. **Sanitary Sewer Manhole Modifications:** Any modifications to manholes to facilitate cleaning shall be the CONTRACTOR's responsibility and shall be subject to written approval by the CITY. CONTRACTOR shall salvage and reuse all manhole covers and rings that are removed during sewer line and manhole rehabilitation.

H. **Material Removal and Cleanup:**

1. Material Removal: All sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted. Under no circumstances will the CONTRACTOR be allowed to accumulate debris, sand, etc., on the site of work beyond the time limit approved by the CITY, except in totally enclosed containers, and only with the prior written approval of the CITY. All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of at a location approved by the CITY.

2. Root Removal: All roots shall be removed. Special attention shall be given during the cleaning operation to assure complete removal of roots from joints in lines and manholes. Chemical root treatment may be used at the option of the CONTRACTOR.

   When chemicals are used to aid in removal of roots, the chemical shall be EPA registered and labeled for use in sewer lines and manholes and in compliance with all applicable CITY, State and Federal regulations. All material and mixing/application procedures for chemical root treatment shall be consistent with the latest standards, requirements and recommendations of the manufacturer of the chemical root treatment material used. The CONTRACTOR shall protect waterways, ponds and other water bodies from chemical contamination.

I. **Degree of Cleaning**: All dirt, debris, roots and other solid and liquid materials shall be removed from the sections of stormwater system or sewer system being cleaned to the extent that closed circuit television inspection can be performed. Light cleaning only shall be conducted on all new stormwater main and sanitary sewer main. When by CITY and CONTRACTOR prior inspection and agreement it is determined that extraordinary work and materials are required for the CONTRACTOR to temporarily halt the infiltration of groundwater by de-watering system means, the cost shall be included as an increase in the quantity used for the cleaning item. A CITY representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning shall be defined as follows:

1. Light Cleaning: The removal of ¼ pipe diameter depth or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item.

2. Medium Cleaning: The removal of greater than ¼ and up to and including ½ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item.

3. Heavy Cleaning: The removal of greater than ½ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item

J. **Manhole Clean-up**: Clean-up operations shall consist of cleaning all debris out of the manhole and off the ground around the manhole. Debris Disposal: All debris removed from the stormwater system and sanitary sewer system shall be disposed of properly off site in areas provided by the CONTRACTOR and at the expense of the CONTRACTOR. Transportation of debris or other material by the CONTRACTOR shall be done in vehicles or equipment which contain the debris or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. Should mishaps occur for any reason, the CONTRACTOR shall be responsible for cleaning up any debris or other material to the satisfaction of the CITY or other authorities having jurisdiction. All vehicles transporting debris or other material shall not exceed the maximum allowable load limits of any road being used.

K. **Restoration:** The CONTRACTOR shall be responsible for damage to public and/or private property which occurs as a direct result of the cleaning operations. The cost of restoring any damaged area to conditions prior to cleaning shall be borne by the CONTRACTOR.

L. **Additional Cleaning:** Should subsequent video inspection of cleaned stormwater main or sewers reveal that additional cleaning is required; the CONTRACTOR shall re-clean the line at no additional expense to the CITY. Any additional video inspection or re-setup of video equipment required due to re-cleaning shall be at no additional expense to the CITY.

M. **Pre- and Post-Work Inspections**

Prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work, the stormwater main or sewer lines shall be videoed under the direct supervision of a CITY representative. A CITY representative must be on site during the entire inspection procedure period. If video inspection is performed without a CITY representative present, the video will not be accepted by the CITY and must be re-done in the presence of a CITY representative. One (1) copy of the DVD video and associated video logs shall be submitted to the CITY prior to scheduling the post-cleaning and final inspections. If defects or problems are observed on the video, CONTRACTOR shall meet with CITY staff to determine the acceptable method of repair. All work involved with repair or to correct the noted deficiencies shall be at no cost to the CITY.

Television inspection is mandatory and required to be provided by the CONTRACTOR on all stormwater main and sewer mains that CIPP work has been done through this contract. Only pan and tilt type cameras will be allowed. Two (2) copies each of the written report and DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality shall be provided to the CITY at the time of the inspection. This shall be a color video with good clarity. No black and white or poor quality videos will be accepted. Television inspection shall be scheduled a minimum of seventy-two (72) hours in advance and a CITY representative is required to be on-site during entire length of each television inspection; otherwise the television inspection will be

deemed invalid. Prior to televised work, all lines shall be cleaned in accordance with Technical Specifications.

N. Maintenance of Traffic (MOT)

CONTRACTOR shall furnish all traffic control in accordance with the Florida Department of Transportation (FDOT) specifications as outlined in the "DESIGN Standards for Design , Construction, Maintenance and Utility Operations on the State Highway System" (latest edition) and the United States Department of Transportation/Federal Highway Administration (USDOT/FHWA) "Manual on Uniform Traffic Control Devices" (latest edition) for all aspects of assigned work.

CONTRACTOR shall perform all construction activity so that access to businesses can be maintained at all times and access to occupied homes can be maintained during non-working hours. Prior to access blockage, written notice will be given to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the CITY.

The CONTRACTOR shall maintain at least one lane of vehicular traffic at all times. The CONTRACTOR shall also provide safety barricades, business entrance signage and flag persons as required to properly maintain traffic flow. The CONTRACTOR shall prepare and submit a traffic maintenance plan for approval by the CITY prior to the start of work if directed by the CITY. All work, materials and costs required for completed traffic control shall be included in the unit cost of the traffic control pay items in the pricing sheet.

O. Locates

CONTRACTOR is responsible for all utility locates.

P. **Isolation and Bypass Operations**

1. CONTRACTOR shall provide all isolation and bypass operations: The CONTRACTOR's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system and stormwater main users while maintenance or construction operations (including rehabilitation, repair or replacement) are being performed on the segment(s) being bypassed and/or from which flow is being diverted by:

    a. Ensuring that bypass and diversion pumps are adequately fueled, lubricated and maintained.

    b. Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.

    c. Ensure an emergency backup plan is smoothly implemented in the event of system failure.

    d. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, stormwater mains and waterways while flow bypass or diversion pumping takes place, and

e. Ensuring that installation, startup and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.

2. Flow bypass and diversion pumping shall be done in such a manner so as not to damage private or public property, or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the wastewater collection system. After the work is completed, flow shall be returned to the sewer and all temporary equipment removed. The pumped storm water shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the stormwater system. After the work is completed, flow shall be returned to the stormwater mains and all temporary equipment removed.

3. When pumps are operating, an experienced bypass/diversion pump maintenance operator/mechanic and/or deputy shall continuously be on site to monitor the operation of the entire bypass/diversion system. The operator/mechanic shall comprehensively, methodically and continuously:

   a. Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels

   b. Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs and all other flow control devices are working effectively and according to plan.

   c. Check the integrity of hoses and couplings along the entire bypass/diversion system.

   d. Monitor lubrication levels and top off as necessary

   e. Facilitate minor repairs as required

   f. Report to CITY on problems arising.

4. The CONTRACTOR shall be solely responsible for planning and executing sewer flow control, bypass and diversion pumping operations. The CONTRACTOR shall be entirely liable for damages to private or public property that may result from his/her operations and for all cleanup, disinfection, damages, and resultant fines in the event of spillage, flooding or overflow.

5. In the event of accidental overflow or spillage, the CONTRACTOR shall immediately stop the overflow and take action to clean up and disinfect the spillage. The CITY shall be notified immediately and in any event not less than twenty-four (24) hours following the occurrence.

   Should fines be subsequently imposed as a direct result of the overflow or spillage and the CONTRACTOR is deemed to be entirely responsible, the CONTRACTOR shall pay such fines as are imposed by the authorities. The CITY shall pay no fine(s) where it is shown the CONTRACTOR was entirely responsible for any overflow or spillage.

6. Once by-pass pumping is underway at any given site, work shall be completed as efficiently as possible without interruption.

7. The level of noise emitted from pumps must be within local regulations/ordinance parameters

Q. Work Integration

1. Hours of Operation: All work will be conducted during CITY acceptable work hours (typically 7:30 a.m. to 6:00 p.m.), Monday through Friday with the exception of CITY-observed events or holidays, unless circumstances prevent such scheduling. Such circumstances may include, but are not limited to, structures with high peak flows, significant negative impact on business or schools or excessive pedestrian and vehicular traffic flow if structure is located in vehicular or pedestrian thoroughfare. In such circumstances, "off hours" work will be required. This work may include late night and/or early morning hours and weekends. Such scheduling shall be agreed upon by both the CONTRACTOR and the CITY prior to the start of work. CONTRACTOR overtime and other CONTRACTOR-related costs shall be absorbed by the CONTRACTOR.

2. Work Coordination: All work shall be coordinated between a single point of contact for the CONTRACTOR and the CITY designated project manager. Discussion of structure conditions will be conducted before work starts and final payment based on conditions agreed to at time of commencement of work or in subsequently approved change orders.

3. It shall be the responsibility of the CONTRACTOR to notify the CITY a minimum of seventy-two (72) hours prior to the commencement of work in order for CITY personnel to be available for onsite activities.

R. Work Product Submittals

1. Bypass Pumping: Submittals for the by-pass pumping plan are to be submitted and approved no less than two weeks prior to execution of the work. The CONTRACTOR is not to mobilize prior to approval of the pumping plan.

2. Videotaping: CONTRACTOR is to submit one copy of video inspection prior to the start of work and after CIPP lining is completed for each project. The video shall be of *high visual quality with complete and clear annotation on screen* to trace the route of camera travel and accurately determine the pipe condition in compatibility with the route and inspection information in the condition assessment log.

S. Site Restoration

The CONTRACTOR shall restore the work site(s) on a daily basis where practical. All obstructions shall be cleared from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. A public nuisance will not be created during restoration activities. All restoration activities are to be completed within a minimum of fourteen (14) calendar days of work being finished in a work area.

T. Ordering and Payment

1. Work will be ordered by the City through delivery of a work order request e-mail that includes a due date for the work order proposal to be submitted, a brief description of the work to be done and an aerial map with a schematic detail of the pipe system. The work order request will include a request for a fee and a time for completion. The City's work order request to the CONTRACTOR is based on an annual prioritized

list of projects or a request from the Field Operations staff. It may or may not include the need for special conditions such as a compressed timeframe for response and the work schedule based upon the urgency/conditions such as an impending or partial road collapse. Acceptance of the work order proposal shall be documented by issuance of a City Purchase Order. Work shall not commence until issuance of an electronic Notice to Proceed (i.e., an email) for the work order.

2. Monthly invoices shall be coordinated with the CITY inspector for review and agreement then submitted to the CITY project manager for final acceptance and processing of payment.

U. Mobilization: Mobilization charges shall include movement of equipment and material to the site and other costs not included as a separate line item to commence work on a work authorization.

EXHIBIT B: UNIT PRICE SCHEDULE

Subject to the cost adjustment provisions at the end of the following Tables, and adjustments authorized in Exhibit C, the CONTRACTOR will be paid based on completion of work at the unit prices set forth in the Tables.

	Description	Est. Qty.	Unit	Unit Cost
	CIPP Rehabilitation – Sanitary Sewer Mains			
A	**8" diameter**	**20,000**		
A-1	6.0 mm normal thickness (.236")	1	LF	$23.80
A-2	7.5 mm normal thickness (.295")	1	LF	$25.80
A-3	9.0 mm normal thickness (.354")	1	LF	$27.00
B	**10" diameter**	**1,200**		
B-1	6.0 mm normal thickness (.236")	1	LF	$27.60
B-2	7.5 mm normal thickness (.295")	1	LF	$29.90
B-3	9.0 mm normal thickness (.354")	1	LF	$30.00
c	**12" diameter**	**1,400**		
C-1	6.0 mm normal thickness (.236")	1	LF	$30.50
C-2	7.5 mm normal thickness (.295")	1	LF	$33.00
C-3	9.0 mm normal thickness (.354")	1	LF	$39.30
D	**15" diameter**	**1,400**		
D-1	6.0 mm normal thickness (.236")	1	LF	$39.20
D-2	7.5 mm normal thickness (.295")	1	LF	$42.00
D-3	9.0 mm normal thickness (.354")	1	LF	$48.90
E	**18" diameter**	**1,400**		
E-1	6.0 mm normal thickness (.236")	1	LF	$42.00
E-2	7.5 mm normal thickness (.0295")	1	LF	$47.00
E-3	9.0 mm normal thickness (.354")	1	LF	$53.00
E-4	10.5 mm normal thickness (.413")	1	LF	$59.00
F	**21" diameter**	**1,400**		
F-1	6.0 mm normal thickness (.236")	1	LF	$44.00
F-2	7.5 mm normal thickness (.295")	1	LF	$48.00
F-3	9.0 mm normal thickness (.354")	1	LF	$64.00
F-4	10.5 mm normal thickness (.413")	1	LF	$73.10
F-5	12.0 mm normal thickness (.472")	1	LF	$78.70
F-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	1	LF	$3.20
G	**24" diameter**	**1,400**		
G-1	9.0 mm normal thickness (.354")	1	LF	$72.00
G-2	10.5 mm normal thickness (.413")	1	LF	$82.40
G-3	12.0 mm normal thickness (.472")	1	LF	$89.70
G-4	13.5 mm normal thickness (.531")	1	LF	$94.60
G-5	15.0 mm normal thickness (.591")	1	LF	$99.80
G-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	$3.60

	Description	Est. Qty.	Unit	Unit Cost
H	**27" diameter**	**400**		
H-1	9.0 mm normal thickness (.354")	1	LF	$74.00
H-2	10.5 mm normal thickness (.413")	1	LF	$89.50
H-3	12.0 mm normal thickness(.472")	1	LF	$97.60
H-4	13.5 mm normal thickness (.531")	1	LF	$103.80
H-5	15.0 mm normal thickness (.591")	1	LF	$109.90
H-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	$4.00
I	**30" diameter**	**500**		
I-1	9.0 mm normal thickness (.354")	1	LF	$76.00
I-2	10.5 mm normal thickness (.413")	1	LF	$96.00
I-3	12.0 mm normal thickness (.472")	1	LF	$99.00
I-4	13.5 mm normal thickness (.531")	1	LF	$110.00
I-5	15.0 mm normal thickness (.591")	1	LF	$115.00
I-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	$4.60
J	**36" diameter**	**500**		
J-1	10.5 mm normal thickness (.413")	1	LF	$90.00
J-2	12.0 mm normal thickness (.472")	1	LF	$134.80
J-3	13.5 mm normal thickness (.531")	1	LF	$143.10
J-4	15.0 mm normal thickness (.591")	1	LF	$150.80
J-5	16.5 mm normal thickness (.650")	1	LF	$157.50
J-6	18.0 mm normal thickness (.709")	1	LF	$166.00
J-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	$5.10
K	**42" diameter**	**500**		
K-1	10.5 mm normal thickness (.413")	1	LF	$147.70
K-2	12.0 mm normal thickness (.472")	1	LF	$159.20
K-3	13.5 mm normal thickness (.531")	1	LF	$167.80
K-4	15.0 mm normal thickness (.591")	1	LF	$176.50
K-5	16.5 mm normal thickness (.650")	1	LF	$185.30
K-6	18.0 mm normal thickness (.709")	1	LF	$192.80
K-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	$6.30

	Description	Est. Qty.	Unit	Unit Cost
	Clean & Inspection - Sanitary Sewer Mains			
L	**Light Cleaning and Inspection**	1	LF	
L-1	8" – 12" diameter	1	LF	$1.40
L-2	14" – 18" diameter	1	LF	$2.50
L-3	20" – 24" diameter	1	LF	$3.50
L-4	27" – 42" diameter	1	LF	$4.50

L-5	48" – 72" diameter	1	LF	$7.70
M	**Medium Cleaning**			
M-1	8" – 12" diameter	1	LF	$1.50
M-2	14" – 18" diameter	1	LF	$2.60
M-3	20" – 24" diameter	1	LF	$3.80
M-4	27" – 42" diameter	1	LF	$4.80
M-5	48" – 72" diameter	1	LF	$9.70
N	**Heavy Cleaning**			
N-1	8" – 12" diameter	1	LF	$1.60
N-2	14" – 18" diameter	1	LF	$2.70
N-3	20" – 24" diameter	1	LF	$3.90
N-4	27" – 42" diameter	1	LF	$6.10
N-5	48" – 72" diameter	1	LF	$12.20
		1	LF	
O	**Root Removal**			
O-1	8" – 12" diameter	1	LF	$3.20
O-2	14" – 18" diameter	1	LF	$3.20
O-3	20" – 24" diameter	1	LF	$4.20
O-4	27" – 42" diameter	1	LF	$8.50
O-5	48" – 72" diameter	1	LF	$10.60
		1	LF	
P	**Tuberculation Cleaning**			
P-1	8" – 12" diameter	1	LF	$18.00
P-2	14" – 18" diameter	1	LF	$24.00
P-3	20" – 24" diameter	1	LF	$26.60
P-4	27" – 42" diameter	1	LF	$31.90
P-5	48" – 72" diameter	1	LF	$44.60

	Description	Est. Qty.	Unit	Unit Cost
	CIPP Rehabilitation - Stormwater Mains			
M	**8" diameter**	**500**		
M-1	6.0 mm normal thickness (.236")	1	LF	$30.00
N	**10" diameter**	**800**		
N-1	6.0 mm normal thickness (.236")	1	LF	$32.00
N-2	7.5 mm normal thickness (.295")	1	LF	$35.50
O	**12" diameter**	**1,500**	LF	
O-1	6.0 mm normal thickness (.236")	1	LF	$40.00
O-2	7.5 mm normal thickness (.295")	1	LF	$43.00
P	**15" diameter**	**3,500**		
P-1	6.0 mm normal thickness (.236")	1	LF	$55.00

P-2	7.5 mm normal thickness (.295")	1	LF	$68.00
P-3	9.0 mm normal thickness (.354")	1	LF	$72.00
P-4	Charge for each 1.5 mm thickness increase per LF exceeding 9.0 mm	1	LF	$0.00
Q	**18" diameter**	**5,000**		
Q-1	6.0 mm normal thickness (.236")	1	LF	$61.50
Q-2	7.5 mm normal thickness (.295")	1	LF	$65.00
Q-3	9.0 mm normal thickness (.354")	1	LF	$75.80
Q-4	10.5 mm normal thickness (.413")	1	LF	$79.15
Q-5	Charge for each 1.5 mm thickness increase per LF exceeding10.5 mm	1	LF	$3.10
R	**21" diameter**	**1,100**		
R-1	6.0 mm normal thickness (.236")	1	LF	$61.75
R-2	7.5 mm normal thickness (.295")	1	LF	$74.30
R-3	9.0 mm normal thickness (.354")	1	LF	$85.70
R-4	10.5 mm normal thickness (.413")	1	LF	$91.30
R-5	12.0 mm normal thickness (.472")	1	LF	$99.10
R-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	1	LF	$3.20
S	**24" diameter**	**3,500**		
S-1	9.0 mm normal thickness (.354")	1	LF	$95.75
S-2	10.5 mm normal thickness (.413")	1	LF	$101.20
S-3	12.0 mm normal thickness (.472")	1	LF	$110.00
S-4	13.5 mm normal thickness (.531")	1	LF	$115.00
S-5	15.0 mm normal thickness (.591")	1	LF	$120.75
S-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	$3.60
T	**27" diameter**	**1,100**		
T-1	9.0 mm normal thickness (.354")	1	LF	$101.27
T-2	10.5 mm normal thickness (.413")	1	LF	$107.55
T-3	12.0 mm normal thickness (.472")	1	LF	$117.90
T-4	13.5 mm normal thickness (.531")	1	LF	$124.00
T-5	15.0 mm normal thickness (.591")	1	LF	$130.00
T-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	$4.00

	Description	Est. Qty.	Unit	Unit Cost
U	**30" diameter**	**3,000**		
U-1	9.0 mm normal thickness (.354")	1	LF	$102.50
U-2	10.5 mm normal thickness (.413")	1	LF	$107.50
U-3	12.0 mm normal thickness (.472")	1	LF	$113.50
U-4	13.5 mm normal thickness (.531")	1	LF	$120.50
U-5	15.0 mm normal thickness (.591")	1	LF	$128.50

	Description	Est. Qty.	Unit	Unit Cost
U-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	$4.60
V	**36" diameter**	**2,500**		
V-1	10.5 mm normal thickness (.413")	1	LF	$108.00
V-2	12.0 mm normal thickness (.472")	1	LF	$151.50
V-3	13.5 mm normal thickness (.531")	1	LF	$159.90
V-4	15.0 mm normal thickness (.591")	1	LF	$167.80
V-5	16.5 mm normal thickness (.650")	1	LF	$174.60
V-6	18.0 mm normal thickness (.709")	1	LF	$183.30
V-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	$5.10
W	**42" diameter**	**1,500**		
W-1	10.5 mm normal thickness (.413")	1	LF	$120.00
W-2	12.0 mm normal thickness (.472")	1	LF	$140.00
W-3	13.5 mm normal thickness (.531")	1	LF	$185.50
W-4	15.0 mm normal thickness (.591")	1	LF	$194.30
W-5	16.5 mm normal thickness (.650")	1	LF	$203.20
W-6	18.0 mm normal thickness (.709")	1	LF	$210.90
W-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	$6.30
X	**48" diameter**	**1,200**		
X-1	12.0 mm normal thickness (.472")	1	LF	$150.00
X-2	13.5 mm normal thickness (.531")	1	LF	$160.00
X-3	15.0 mm normal thickness (.591")	1	LF	$224.60
X-4	16.5 mm normal thickness (.650")	1	LF	$234.80
X-5	18.0 mm normal thickness (.709")	1	LF	$243.80
X-6	19.5 mm normal thickness (.768")	1	LF	$261.10
X-7	21.0 mm normal thickness (.827")	1	LF	$269.80
X-8	Charge for each 1.5 mm thickness increase per LF exceeding 21.0 mm	1	LF	$8.00
Y	**52" diameter**	**300**		
Y-1	10.5 mm normal thickness (.413")	1	LF	$145.00
Y-2	12.0 mm normal thickness (.472")	1	LF	$155.00
Y-3	13.5 mm normal thickness (.531")	1	LF	$165.00
Y-4	15.0 mm normal thickness (.591")	1	LF	$210.00
Y-5	16.5 mm normal thickness (.650")	1	LF	$220.00
Y-6	18.0 mm normal thickness (.709")	1	LF	$240.00
Y-7	19.5 mm normal thickness (.768")	1	LF	$278.50
Y-8	21.0 mm normal thickness (.827")	1	LF	$289.60
Y-9	22.5 mm normal thickness (.886")	1	LF	$301.50
Y-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	$8.10

	Description	Est. Qty.	Unit	Unit Cost
Z	**54" diameter**	**300**		
Z-1	10.5 mm normal thickness (.413")	1	LF	$150.00
Z-2	12.0 mm normal thickness (.472")	1	LF	$160.00
Z-3	13.5 mm normal thickness (.531")	1	LF	$170.00
Z-4	15.0 mm normal thickness (.591")	1	LF	$210.00
Z-5	16.5 mm normal thickness (.650")	1	LF	$215.00
Z-6	18.0 mm normal thickness (.709")	1	LF	$250.00
Z-7	19.5 mm normal thickness (.768")	1	LF	$303.30
Z-8	21.0 mm normal thickness (.827")	1	LF	$315.90
Z-9	22.5 mm normal thickness (.886")	1	LF	$328.40
Z-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	$8.20
AA	**60" diameter**	**300**		
AA-1	10.5 mm normal thickness (.413")	1	LF	$200.00
AA-2	12.0 mm normal thickness (.472")	1	LF	$225.00
AA-3	13.5 mm normal thickness (.531")	1	LF	$275.00
AA-4	15.0 mm normal thickness (.591")	1	LF	$300.00
AA-5	16.5 mm normal thickness (.650")	1	LF	$320.00
AA-6	18.0 mm normal thickness (.709")	1	LF	$400.00
AA-7	19.5 mm normal thickness (.768")	1	LF	$448.20
AA-8	21.0 mm normal thickness (.827")	1	LF	$463.00
AA-9	22.5 mm normal thickness (.886")	1	LF	$478.00
AA-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	$11.20
BB	**72" diameter**	**300**		
BB-1	10.5 mm normal thickness (.413")	1	LF	$500.10
BB-2	12.0 mm normal thickness (.472")	1	LF	$506.20
BB-3	13.5 mm normal thickness (.531")	1	LF	$519.70
BB-4	15.0 mm normal thickness (.591")	1	LF	$532.80
BB-5	16.5 mm normal thickness (.650")	1	LF	$546.60
BB-6	18.0 mm normal thickness (.709")	1	LF	$680.60
BB-7	19.5 mm normal thickness (.768")	1	LF	$706.30
BB-8	21.0 mm normal thickness (.827")	1	LF	$724.60
BB-9	22.5 mm normal thickness (.886")	1	LF	$739.10
BB-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	$12.70

	Description	Est. Qty.	Unit	Unit Cost
	Clean & Inspection -Stormwater Mains			
CC	**Light Cleaning and inspection**			
CC-1	8"- 12" diameter	1	LF	$2.10
CC-2	14" - 18" diameter	1	LF	$2.80
CC-3	20" - 24" diameter	1	LF	$3.50
CC-4	27" - 42" diameter	1	LF	$4.50
CC-5	48" - 72" diameter	1	LF	$7.70
DD	**Medium Cleaning**			
DD-1	8" - 12" diameter	1	LF	$2.40
DD-2	14"- 18" diameter	1	LF	$3.00
DD-3	20" - 24" diameter	1	LF	$3.80
DD-4	27" - 42" diameter	1	LF	$4.80
DD-5	48"- 72" diameter	1	LF	$9.70
EE	**Heavy Cleaning**			
EE-1	8" - 12" diameter	1	LF	$2.50
EE-2	14" - 18" diameter	1	LF	$3.30
EE-3	20" - 24" diameter	1	LF	$3.90
EE-4	27"- 42" diameter	1	LF	$6.10
EE-5	48"- 72" diameter	1	LF	$12.20
FF	**Root Removal**			
FF-1	8" - 12" diameter	1	LF	$3.20
FF-2	14" - 18" diameter	1	LF	$3.20
FF-3	20" - 24" diameter	1	LF	$4.20
FF-4	27" - 42" diameter	1	LF	$12.70
FF-5	48"- 72" diameter	1	LF	$15.90
GG	**Tuberculation Cleaning**			
GG-1	8" - 12" diameter	1	LF	$6.90
GG-2	14" - 18" diameter	1	LF	$8.50
GG-3	20" - 24" diameter	1	LF	$12.70
GG-4	27"- 42" diameter	1	LF	$21.20
GG-5	8" - 72" diameter	1	LF	$31.90
	Ancillary General Services			
	Description	**Est. Qty.**	**Unit**	**Unit Cost**
HH	**By-Pass Pumping**			
HH-1	8" diameter	1	LF	$1.00
HH-2	10" diameter	1	LF	$1.00
HH-3	12" diameter	1	LF	$2.00
HH-4	15" diameter	1	LF	$5.00
HH-5	18" diameter	1	LF	$7.00

	Description	Est. Qty.	Unit	Unit Cost
HH-6	21" diameter	1	LF	$10.00
HH-7	24" diameter	1	LF	$15.00
HH-8	27" diameter	1	LF	$20.00
HH-9	30" diameter	1	LF	$35.00
HH-10	36" diameter	1	LF	$40.00
II	**Standard Service Reconnection**	1	Each	$175.00
JJ	**Service Connection Grouting**	1	Each	$250.00
KK	**Traffic Control - FDOT Right of Way**			
KK-1	Flagman	1	Setup	$620.00
KK-2	Arrow Board	1	Setup	$180.00
KK-3	Barricades	1	Setup	$340.00
KK-4	Lane Dividers	1	Setup	$15.00
LL	**Traffic Control - City Right of Way**			
LL-1	Flagman	1	Setup	$300.00
LL-2	Arrow Board	1	Setup	$180.00
LL-3	Barricades	1	Setup	$250.00
LL-4	Lane Dividers	1	Setup	$15.00
MM	**Traffic Control - County Right of Way**			
MM-1	Flagman	1	Setup	$620.00
MM-2	Arrow Board	1	Setup	$180.00
MM-3	Barricades	1	Setup	$340.00
MM-4	Lane Dividers	1	Setup	$15.00
NN	**Easement Access**			
NN-1	6" to 12" diameter	1	LF	$3.00
NN-2	14" to 18" diameter	1	LF	$4.00
NN-3	20" to 24" diameter	1	LF	$5.00
NN-4	27" to 30" diameter	1	LF	$8.50
NN-5	36" to 42" diameter	1	LF	$10.90
NN-6	48" to 54" diameter	1	LF	$16.20
OO	**Mobilization**	1	Lump Sum	$1,500.00
PP	**Bonds**	1	Percentage	$1.5%

EXHIBIT B, cont.
Adjustments to Unit Price Schedule

1. Upon the CONTRACTOR's written request, the City Manager may at the City Manager's sole discretion adjust the Unit Prices in the above schedule pursuant to the following procedure. The CONTRACTOR will make such requests no more frequently than annually, and no sooner than one year after the Effective Date, and will include sufficient information to allow the CITY to properly review.

(a) For resin using items (i.e., Unit Price Listed items A – K and M through BB) the adjustment will be as follows:

(25% x A) + (75% x B) = Total increase, where

A = The documented increase in Insituform's resin cost during the Interval Period as defined below.

B = the increase or decrease in the CPI (as described below) during the Interval Period.

The Interval Period is the period beginning on the date of the last price escalation established pursuant to this Section, or if no price escalation has been previously made the Effective Date, and the ending on the date that notice is received requesting the adjustment.

The specific Consumer Price Index used shall be the following:

Population Coverage:	CPI-U (all urban consumers)
Area Coverage:	U.S. City Average
Series Title:	All items
Index Base Period:	1982-84 = 100
Reference Range:	12 month period ending 12/31 data released in mid-January.

EXAMPLE:

Example, if the cost of resin increases 10% and the CPI Index decreases 2%, the total increase for the applicable unit prices would be: (25% x 10%) + (75% x - 2%) = 1% increase (rounded to the nearest $0.01).

(b) For all other items, the increase equals 75% of the increase in the CPI during the Interval Period.

Example , if CPI increased by 4% the cost adjustment for non-resin using items would be: (75% x 4%) = 3% increase rounded to nearest $0.01.

2. Pricing adjustments pursuant to this Section will be effective on the next anniversary of the Effective Date, and will apply only to work authorizations issued after that date. Within thirty (30) days after CONTRACTOR gives notice to the CITY of a price adjustment, the CITY may request an audit for the purpose of verifying the price adjustment.

3. The Parties may agree at any time to revise the Unit Price Schedule by formal amendment.

EXHIBIT C: GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMS

1.1 Defined Terms.

1.1.1 "Change Instrument" means a Field Directive or a Change Order.

1.1.2 "Change Order" means a written directive issued by the OWNER authorizing a modification in the price, time for performance, or other provision of the work authorization.

1.1.3 "City Code" means the City of Daytona Beach Code of Ordinances.

1.1.4 "City Commission" or "Commission" means the City of Daytona Beach City Commission.

1.1.5 "City Manager" means the City Manager for the City.

1.1.6 "Commencement Date" means the date established in the work authorization for commencement of the Project; of if no such date is provided in the work authorization, the date of the work authorization.

1.1.7 "Contract Administrator" means the individual specifically authorized to administer the Contract on the OWNER's behalf; provided, however that in all instances the City Manager may act as the Contract Administrator.

1.1.8 "CONTRACTOR" means the person of firm identified as such in the Contract.

1.1.9 "Day" or "Days" means calendar days unless otherwise specifically noted in the Contract Documents.

1.1.10 "Defective Work" or "Nonconforming Work" means Work that:

.1 Does not conform to the Contract Documents;

.2 Does not meet the requirements of any inspection, test or approval as referred to in the Contract Documents or required by law;

.3 Contains defects;

.4 Represents a substitute for that required by the Technical Provisions, unless properly approved and authorized as provided in the Contract Documents; or

.5 Has been damaged or destroyed prior to Final Completion.

1.1.11 "Effective Date" means the date on which this Contract is fully executed.

1.1.12 "Equipment" means the machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the Work.

1.1.13 "Field Directive" means a written order prepared and signed by the OWNER, not involving a change in Project Price or Project Time, directing a minor change in the Work where a Change Order is not required.

1.1.14 "Final Completion" means acceptance of the Work by the OWNER as evidenced by its signature upon the Certificate of Final Completion.

1.1.15 "Force Account" means a method for payment of additional Work that is based on CONTRACTOR's labor, equipment and materials costs with consideration for overhead and profit.

1.1.16 "Force Majeure Event" means conditions or other circumstances, such as acts of God, that: (i) were not foreseen, and could not have been reasonably foreseen, by CONTRACTOR or the OWNER, (ii) are beyond the control of CONTRACTOR and the OWNER, and (iii) materially hinder or interfere with the ability of CONTRACTOR to prosecute the Work; provided, however, that no such condition or circumstance will be a Force Majeure event if it is the result of CONTRACTOR's fault, negligence, or material breach of this Contract. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, and severe adverse weather conditions not reasonably anticipated.

1.1.17 "Hazardous Materials" has the meaning as provided by law.

1.1.18 "Legal Requirements" means, collectively, all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work. The term includes the City Code and other City ordinances and regulations.

1.1.19 "Materials" means goods or substances to be incorporated in the Work under the Contract.

1.1.20 "OWNER" means the City of Daytona Beach; or, if the form Contract so provides, the Community Redevelopment Agency for the City. All references within the Technical Provisions to the "City" are intended to refer to the "OWNER" unless logic dictates otherwise.

1.1.21 "Project" means the subject of the Work as outlined in a work authorization, and its intended result.

1.1.22 "Project Price" means the total compensation due to CONTRACTOR for Work to be performed under a specific work authorization, subject only to those adjustments provided in the Contract Documents.

1.1.23 "Project Time" means the total period of time stated in the work authorization between the Commencement Date and the deadline for Final Completion of the work referenced in the work authorization, subject only to those adjustments provided in the Contract Documents.

1.1.24 "The Prompt Payment Act" means the Local Government Prompt Payment Act, F.S. § 218.70 *et seq.* (2009), as hereafter amended.

1.1.25 "Purchasing Code" means the provisions of Chapter 30 of the City Code.

1.1.26 "Referenced Standards" includes standards, standard details, specifications, manuals, regulations or codes of any technical society, organization or association, or of any governmental or quasi-governmental authority referred to in the Contract Documents to describe the nature or quality of any of the Work, whether such reference be specific or by implication, and means the latest standard, standard detail, specification, manual, regulation or code in effect at the time of Bid opening, except as may be otherwise specifically stated in the Contract Documents.

1.1.27 "Specifications" means the Scope of Work and any Standards referenced therein..

1.1.28 "Sub-contractor" means a person or firm that under a direct contract with CONTRACTOR to perform a portion of the Work, and also unless logic dictates otherwise, sub-sub-contractors and persons or firms doing work through such sub-sub-contractors.

1.1.29 "Unilateral Change Instrument" means a Change Instrument issued by the OWNER and not executed by CONTRACTOR.

1.1.30 "Unit Price Schedule" means the Unit Price Schedule included in the Contract Documents, as it may from time to time be adjusted pursuant to the Contract Documents.

1.1.31 "Working Hours" means 7:00 am through 6:00 pm, Monday through Friday excluding holidays designated by the City of Daytona Beach.

1.2 Use of Terms.

1.2.1 Singular and Plural. The OWNER, CONTRACTOR, Sub-contractor, Supplier, other contractors, surety, insurer and others may be referred to in the Contract Documents as if singular in number. In the event that more than one person or entity occupies the position referred to and unless otherwise indicated, the term is interpreted to include all such persons or entities.

1.2.2 Technical Terms and Trade Usage. Terms in the Contract Documents which have well-known technical or construction industry meanings and are not otherwise defined are used in accordance with such recognized meanings unless the context clearly indicates otherwise.

ARTICLE 2 –PRELIMINARY MATTERS

2.1 Submittals and Notice to Proceed Required. No Work will be done in association with a specific work authorization, at the Project Site or otherwise, until OWNER has issued a notice-to-proceed. OWNER will not issue a notice-to-proceed until CONTRACTOR has submitted the documents referenced in 2.2 below, and the Parties have held a pre-construction meeting.

2.2 Pre-Project Commencement Requirements.

2.2.1 CONTRACTOR will prepare and submit all required pre-construction submittals within 15 Days after the Work Authorization is issued, except where the Contract Administrator extends time for submittal in writing. The submittals will include each of the following:

.1 A proposed Progress Schedule for the Project.

.2 Any bonds required.

.3 Any additional documents, such as haul routes, designation of superintendant, safety plans, that the OWNER requires at the preconstruction meeting, consistent with the provisions of this Contract.

2.2.2 The OWNER will have the right to accept or reject each of the required submittals. The OWNER will provide CONTRACTOR written notice as to any submittals that are rejected, in which instance CONTRACTOR will promptly resubmit them. Alternatively in such instance, the OWNER will have the right but not the obligation to schedule a preconstruction meeting; provided that the preconstruction meeting is scheduled no later than 30 days after the issuance of the Work Authorization, and the OWNER may delay issuance of the Notice to Proceed until the OWNER and CONTRACTOR have held the meeting.

2.2.3 The OWNER's acceptance of the above-referenced submittals will be deemed to be general only relating solely to their sufficiency and compliance with the intent of the Contract. Such acceptance does not constitute the OWNER's adoption, affirmation, or direction of CONTRACTOR's

means and methods, and does not constitute a Change Instrument. OWNER's acceptance of the Progress Schedule will not impose on the OWNER, responsibility or liability for the sequencing, scheduling, or progress of the Work, and will not relieve CONTRACTOR from CONTRACTOR's responsibility for complying with the terms and conditions of this Contract. CONTRACTOR will at all times remain responsible for the factual accuracy of all such submittals.

2.3 Notice to Proceed. OWNER in its sole discretion may delay issuing the Notice if CONTRACTOR has not completed its preconstruction submittals within that time; and provided, further, that the OWNER may delay issuing the Notice for any or no reason, with the CONTRACTOR's concurrence.

2.4 Availability of Lands. The OWNER will provide access to all Project Sites, secure any easements necessary therefore, and notify CONTRACTOR of any restrictions in such access. The OWNER may identify in the Contract Documents or work authorization, as applicable, encumbrances or restrictions not of general application which are known by the OWNER and specifically related to use of the Site, but which are not of public record. The CONTRACTOR will comply with such encumbrances and restrictions in performing the Work. Permanent easements for the completed facility or for changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise provided in the Contract Documents.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

3.1 Contract Administrator. The Contract Administrator is authorized to administer the Contract and work authorizations on behalf of the OWNER, commencing on the Effective Date and terminating on the date CONTRACTOR performance is completed (including final payment) or terminated.

3.1.1 The Contract Administrator's authority is limited as follows:

.1 Provide direction to the CONTRACTOR to ensure satisfactory and complete performance;

.2 Issue Field Directives;

.3 Monitor and inspect CONTRACTOR performance to ensure acceptable timeliness and quality;

.4 Maintain necessary documentation and records regarding CONTRACTOR performance and other pertinent matters;

.5 Furnish timely written notice of CONTRACTOR performance failures to the City Manager and to the City Attorney, as appropriate;

.6 Determine acceptance or rejection of CONTRACTOR's performance;

.7 Approve or reject applications for payment, other than application for final payment;

.8 Furnish necessary reports to the City Manager;

.9 Recommend Change Instruments or stop work orders to the City Manager; and

10, Recommend termination of Contract or work authorizations for default or convenience to the City Manager.

3.1.2 The authority of the Contract Administrator is limited to the functions set forth above. In particular, the Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that:

.1 Alter or modify Contracts or work authorizations;

.2 Terminate or cancel Contracts or work authorizations;

.3 Approve, as opposed to recommend, Change Orders or Contract Amendments;

.4 Interpret ambiguities in the Contract or work authorization; or

.5 Approve final applications for payment; or

.6 Waive the OWNER's Contract rights.

3.2 City Manager. The City Manager has all of the authority of the Contract Administrator. The City Manager has authority to approve specific work authorizations, and change orders to work authorizations, in accordance with the Purchasing Code or as specifically authorized by the Daytona Beach City Commission, and approve final applications for payment except where approval also requires approval of a change order that is not within the City Manager's authority, below.

3.3 Authority Reserved in City Commission. All administrative authority not specifically conferred upon the Contract Administrator or City Manager is reserved to the City Commission. Modifications to the Contract or any work authorization required to be approved by the Commission may be in the form of change orders or formal amendments, as appropriate.

3.4 General Obligation to Avoid Delays. Information or services under the OWNER's control will be furnished by the OWNER with reasonable promptness to avoid delay in orderly progress of the Work. The OWNER will have a reasonable amount of time to investigate site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. CONTRACTOR will notify the OWNER in writing, if the time for the investigation, review, analysis of any submittals, required for changes or otherwise required for the OWNER's decision, impacts in any way the Critical Path of the current approved Progress Schedule.

3.5 Owner-Provided Inspectors. The OWNER will provide persons to perform OWNER-required inspections.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS

4.1 Work Within Right-of-Way. The work will largely be performed within the public right-of-way, and OWNER affirms that CONTRACTOR will have the right to access the areas where work is required to be performed. The Parties do not anticipate that CONTRACTOR will be required to occupy space outside of the right-of-way to perform its services herein under normal conditions. CONTRACTOR will promptly notify OWNER if for any reason CONTRACTOR is required to occupy such space.

4.2 Temporary Facilities. CONTRACTOR will obtain any additional temporary construction facilities, stockpiling or storage sites not otherwise provided. CONTRACTOR will be responsible for providing at his own expense and without liability to the OWNER, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. CONTRACTOR will be required to obtain approval of any private property owner for such additional lands and access unless specifically provided otherwise in the Contract Documents.

4.3 Utility Locations. CONTRACTOR is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Work area. "Public utility lines" means the utility distribution and supply system, and "utility customer service lines" means the utility lines connecting customers to the utility distribution and collection system. Generally, existing utility customer service line connections are not shown on the Plans. CONTRACTOR will notify "One Call" and exercise due care to locate, mark, uncover and otherwise protect all such lines in the construction zone and any of CONTRACTOR's work or storage areas. CONTRACTOR's responsibility for the location and protection

of utilities is primary and non-delegable. CONTRACTOR will indemnify or reimburse such expenses or costs (including fines that may be levied against the OWNER) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area. The OWNER reserves the right to repair any damage CONTRACTOR causes to such utilities at CONTRACTOR's expense. If a public line and/or customer service line is damaged by CONTRACTOR, CONTRACTOR will give verbal notice within one hour and written notice within 24 hours, to the OWNER and to the utility representatives identified on the Plans.

4.4 Protection of Resources. CONTRACTOR will take reasonable precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature will be disturbed without written permission of the OWNER and the FDHR. When such objects are uncovered unexpectedly, CONTRACTOR will stop all Work in close proximity and notify the OWNER and the FDHR of their presence and will not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities uncovered on the OWNER's property will remain property of FDHR conforming to applicable provisions of Florida Statutes. If the OWNER, in consultation with the FDHR, determines that exploration or excavation of primitive records or antiquities on Project Site is necessary to avoid loss, CONTRACTOR will perform salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in CONTRACTOR's cost of, or time required for, performance of the Work, the Project Price or the Project Time will be equitably adjusted as necessary subject to compliance with the provisions herein for Changes and Delays.

4.5 Protection of Reference Points. Unless otherwise specified, the OWNER will furnish a base line and a suitable number of bench marks adjacent to the work. From the information provided by the OWNER, CONTRACTOR will develop and make all detailed surveys, stakes, lines, and elevations, as CONTRACTOR deems necessary. CONTRACTOR will carefully protect and preserve benchmarks, reference points, and stakes. If these benchmarks, reference points, or stakes are disturbed or destroyed due to CONTRACTOR's failure to comply with the above-referenced requirement, CONTRACTOR will bear the cost of expenses of relocating and replacing them, including the costs of a Registered Professional Land Surveyor if the OWNER determines the same to be necessary.

4.6 Hazardous Materials.

4.6.1 To the extent provided by applicable law, the OWNER will be responsible for any pre-existing hazardous material uncovered or revealed at the Project Site which was not shown, indicated or identified in the Contract Documents to be within the scope of the Project and which may present a substantial danger to persons or property exposed thereto in connection with the Project.

.1 CONTRACTOR will immediately stop Work in the affected area and will take all necessary precautions to avoid further disturbance of the materials. CONTRACTOR will also will immediately notify the OWNER and, if required by applicable law or regulations, all government or quasi-government entities with jurisdiction over the Project or Project Site.

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

.3 CONTRACTOR will be obligated to resume Work at the affected area of the Project only after the OWNER provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or

Site. CONTRACTOR will be responsible for continuing the Work in the unaffected portion of the Project and the Project Site.

.4 CONTRACTOR will be entitled, in accordance with these General Conditions, to an adjustment in its Project Price and Project Time to the extent CONTRACTOR's cost and time of performance have been adversely impacted by the presence of Hazardous Materials.

4.6.2 No asbestos-containing materials will be incorporated into the Work or brought on Project Site without prior approval of the OWNER. CONTRACTOR will not knowingly use, specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER's written approval. When a specific product is specified, CONTRACTOR will endeavor to verify that the product does not include asbestos containing material.

4.6.3 CONTRACTOR will be solely responsible for use, storage and remediation of any Hazardous Materials brought to Project Site by CONTRACTOR, Sub-contractors, Suppliers, and anyone else for whom CONTRACTOR is responsible. CONTRACTOR will indemnify, defend and hold harmless the OWNER and the OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Materials introduced to Project Site by CONTRACTOR, Sub-contractors, Suppliers, or anyone for whose acts they may be liable.

ARTICLE 5 - CONTRACTOR'S RESPONSIBILITIES

5.1 General Responsibilities.

5.1.1 Scope of Work. CONTRACTOR will provide, perform, and complete all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary to accomplish the Project at the Work Site, including measures for sediment control, storm water management, and waste disposal, in compliance with this Contract and the work authorization. CONTRACTOR is required to perform each Project in conformance with the Contract Documents and the work authorization, and will provide all Work reasonably inferable from these Documents and work authorization(s) as being necessary to produce the intended results.

5.1.2 Quality. All materials and Work will be of good quality for the intended use and consistent with the quality of surrounding Work, and will conform to the requirements of the Contract Documents and to the standards for construction of the Project generally. All materials will be new.

5.1.3 Construction Means and Methods. CONTRACTOR will provide continuous on-site supervision and direction of the Work using CONTRACTOR's best efforts. CONTRACTOR will have control over construction means, methods, techniques, sequences, and procedures, unless the Contract Documents give other specific instructions concerning these matters, and is solely responsible therefore.

5.1.4 Discipline at the Project Site. CONTRACTOR will enforce strict discipline and good order among CONTRACTOR's employees and other persons for whose Work CONTRACTOR is responsible, including CONTRACTOR's employees, Sub-contractors, and Suppliers, and the agents and employees of any of them.

5.1.5 Responsibility for Subordinates. CONTRACTOR is responsible for the acts and omissions of all persons performing portions of the Work at the Project Site, including but not limited to CONTRACTOR's employees, Sub-contractors, and Suppliers, and the agents and employees of any of them.

5.1.6 Assignment, Scheduling and Coordination. CONTRACTOR is solely responsible for and has control over assigning, scheduling and coordinating all portions of the work under the Contract

performed by CONTRACTOR's own forces and by its Sub-contractors and Suppliers, in accordance with the approved Progress Schedule, unless the Contract Documents give other specific instructions concerning these matters.

5.1.7 Obligations Not Relieved. CONTRACTOR is not relieved of its obligations to perform the Work in accordance with the Contract Documents, by the activities or duties of the OWNER in the administration of the Contract or of construction, or by tests, inspections, or approvals required or performed by persons other than CONTRACTOR.

5.1.8 Ongoing Duty to Report Problems with Contract Documents. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any Legal Requirements or of any such standard, specification, manual, or code or instructions of any manufacturer or Supplier, CONTRACTOR will within three days of such discovery report it to the OWNER in writing, and CONTRACTOR will not proceed with the Work affected thereby until an amendment or supplement to the Contract Documents has been issued. CONTRACTOR will be liable to the OWNER for failure to report any such conflict, error, ambiguity, or discrepancy of which CONTRACTOR knew or reasonably should have known. CONTRACTOR will be liable to the OWNER for CONTRACTOR's failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents within said three-day period.

5.1.9 Inspection of Work. CONTRACTOR will make frequent inspections during the progress of the Work to confirm that work previously performed by CONTRACTOR is in compliance with the Contract Documents and applicable Legal Requirements and Referenced Standards and that portion of Work previously performed by CONTRACTOR or by others are in proper condition to receive subsequent Work.

5.2 Diligent Prosecution. CONTRACTOR will at all times be responsible for the diligent prosecution of each Project so as to complete the Work within the Project Time. CONTRACTOR will carry on the Work and adhere to the current approved Progress Schedule, including during all disputes or disagreements with the OWNER. No Work will be delayed or postponed pending resolution of any disputes or disagreements, except as the OWNER and CONTRACTOR may otherwise agree through a Change Order or Contract amendment.

5.3 Supervision and Superintendence.

5.3.1 CONTRACTOR will supervise the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

5.3.2 CONTRACTOR will have an English-speaking, competent Superintendent on the Work at all times that work is in progress. The Superintendent will be CONTRACTOR's representative on the Work and will have the authority to act on the behalf of CONTRACTOR. All communications given to the Superintendent will be as binding as if given to CONTRACTOR, even where written notice is otherwise required. Either CONTRACTOR or the Superintendent will provide a cellular telephone number and an emergency and home telephone number at which one or the other may be reached if necessary when Work is not in progress. The Superintendent will be an employee of CONTRACTOR, unless waived in writing by the OWNER. If CONTRACTOR proposes a management structure with a Project Manager supervising, directing, and managing construction of the work in addition to or in substitution of a Superintendent, the requirements of these Construction Documents with respect to the Superintendent will likewise apply to any such Project Manager.

.1 CONTRACTOR will not replace the Superintendent without written notice to the OWNER. If CONTRACTOR deems it necessary to replace the Superintendent, CONTRACTOR will provide the necessary information for approval, as stated above, on the proposed new Superintendent.

.2 CONTRACTOR may designate a qualified substitute Superintendent if the designated Superintendent is temporarily away from the Work, subject to OWNER approval.

.3 CONTRACTOR will replace the Superintendent upon the OWNER's request, if the Superintendent is unable to perform to the OWNER's satisfaction.

5.4 Labor, Materials and Equipment.

5.4.1 CONTRACTOR will employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR will prohibit the use and possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on the OWNER's property. Subject to the applicable provisions of Florida law, neither CONTRACTOR, nor Sub-contractors, Suppliers, or other agents of CONTRACTOR, may use or possess any firearms or other weapons while on the job or on the OWNER's property. If the OWNER notifies CONTRACTOR that any officer, employee, Sub-contractor, Supplier, or other agent is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Florida law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR will immediately remove that person from performing Contract Work, and may not employ that person again on the Work without the OWNER's prior written consent. CONTRACTOR will at all times maintain good discipline and order on- and off-Project Site in all matters pertaining to the Project. CONTRACTOR will pay workers no less than the wage rates established by law, and maintain weekly payroll reports as evidence thereof.

5.4.2 CONTRACTOR will not use any preexisting facilities of the OWNER without the specific written consent of the OWNER, except as indicated in the Contract Documents. CONTRACTOR is solely responsible for temporary facilities and services provided or utilized by CONTRACTOR and will remove those not required to remain at the completion of the Work or any portion thereof, will promptly correct any damage caused by the erection, use or removal of temporary facilities; and will restore the Project Site and any adjacent areas to their original condition or that required by the Contract Documents upon completion of the Work.

5.4.3 CONTRACTOR will store, handle, install, and test all materials in accordance with the manufacturer's or Suppliers' most recent instructions and recommendations. CONTRACTOR will promptly notify the OWNER if these instructions and recommendations are in conflict with any provision of the Contract Documents.

5.4.4 All materials and equipment will be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable manufacturer and Supplier, except as otherwise provided in the Contract Documents. The Contract Administrator may require CONTRACTOR to furnish one or more of the following:

.1 Satisfactory evidence (i.e., reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment.

.2 Samples of required equipment and materials prior to having such equipment and materials delivered to the Project Site. Each sample submitted by CONTRACTOR will carry a label giving the name of CONTRACTOR, the Project, and the name of the producer. The accompanying certificate or letter from CONTRACTOR will state that the sample complies with the contract requirements, will give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the OWNER in reviewing the sample promptly. It will also include the statement that all materials or equipment furnished for use in the Project will comply with the samples and/or certified statements. In addition, the

accompanying certificate will include a written narrative explanation itemizing the extent to which the sample deviates from the Specifications or other Contract requirements.

5.4.5 The OWNER will not be required to consider delays in the Work caused by delivery of non-complying materials or equipment, or by late or improper submission test reports or manufacturer's certificates for OWNER approval, as just cause for an extension of the Contract Time. The OWNER's acceptance of any test report, certificate, or sample will be general only and will not constitute a waiver of the OWNER's right to demand full compliance with Contract requirements, nor relieve CONTRACTOR from ensuring full compliance with the Contract.

5.4.6 CONTRACTOR will assign to the OWNER, any rights CONTRACTOR may have to bring antitrust suits against Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. CONTRACTOR will cooperate with the OWNER should the OWNER wish to prosecute suits against Suppliers for illegal price fixing.

5.4.7. Upon CONTRACTOR's request and the Contract Administrator's written approval, CONTRACTOR may locate stored materials off-site, so long as they are in a bonded and insured facility, accessible to the OWNER, and are clearly marked as OWNER's property.

5.4.8 Title to materials delivered to the Project Site or stored off-site will not be deemed to pass to the OWNER until the OWNER accepts such title by paying for same. The OWNER will be entitled but is not required to request title documentation. Risk of loss will not pass to the OWNER until title passes.

5.5 Concerning Sub-Contractors, Suppliers, and Others.

5.5.1 CONTRACTOR will retain direct control of and give direct attention to the fulfillment of this Contract. CONTRACTOR agrees not to assign this Contract, by power of attorney or otherwise, without the OWNER's prior written consent.

5.5.2 CONTRACTOR will not subcontract the performance of the entire Project or the supervision and direction of the Work without the OWNER's prior written consent. CONTRACTOR will not employ any Sub-contractor or other person or organization, whether initially or as a substitute, against whom the OWNER may have reasonable objection. The OWNER will communicate such objections by written notice. CONTRACTOR will not substitute any Sub-contractor that has been accepted by the OWNER, unless the OWNER first accepts the substitute in writing.

5.5.3 CONTRACTOR will be fully responsible to the OWNER for all acts and omissions of the Sub-contractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under contract with CONTRACTOR and under contract with CONTRACTOR's Sub-contractors or Suppliers, just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents will create for the benefit of any such Sub-contractor or other person or organization any contractual relationship between the OWNER and any such Sub-contractor or other person or organization, nor will it create any obligation on the part of the OWNER to pay or to see to the payment of any moneys due any such Sub-contractor or other person or organization except as may otherwise be required by Legal Requirements.

5.5.4 CONTRACTOR will be solely responsible for efficiently scheduling and coordinating the Work of Sub-contractors and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR in order to avoid any delays or inefficiencies in the prosecution of the Work. CONTRACTOR will require all Sub-contractors and such other persons and organizations performing or furnishing any of the Work to communicate with the OWNER through CONTRACTOR.

5.5.6 To the extent allowed by Florida law, the OWNER will be deemed to be a third party beneficiary to each subcontract and may, if the OWNER elects, following a termination of CONTRACTOR, require that the Sub-contractor(s) perform all or a portion of unperformed duties and

obligations under its subcontract(s) for the benefit of the OWNER, rather than CONTRACTOR; however, if the OWNER requires any such performance by a Sub-contractor for the OWNER's direct benefit, then the OWNER will be bound and obligated to pay such Sub-contractor the reasonable value for all Work performed by such Sub-contractor to the date of the termination of CONTRACTOR, less previous payments, and for all Work performed thereafter. If the OWNER elects to invoke the OWNER's right under this Section, the OWNER will provide notice of such election to CONTRACTOR and the affected Sub-contractor(s).

5.6 Patent Fees and Royalties.

5.6.1 CONTRACTOR will be responsible at all times for compliance with applicable patents and copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Proposal.

5.6.2 CONTRACTOR will pay all royalties and license fees and will provide, prior to commencement of a Project hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not the OWNER specifies a particular design, device, material, or process.

5.6.3 CONTRACTOR will defend all suits or claims for infringement of any patent or copyright and will save the OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Proposal or the performance of the Work or otherwise arising in connection therewith. The OWNER reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event CONTRACTOR will indemnify and save harmless the OWNER from all costs and expenses of such defense as well as satisfaction of all judgments entered against the OWNER.

5.6.4 The OWNER will have the right to stop the Work and/or terminate the contract at any time if CONTRACTOR fails to disclose to the OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material, or process.

5.7 Construction Operations.

5.7.1 CONTRACTOR will confine operations at the Project Site to those areas permitted by all Legal Requirements, and will not unreasonably encumber the Project Site with materials and equipment. CONTRACTOR will assume full responsibility for any damage to any portion of the Project Site, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. If an adjacent property owner or occupant files a claim because of or in connection with the performance of the Work, CONTRACTOR will promptly settle the claim by negotiation or as otherwise provided by law. CONTRACTOR will indemnify, defend and hold harmless the OWNER and anyone directly or indirectly employed by the OWNER, from and against all claims, costs, losses, and damages (including court costs and reasonable attorney's fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such the owner or occupant against the OWNER or any other party indemnified hereunder to the extent caused by or based upon performance of the Work or failure to perform the Work.

5.7.2 Except as otherwise provided in the Contract Documents or a work authorization, all Work will be performed solely during Working Hours, unless (i) more restrictive hours are required by City ordinances or other Legal Requirements governing CONTRACTOR's performance of the Work, or (ii) the Contract Administrator approves expanded Working Hours in writing, such as in the event of emergencies, in which instance the Contract Administrator's approval may be terminated at any time and for any reason without recourse to CONTRACTOR. The OWNER has the right to impose further restrictions on working hours reasonably related to the use of occupied facilities. No delays resulting from compliance with applicable Legal Requirements may form the basis for any claim by CONTRACTOR for delay damages or additional compensation or for any extensions of the Contract Time. CONTRACTOR will not permit Work outside of Working Hours without the written consent of the OWNER; such consent, if

given, may be conditioned upon payment by CONTRACTOR of the OWNER's additional costs and fees incurred in monitoring such off-hours Work. CONTRACTOR will notify the OWNER as soon as possible if Work will be performed outside such times in the interest of the safety and protection of persons or property at the Project Site or adjacent thereto, or in the event of an emergency. In no event will CONTRACTOR permit Work to be performed at the Project Site without the presence of CONTRACTOR's Superintendent and person responsible for the protection of persons and property at the Project Site and compliance with all Legal Requirements, if different from the Superintendent.

5.7.3 Site Maintenance. During the progress of the Work and on a daily basis, CONTRACTOR will keep the Project Site free from accumulation of waste materials, rubbish, and other debris resulting from the Work. If CONTRACTOR fails to do so in a manner reasonably satisfactory to the OWNER within 48 hours after notice or as otherwise required by the Contract Documents, the OWNER may clean the Project Site and back charge CONTRACTOR for all costs associated with the cleaning.

At Final Completion, CONTRACTOR will leave the Project Site clean and ready for OWNER's use, including but not limited to the cleaning of manholes, inlets, and gravity underground piping systems, and ready for the OWNER's occupancy, and will at this point also remove all tools, appliances, equipment, machinery, surplus materials, waste, trash, and debris materials. CONTRACTOR will, at a minimum, restore to original condition all property not designated for alteration by the Contact Documents. If CONTRACTOR fails to clean up at the completion of the Work, the OWNER may do so and the cost thereof will be charged against CONTRACTOR.

5.7.4 Risk of Performance. If CONTRACTOR performs any work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission, or violation of Legal Requirements in the Contract Documents of which CONTRACTOR is aware, or which could reasonably have been discovered by the review required by CONTRACTOR by this Contract, without prompt written notice to the OWNER and request for correction, clarification or additional information, as appropriate, CONTRACTOR does so at its own risk and expense and all claims relating thereafter are specifically waived.

5.8 Legal Requirements.

5.8.1 CONTRACTOR will diligently and promptly call for locates required, in accordance with Sunshine State One Call of Florida requirements.

5.8.2 CONTRACTOR will give all other notices and comply with all other Legal Requirements, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. Except where these Legal Requirements provide otherwise, the OWNER will not be responsible for monitoring CONTRACTOR's compliance with any Legal Requirements.

5.8.3 Maintaining clean water, air, and earth or improving thereon will be regarded as of prime importance. CONTRACTOR will plan and execute its operations in compliance with all applicable Legal Requirements concerning control and abatement of water pollution and prevention and control of air pollution.

5.9 Taxes.

5.9.1 CONTRACTOR will pay only those sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida in the performance of this Contract.

5.9.2 The OWNER is an exempt organization as defined by Florida Statutes and is therefore exempt from payment of sales and use taxes.

5.10 Safety and Protection.

5.10.1 CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Upon request, and prior to installation of measures, CONTRACTOR will submit a site security plan to the OWNER. By reviewing the plan or making recommendations or comments, the OWNER will not assume liability nor will CONTRACTOR be relieved of liability for damage, injury, or loss. CONTRACTOR will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, and loss to:

.1 the public;

.2 all persons on the Project Site or who may be affected by the Work;

.3 all the Work and materials and equipment to be incorporated therein, whether in storage on or off Project Site; and

.4 other personal property, fixtures and other items at the Project Site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

5.10.2 CONTRACTOR will comply with the Occupational Safety and Health Administration's (OSHA) Excavation Safety Standard, 29 U.S.C § 651 et seq., 29 C.F.R. 1926.650 Sub Part P., and Chapter 90-96 Florida Statutes. In addition CONTRACTOR will comply with all other applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss, and will erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR will notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them, and will cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in this Subsection 5.10 and caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Sub-contractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, will be remedied by CONTRACTOR (except damage or loss attributable to the fault of Specifications or to the acts or omissions of the OWNER or anyone employed by OWNER or anyone for whose acts OWNER may be liable, and not attributable, directly or indirectly, in whole or in part, to the faults or negligence of CONTRACTOR or any Sub-contractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and protection of the Work will continue until such time as all of the Project is completed and the OWNER has issued a Certificate of Final Completion as provided in the Contract Documents (except as otherwise expressly provided in connection with Substantial Completion).

5.10.3 CONTRACTOR will be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at Project Site in accordance with Legal Requirements.

5.10.4 CONTRACTOR will comply with the following requirements in emergencies:

.1 In emergencies affecting the safety or protection of persons or the Work at Project Site or adjacent thereto, CONTRACTOR, without special instruction or authorization from the OWNER , is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. CONTRACTOR will give the OWNER telephone notification as soon as reasonably practical and a prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the OWNER determines that a change in the Contract Documents is required because of the action taken by

CONTRACTOR in response to such an emergency, a Change Order will be issued; otherwise the OWNER will not be responsible for CONTRACTOR's emergency action.

.2 Authorized agents of CONTRACTOR will respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project Site of CONTRACTOR or his agent to protect the Work or adjacent property from damage, restriction or limitation or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should CONTRACTOR and/or their agent fail to respond and take action to alleviate such an emergency situation, the OWNER may direct other forces to take action as necessary to remedy the emergency condition, and the OWNER will deduct any cost of such remedial action from the funds due CONTRACTOR under this Contract.

.3 If there is an accident involving injury to any individual or damage to any property on or near the Work, CONTRACTOR will provide to the Contract Administrator verbal notification within one hour and written notification within 24 hours of the event and will be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. CONTRACTOR will provide the OWNER copies of such documentation within 48 hours of the event.

.4 CONTRACTOR will cooperate with the OWNER in any investigation of any such incident. CONTRACTOR will immediately report such incidents to any other governmental or quasi-governmental authorities having jurisdiction over safety-related matters as may be required by law.

5.11 Indemnification.

5.11.1 Any obligation of CONTRACTOR to indemnify or hold harmless under this Contract will not be limited in any way by any limitation on the amount or type of damages, or compensation or benefits payable by or for CONTRACTOR or any such Sub-contractor, Supplier, or other person or organization for whom CONTRACTOR may be responsible under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5.11.2 If CONTRACTOR fails to follow the OWNER's directives concerning use of Project Site, scheduling or course of construction, or engages in other conduct which proximately causes damage to property based on inverse condemnation or otherwise, then and in that event, CONTRACTOR will indemnify the OWNER against all costs resulting from such claims.

5.11.3 If CONTRACTOR unreasonably delays progress of the Work being done by others on Project Site so as to cause loss for which the OWNER becomes liable, then CONTRACTOR will indemnify the OWNER from and reimburse the OWNER for such loss.

5.12 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

5.13 Losses from Natural Causes. Unless otherwise specified, all loss or damage to CONTRACTOR arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, will be sustained and borne by CONTRACTOR at its own cost and expense.

5.14. Notice of Claim. Should CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of OWNER or of any of OWNER's employees or agents or others for whose acts OWNER is liable, CONTRACTOR must file a claim within 30 calendar days of the event giving rise to such injury or damage. The provisions of this Section will not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

5.15 Financial Records.

5.15.1 For purposes of this Section 5.15, "financial records" means all records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier of CONTRACTOR, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation:

.1 accounting records;

.2 written policies and procedures;

.3 subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.);

.4 original estimates and estimating work sheets;

.5 correspondence;

.6 Change Order files (including documentation covering negotiated settlements);

.7 back charge logs and supporting documentation;

.8 general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends;

.9 lump sum agreements between CONTRACTOR and any Subcontractor or Supplier;

.10 records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by CONTRACTOR or any of its payees; and

.11 any other CONTRACTOR record that may substantiate any charge related to this Contract.

5.15.2 CONTRACTOR will allow the OWNER, and the OWNER's authorized representatives, to inspect, audit, and/or reproduce, or all three, all Records generated by or on behalf of the CONTRACTOR and each subcontractor and Supplier, upon the OWNER's written request. Further, CONTRACTOR will allow the OWNER, and the OWNER's authorized representatives, to interview any of CONTRACTOR's employees, all Subcontractors, all Suppliers, and all of their respective employees.

5.15.3 CONTRACTOR will retain all its Records, and require all its Sub-contractors and Suppliers to retain their respective Records, during this Contract and for three years after final payment, until all audit and litigation matters that the OWNER has brought to the attention of the CONTRACTOR are resolved, or as otherwise required by law, whichever is longer. The OWNER's right to inspect, audit, or reproduce Records, or interview employees of CONTRACTOR or its respective Subcontractors or Suppliers, exists during this Contract, and for three years after final payment, until all audit and litigation matters that the OWNER has brought to CONTRACTOR's attention are resolved, or as otherwise required by law, whichever is longer, and at no cost to the OWNER, either from the CONTRACTOR or any of its subcontractors or Suppliers that may furnish Records or make employees available for interviewing.

5.15.4 CONTRACTOR must provide sufficient and accessible facilities during its normal business hours for the OWNER to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.

5.15.5 CONTRACTOR must insert these requirements in each written contract between CONTRACTOR and any subcontractor or Supplier and require each subcontractor and Supplier to comply with these provisions.

ARTICLE 6 - OTHER WORK

6.1 Proper and Safe Access by Other Contractors. CONTRACTOR will afford other contractors and each utility owner (and the OWNER, if the OWNER is performing the additional work with the OWNER's employees) proper and safe access to the Project Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and will properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR will do all cutting, fitting, patching, and finishing of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the OWNER and the other contractors whose work will be affected. CONTRACTOR will promptly remedy damage wrongfully caused by CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors.

6.2 Progress Schedules. The OWNER will provide for coordination of the activities of the OWNER's own forces, of each separate City contractor, and of any other utility owners performing work in relation to the Work of CONTRACTOR, who will cooperate with them. CONTRACTOR will participate with the OWNER any other contractors retained by the OWNER, in reviewing their construction progress schedules when directed to do so. On the basis of such review, CONTRACTOR will make any revisions to the current approved Progress Schedule deemed necessary after a joint review and mutual agreement. The agreed-upon progress schedules will then constitute the progress schedules to be used by CONTRACTOR, the OWNER, and any other contractor retained by the OWNER until subsequently revised.

6.3 Improper Timing or Delays. Costs caused by delays or by improperly timed activities or defective construction will be borne by the party responsible therefore.

ARTICLE 7 – WARRANTIES

7.1 General Warranty. CONTRACTOR warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials for the duration of the General Warranty Period described below; will strictly conform to the requirements of the Contract; and will be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, the Contract. This general warranty is in addition to any other warranties expressed or implied by law, which are hereby reserved unto the OWNER.

7.1.1 General Warranty Period. The General Warranty Period will be two years from Final Completion of the project.

7.1.2 Duty to Correct. CONTRACTOR will correct any and all defects that defects in material and/or workmanship which may appear during the General Warranty Period, even if discovered after the General Warranty Period, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the OWNER, within a reasonable period of time, and to the OWNER's satisfaction.

7.1.3 General Warranty is Absolute. The only exceptions to the General Warranty will be defects or damage caused by abuse, modification or improper maintenance or operation by persons other

than CONTRACTOR or CONTRACTOR's Sub-contractors or Suppliers; or normal wear and tear under normal usage. In all other respects the General Warranty will be absolute.

7.2 Relation to Specific Correction Provisions and Other Remedies. CONTRACTOR's general warranty and any additional warranties are not limited by CONTRACTOR's obligations to specifically correct Defective/Nonconforming Work, nor are they limited by any other remedies provided in the Contract Documents. CONTRACTOR will also be liable for any damage to property or persons (including death), including consequential and direct damages, relating to any breach of the General Warranty or any additional or special warranties required of the CONTRACTOR by the Contract Documents.

7.3 Third Party Warranties. CONTRACTOR will obtain and assign or transfer to the OWNER, all product warranties available from manufacturers or Suppliers of materials to be used in the Project. CONTRACTOR will also obtain and assign or transfer to OWNER, any additional third party warranties as to materials or methods as specified in the Contract Documents. The OWNER's acceptance of any assigned warranties or guaranties will be a precondition to final payment and will not relieve CONTRACTOR of any of CONTRACTOR's guaranty or warranty obligations under this Contract.

ARTICLE 8 – DELAYS AND ADJUSTMENTS TO PROJECT TIME AND PROJECT PRICE

8.1 Delay. Delays are classified in one of the following categories:

8.1.1 An excusable delay is a delay caused by a Force Majeure event. An excusable delay may entitle CONTRACTOR to an extension of Project Time but not an increase in Project Price.

8.1.2 A compensable delay is a delay which is caused solely and exclusively by acts or omissions of the OWNER, excepting actions taken by the OWNER to protect the public health or safety or to conform to law. A compensable delay may entitle CONTRACTOR to both an extension of Project Time and an increase in Project Price.

8.1.3 An unexcused delay is any delay other than an excusable or compensable delay. An unexcused delay entitles CONTRACTOR to no adjustment to Project Time or Project Price.

8.2 Events Not Constituting a Delay. The following events will not be considered an excusable delay of any kind even though they are not anticipated by CONTRACTOR, not within CONTRACTOR's control, and are not reasonably foreseeable:

8.2.1 Events that pose no delay to scheduled items of Work .

8.2.2 Events that would not prevent CONTRACTOR from achieving Final Completion before the expiration of the Project Time, where CONTRACTOR may otherwise accelerate other items of Work without undue expense.

8.2.3 Weather, unless the weather is more severe than the adverse weather normally anticipated for the Project Site for the month in question, based on a generally accepted source of data such as the National Weather Service.

8.3 Notice of Delay Required. CONTRACTOR will provide written notice of any actual or prospective delay promptly, and in no event later than ten days after the occurrence of the event giving rise to such delay. In the case of a continuing delay, CONTRACTOR will provide an initial notice and a further notice at each progress meeting throughout the duration of the delay. The notice will contain all of the specific information required in the following Subsection.

8.4 Contents/Supporting Documents. CONTRACTOR's notice of delay will identify the work authorization(s) to which the notice applies. For each work authorization the notice will identify those portions of the current approved Progress Schedule affected by the delay and will include an estimate of

the cost and probable effect of the delay, if any, on the progress of the Work. Supporting documentation will include, but is not limited to:

8.4.1 A written detailed statement of the reasons and causes for the delay;

8.4.2 Inclusive dates of the delay;

8.4.3 Specific trades and portions of the Work affected by the delay;

8.4.4 Status of Work affected before commencement of the delay;

8.4.5 If CONTRACTOR claims that the delay is an excusable delay or compensable delay, evidence that the delay was unforeseeable, beyond CONTRACTOR's control, and without the fault or negligence of CONTRACTOR or the negligence of anyone for whose acts CONTRACTOR is responsible including any Sub-contractor or Supplier; and in the case of a compensable delay, was caused solely and exclusively by the acts or omissions of the OWNER (excepting actions taken by the OWNER to protect the public health or safety or to conform to law) or anyone for whose acts the OWNER is responsible, and which are unreasonable under the circumstances involved and not reasonably within the contemplation of the parties.

8.5 Failure to Comply with Notice Requirements. The notice required by this Article operates as a condition precedent to the assertion of any claim for extension of Project Time, increase in Project Price, or damages by CONTRACTOR. If CONTRACTOR fails to give the OWNER timely written notice of a claim as required by this Article, CONTRACTOR will be deemed to have waived the claim, and the OWNER will have no further liability respecting the claim.

8.6 Review and Adjustment of Schedules. Upon receipt of a notice from CONTRACTOR of the occurrence of a delay complying with the requirements of this Article, the OWNER will review the current approved Progress Schedule applicable to the work authorization(s) referenced to determine (i) whether the delay is in fact an excusable or compensable delay, and (ii) whether any adverse effects of the delay can be overcome by an adjustment in the Progress Schedule, including the application of any unused "float" time available in the Schedule. The OWNER may require CONTRACTOR to submit a more detailed Progress Schedule than previously required in order to permit the OWNER to evaluate the delay. Based on such review, CONTRACTOR will, if required by the OWNER, submit for the OWNER's approval a revised Progress Schedule, which minimizes the adverse effects of the delay.

8.7 Limitation on Adjustments Due to Delays Generally. No extension of the Project Time or increase in the Project Price will be allowed for an unexcused delay. No extension of the Project Time or increase in the Project Price will be made to the extent that performance is, was or would have been suspended, delayed or interrupted by another cause for which CONTRACTOR is responsible. No increase in the Project Price will be made to the extent performance was or would have been suspended, delayed or interrupted by another cause for which the OWNER is not solely and exclusively responsible.

8.8 Additional Limitations on Adjustments to Project Time Due to Delays. No extension of Project Time will be provided where, notwithstanding a Force Majeure event or other claimed delay, CONTRACTOR may achieve Final Completion within the Project Time through adjustments to the current approved Progress Schedule.

8.9 Additional Limitations on Adjustments to Project Price Due to Delays. Any obligation on the part of the OWNER to pay CONTRACTOR for compensable delay is solely intended to reimburse CONTRACTOR for actual expense arising out of the compensable delay. No consequential damages will be allowed to CONTRACTOR in connection with any claimed delays. Damages for compensable delay will be determined by the Force Account method set forth below.

8.9.1 Standby equipment costs will not be allowed during periods when the equipment would have otherwise been idle. Standby equipment time will not exceed more than eight hours per day, 40

hours per week, and 176 hours per month. Standby equipment costs will be paid at 50 percent of the applicable Rental Rate Blue Book rates and calculated by dividing the monthly rate by 176, multiplying the result by the number of standby hours and multiplying that number by the regional adjustment factor and the rate adjustment factor contained in the Blue Book. Operating costs will not be allowed.

8.10 No Damages are Due to CONTRACTOR for Prevention of Early Completion. CONTRACTOR represents that its Bid includes all costs, overhead and profit which may be incurred throughout the Contract Time, including the period between Substantial and Final Completion. Accordingly, CONTRACTOR may not make any claim for delay damages based in whole or in part on the premise that CONTRACTOR would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

8.11 Acceleration to Avoid Delays. If CONTRACTOR's progress is not maintained in accordance with the current approved Progress Schedule, or the OWNER determines that CONTRACTOR is not diligently proceeding with the Work or has evidence reasonably indicating that CONTRACTOR will not be able to conform to the current approved Progress Schedule, CONTRACTOR will, promptly and at no additional cost to the OWNER, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the OWNER thereof. Any extension of working hours requires approval of the OWNER, which will not be unreasonably withheld but may be subject to reasonable conditions including payment for additional or overtime services of the OWNER the Architect/Engineer and any other applicable consultants, testing or regulatory agency costs.

ARTICLE 9 – CHANGES

9.1 Materially Different Site Conditions. For purposes herein, "materially different site conditions" means conditions that are different from those indicated in the Contract Documents, that are reasonably unknown to the CONTRACTOR, given CONTRACTOR's experience in performing the services to be provided within the City of Daytona Beach, and CONTRACTOR's ability to inspect for site conditions prior to submitting a proposal for the work in question. CONTRACTOR may be entitled to an increase in Project Time or Contract Price in such instance, subject to the exclusions and conditions of that article including notice requirements.

9.1.1 Investigation and Determination. The OWNER will promptly investigate any alleged differing conditions as to the structure (but not as to the Site or subsurface conditions). If the OWNER finds that the conditions of the structure differ materially and require a change in the Work and cause an increase or decrease in CONTRACTOR's cost of, or time required for, performance of any part of the Work, the OWNER may make an adjustment in the amount payable to CONTRACTOR or the Contract Time, as applicable. If the OWNER determines that the conditions of the structure are not materially different or that no change in the terms of the Contract is justified, the OWNER will so notify CONTRACTOR in writing.

9.2 Constructive Changes and Disputed Adjustments.

9.2.1 Notice to the OWNER. CONTRACTOR will advise the OWNER in writing promptly and in no event later than ten days after (i) issuance of any interpretation, clarification, instruction, direction or order whether orally or in writing from either the OWNER, or (ii) the occurrence of any event or discovery of any condition (including any condition as provided in Section 9.1 and if applicable, 9.2), which CONTRACTOR believes or has reason to believe entitles CONTRACTOR to an increase in the amount payable to CONTRACTOR or an extension of the Project Time as set forth in the work authorization affected by such interpretation, clarification, instruction, direction, or order; and except in the case of an emergency involving possible loss of life or bodily injury or significant property damage, the required written notice will be provided prior to proceeding with the Project. Failure of CONTRACTOR to provide such notice constitutes an acceptance of the interpretation, clarification, instruction, direction, order, event, or condition without adjustment to the Project Price or the Project Time and a conclusive waiver of any claim relating to the same. In order to be valid, a claim for an adjustment of Project Price or Project Time must contain the specific adjustment requested and must be supported by a detailed explanation of

the basis for the claim. In addition to be valid, a claim for increase in Project Time must be supported by the documentation specified in Section 8.4 and a claim for an increase in the Project Price must be documented and calculated as specified in Section 10.3.1. Failure of CONTRACTOR to object as and when specified in this Subsection is deemed an acceptance of interpretation, clarification, instruction, direction or order as issued and a waiver of any claim by CONTRACTOR to any adjustment to the Project Price or the Project Time.

9.2.2 Disputed Adjustments. All disputed adjustments under this Contract will be determined in accordance with Section 10.3.1 if, as conditions precedent thereto, CONTRACTOR has timely provided all notices and objections required under the terms of the Contract.

ARTICLE 10 - CHANGE INSTRUMENTS

10.1 Introduction.

10.1.1 The OWNER may issue a Change Instrument to require changes in the Project without invalidating the Contract or work authorization.

.1 A Field Directive may be issued to require minor changes in the Project that, in the OWNER's view, do not change the scope of work, present a delay, or require an adjustment to Project Time or Project Price. Examples of such situations where Field Directives may be appropriate are unanticipated field conditions or unavailability of specified materials and equipment.

.2 All other changes to the Project will require the issuance of a Change Order issued in conformance with these General Conditions.

10.2 Change Order or Formal Amendment Required for Contract Time and Contract Price Adjustments. Adjustments to Project Time or Project Price will be granted only through a properly-issued Change Order or through a formal amendment to the Contract.

10.3 Change Orders Adjusting Contract Price.

All Change Orders adjusting Contract Price will be invalid unless approved as provided by the Purchasing Code, Chapter 30, Code of the City of Daytona Beach.

10.3.1 Basis for Contract Price Adjustment. Subject to any federal procurement standards that may apply if the Project is a federally funded project, in which case the standards will govern to the extent of conflict, a Change Order may provide for an adjustment in the Project Price based only on one of the following methods

.1 Unit Prices as stated in the Contract Documents.

.2 A fixed not-to-exceed or lump sum agreed to by the OWNER and CONTRACTOR and stated in the Change Order, properly itemized and supported by sufficient substantiating data to permit evaluation which will be limited to estimated costs of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and site-specific overhead and general conditions) of 10% if the Work is performed by CONTRACTOR, or 5% if the Work is performed by a Sub-contractor. The Sub-contractors' overhead and profit in turn will not exceed 10%. The total percentage of overhead and profit payable by the OWNER (to both CONTRACTOR and all sub tier Sub-contractors), regardless of the sub-tier which performs the work, will not exceed 15%.

.3 Actual costs, properly itemized, plus a profit factor, using the Force Account method set forth in Section 10.3.2.

.4 In the absence of an agreement between the OWNER and CONTRACTOR, the OWNER will determine the amount of the Project Price Adjustment using any of the methods outlined in Subsections 10.3.1.1 – 10.3.1.3, above, whichever will result in the lowest cost to the OWNER.

.5 No cost will be included in a Change Order for time spent preparing the Change Order, nor will costs be included for an estimate of time to negotiate the Change Order costs for machinery, tools, or equipment.

10.3.2 Force Account Method for Contract Price Increases. Before using the Force Account method provided for herein, the OWNER and CONTRACTOR agree to negotiate a Change Order using the other methods identified in Subsection 10.3.1, above, as appropriate, to determine the adjustment in the Project Price. If neither of these methods can be agreed upon before a change in the Work is commenced which will result in an adjustment in the Project Price, then the change in the Work will be performed by a Change Order using the Force Account method, and payment will be made as follows:

.1 For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to 15% of the sum thereof as compensation for CONTRACTOR's and any effected Sub-contractor's total overhead and profit. No separate charge will be made by CONTRACTOR or its Sub-contractor(s) for organization or overhead expenses. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 15% compensation provided above, for CONTRACTOR's and any effected Sub-contractor's cost of premiums on liability insurance, workers' compensation insurance, social security and unemployment insurance. The actual cost of CONTRACTOR's bond(s) on the extra Work will be paid based on invoices from surety. No charge for superintendence will be made unless considered necessary and ordered by the OWNER.

.2 CONTRACTOR will receive the actual cost, including freight charges, of the materials used and installed on such Work, to which costs will be added a sum equal to 20% thereof as compensation for CONTRACTOR's and any effected Sub-contractor's total overhead and profit. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

.3 For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by the OWNER and CONTRACTOR, the OWNER will allow CONTRACTOR the applicable daily, weekly or monthly rate as given in the latest edition of the "Rental Rate Blue Book" as published by EquipmentWatch (1-800-669-3282) for each hour that said equipment is in use on such work, which rate includes the cost of fuel, lubricants and repairs. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. If the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four hours of the day. If the equipment is idle more than four hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected Sub-contractor's overhead and profit. The OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in this Paragraph for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.

.4 The compensation provided for herein, will be received by as payment in full for work done pursuant to the Change Order and will include use of small tools, and total overhead expense and profit. CONTRACTOR and the OWNER will compare records of

work done by Change Order at the end of each day. Copies of these records will be made upon forms provided for this purpose by the OWNER and signed by both the OWNER and CONTRACTOR, with one copy being retained by the OWNER and one by CONTRACTOR. Refusal by CONTRACTOR to sign these records within two working days of presentation does not invalidate the accuracy of the record.

10.4 Payment for Work Covered by Change Order. Additional monies due CONTRACTOR pursuant to a valid Change Order providing for an adjustment to the Project Price, will be paid for in accordance with the Progress Payment schedule established in the work authorization, in which case payment will be subject to retainage requirements set forth in the Contract; or at the time of Final Payment.

10.5 Absence of Proposed Adjustments. If a Change Instrument is silent as to any adjustment to the Project Price or Project Time, it will be conclusively presumed that none is intended and none will be allowed unless CONTRACTOR files an objection as and when specified in the following Subsection.

10.6 Action upon Receipt of Change Instrument. Upon receipt of a Change Instrument, CONTRACTOR will promptly proceed with the change in the Project involved.

10.6.1 CONTRACTOR will advise the OWNER in writing, promptly and in any event no later than ten days after issuance of the Unilateral Change Instrument, of CONTRACTOR's objection (i) to the amount or method, if any, provided for in the Change Instrument for adjustment to Project Price or Project Time, or (ii) to the absence of any adjustment to the Project Price or Project Time. In order to be valid, a claim for an adjustment of Project Price or Project Time, must contain the specific adjustment requested, must be supported by a detailed explanation of the basis for the claim. In addition to be valid, a claim for increase in Project Time must be supported by the documentation specified in Subsection 8.4 and a claim for an increase in the Contract Price, must be documented and calculated as specified in Subsection 10.3. **Failure of CONTRACTOR to object as and when specified in this Subsection is deemed an acceptance of the Unilateral Change Order as issued and a waiver of any claim by CONTRACTOR to any adjustment to the Project Price or Project Time.**

10.7 Waiver of Claim. Except for emergencies involving possible loss of life or bodily injury or significant property damage, CONTRACTOR's commencement of the Work that is subject to a Change Instrument will constitute a complete waiver by CONTRACTOR as to such claim regardless of whether CONTRACTOR has within the ten-day period notified the OWNER of a claim consistent with the requirements of Subsection 10.6.1.

10.8 OWNER's Right to Use Third Parties for Additional Work. If the OWNER and CONTRACTOR are unable to negotiate the terms of a Change Order for the performance of additional Work, the OWNER may, at its election, perform such additional Work with its own forces or with another CONTRACTOR and such work will be considered "Other Work."

10.9 OWNER's Right to Accelerate Schedule. The OWNER reserves the right to issue a Change Instrument to accelerate the Work which may be subject to an appropriate adjustment, if any, in the Project Price. If the OWNER requires an acceleration of the Project Schedule and no adjustment is made in the Project Price, or if CONTRACTOR disagrees with any adjustment made, any claim an adjustment must comply with the requirements of Subsection 10.6.1 or be deemed to be conclusively waived.

ARTICLE 11 – TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL AND ACCEPTANCE OF DEFECTIVE WORK

11.1 Access to Work. The OWNER, including the Contract Administrator and other employees and agents, independent testing laboratories, and governmental agencies having jurisdiction, will each have access to the Work at reasonable times for observing, inspecting and testing. CONTRACTOR will provide them proper and safe conditions for such access, and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

11.2 The OWNER May Stop the Work.

11.2.1 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the Work will not give rise to any duty on the part of the OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

11.2.2 If CONTRACTOR fails to correct Defective Work or submit a satisfactory plan to take corrective action, with procedure and time schedule, the OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until cause for such order has been eliminated, or take any other action permitted by this Contract. A notice to stop the Work, based on defects, will not stop calendar or Working Days charged to the Project.

11.3 Correction or Removal of Defective Work. If required by the OWNER, CONTRACTOR will promptly, as directed, either correct all Defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the OWNER, remove it from Project Site and replace it with Work that is not defective. CONTRACTOR will correct or remove and replace Defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of Defective Work. CONTRACTOR will pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

11.4 Correction Required. If within the Warranty Period, or such longer period of time as may be prescribed by Legal Requirements or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work, including Work performed after the Substantial Completion date, is found to be defective, CONTRACTOR will promptly, without cost to the OWNER and in accordance with the OWNER's written instructions:

11.4.1 Correct such Defective Work, or, if it has been rejected by the OWNER, remove it from Project Site and replace it with Work that is not defective, and

11.4.2 Satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the Defective Work.

If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the Defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. The warranty period will be deemed to be renewed and recommenced in connection with the completed items of Work requiring correction.

11.5 Coordination with OWNER. If correction of Defective Work will affect the function or use of the facility, CONTRACTOR will not proceed with correction of Defective Work without prior coordination and approval of the OWNER.

11.6 Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of Defective Work, the OWNER decides to accept it, the OWNER may do so. CONTRACTOR will pay all claims, costs, losses and damages attributable to the OWNER's evaluation of and determination to accept such Defective Work. For purposes of this Section, the OWNER's acceptance of sample materials or equipment will not be deemed to be acceptance of Defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating the OWNER for the diminished value of the Defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid

by CONTRACTOR to the OWNER after a calculation by the OWNER of the diminution in value of the Defective Work.

11.7 The OWNER May Correct Defective Work. If CONTRACTOR fails within a reasonable time after written notice of the OWNER to correct Defective Work, or to remove and replace rejected Work, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. If, in the opinion of the Contract Administrator, significant progress has not been made during this seven-day period to correct the deficiency, the OWNER may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, the OWNER will proceed expeditiously. In connection with such corrective and remedial action, the OWNER may exclude CONTRACTOR from all or part of Project Site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at Project Site or for which the OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR will allow the OWNER, its agents and employees, the OWNER's other contractors, access to Project Site to enable the OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by the OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's Defective Work. CONTRACTOR will not be allowed an extension of the Contract Times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by the OWNER of the OWNER's rights and remedies hereunder.

11.8 CONTRACTOR Remains Responsible for the Work. The following will not be deemed to be a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

11.8.1 Any acceptance by the OWNER or any failure to do so;

11.8.2 Any correction of Defective Work by the OWNER.

ARTICLE 12 – PROGRESS PAYMENTS, PARTIAL UTILIZATION AND FINAL COMPLETION

12.1 General Method of Payment. For each work authorization, payment of the Project Price will be made in a series of Progress Payments and after Final Completion, a Final Payment, in accordance with this Article.

12.1.1. If CONTRACTOR is required by the work authorization to provide a payment or performance bond, no payment will be made unless and until CONTRACTOR records the bonds and provides the OWNER certified copies of the recorded bonds in accordance with Florida Statutes Section 205.05(b).

12.2 Application for Payment. CONTRACTOR may submit to the OWNER, no more than once a month and no sooner than 30 days following commencement of the Work, an application for payment for those portions of the Work completed as of the date of the application. The OWNER may, by notice, designate a specific day of each month for submission of the application for payment. Each application for payment will be in a form acceptable to the OWNER, and will include the following documents:

12.2.1 Unless the Contractor has provided payment and performance bonds and recorded them in the public records as provided in Florida Statues Section 205.05, releases of liens from subcontractors or suppliers.

12.2.2 CONTRACTOR's written certification (i) as to the value of the Work completed, and (ii) that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid; and

12.2.3 If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at Project Site or at another location agreed to in writing, the application for payment by such bills of sale, data and other procedures satisfactory to the OWNER substantiating the OWNER's title to such materials or equipment or otherwise protecting the OWNER's interest.

Each application for payment will be deemed to be a warranty and guarantee by CONTRACTOR that title to all Work, materials and equipment covered by the application, whether incorporated in the Project or not, will pass to the OWNER free and clear of all liens no later than the time of payment to CONTRACTOR.

12.3 Review of Application for Payment. As soon as practicable after receipt of an application for Payment, and within the 10-day period following receipt of the application as provided by the Prompt Payment Act, the OWNER will approve, partially approve, or reject the application. The OWNER will provide written notice if payment is rejected or partially rejected, specifying the deficiency in the application for payment and the action necessary to make the request proper. In addition to rejecting payment of all or a portion of the application for failure to comply with submittal requirements referenced above, the OWNER will have the right to reject all or a portion of the application for any of the following reasons:

12.3.1 Defective Work not remedied;

12.3.2 Third party Claims filed or reasonable evidence indicating probable filing of such Claims;

12.3.3 Unless Contractor has provided payment and performance bonds and complied procedurally with Florida Statutes Section 205.05, failure of CONTRACTOR to make payments properly to Sub-contractors and suppliers or for labor, materials, or equipment;

12.3.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Project Price;

12.3.5 Damage to the OWNER, another contractor, or to another property owner;

12.3.6 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

12.3.7 Failure of CONTRACTOR to submit and update a Progress Schedule in accordance with the Contract Documents;

12.3.8 Failure of CONTRACTOR to maintain a record of changes on drawings and documents;

12.3.9 CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up; or

12.3.10 CONTRACTOR's failure to comply with any provision of the Contract Documents.

If any portion of the application is rejected the OWNER will provide CONTRACTOR a written notice as to the reasons for rejection, within the time frame provided in the Prompt Payment Act. CONTRACTOR will then make the necessary corrections and re-submit the application or portion of application rejected.

12.4 Progress Payments. The OWNER will make payment on an approved or partially approved application, less amounts set aside for retainage within the deadlines provided by the Prompt Payment Act. If CONTRACTOR and the OWNER disagree on the basis or amount of the payment, or if CONTRACTOR is unwilling to make the necessary corrections or modifications and re-submit the Request as to those items rejected by the OWNER, then the OWNER may approve and process the Request by making such adjustments thereto as the OWNER deems appropriate so that CONTRACTOR receives without delay, payment of the amount determined by the OWNER to have been earned and owing to CONTRACTOR.

12.5 Amounts Withheld from Progress Payments. Unless otherwise specified in the work authorization, the OWNER will withhold an amount from each such approved progress payment, retainage in an amount determined pursuant to the Prompt Payment Act, which as of the Effective Date provides for a 10% retainage until 50-Percent Completion, and a 5% retainage thereafter.

Subject to any limitations that may be imposed by the Prompt Payment Act if applicable, the OWNER will hold all retainage until Final Payment. However, if the Work is near Substantial or Final Completion and delay occurs due to no fault or neglect of CONTRACTOR, the OWNER may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at the OWNER's option, may be relieved of the obligation to complete the Work and thereupon, CONTRACTOR will receive payment of the balance due for the work completed and accepted, subject to the conditions applicable to OWNER's termination of work without cause.

12.6 Delayed Payments. Should the OWNER fail to make payment to CONTRACTOR of the amount approved for any application for payment within the time frames provided in the Prompt Payment Act, the OWNER will pay to CONTRACTOR, in addition to amount approved, interest thereon at the rate specified in the Act, from date due until fully paid, which will fully liquidate any injury to CONTRACTOR growing out of such delay in payment.

12.7 Substantial Completion.

12.7.1 When CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, CONTRACTOR will notify the OWNER and request a determination as to whether the Work or designated portion thereof is substantially complete. If the OWNER does not consider the Work substantially complete, the OWNER will notify CONTRACTOR giving reasons therefore. After performing any required Work, CONTRACTOR will then submit another request for the OWNER to determine Substantial Completion. If the OWNER considers the Work substantially complete, the OWNER will prepare and deliver a certificate of Substantial Completion which will establish the date of Substantial Completion, will include a punch list of items to be completed or corrected before Final Payment, will establish the time within which CONTRACTOR will finish the punch list, and will establish responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. The Work will not be deemed to be substantially or finally complete until any certificates of occupancy required to occupy the Project are issued. The OWNER and CONTRACTOR will both sign the certificate of Substantial Completion, to evince acceptance of the responsibilities assigned to them in such certificate.

12.8 Final Inspection and Final Completion. CONTRACTOR will provide the OWNER the Notice of Completion sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction of all Punch List Work before the Completion Date. Upon receipt of CONTRACTOR's Notice of Completion, the OWNER will make a review of the Work and notify CONTRACTOR in writing of all Punch List Work, if any, to be completed or corrected. Following CONTRACTOR's completion or correction of all Punch List Work, the OWNER again review the Work and prepare and deliver to CONTRACTOR either a written notice of additional Punch List Work to be completed or corrected or a written Certificate of Final Completion, signifying final acceptance of the Work.

12.8.1 If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation, at the OWNER's option the OWNER may issue a Certificate of Final Completion on the condition that CONTRACTOR executes a re-vegetation letter, with letter of credit or other guarantee in form and amount satisfactory to the OWNER, to ensure completion of this item. This Work will be accomplished within 30 days of the date of Final Completion of the Work. When permanent erosion control has been established, the OWNER will initiate an inspection for final acceptance of the erosion controls. If the re-vegetation is not completed within the 30 days, the OWNER, at its option, may complete the Work using the posted guarantee.

12.8.2 In all other instances, the OWNER will only be obligated to issue a Certificate of Final Completion accepting the Work as finally complete, when the whole and all parts thereof will have been completed to the satisfaction of the OWNER in full compliance with this Contract and the work authorization.

12.9 Final Application for Payment. As soon as practical after the OWNER's issuance of the Certificate of Final Completion, CONTRACTOR will submit to the OWNER a properly completed application for Final Payment in the form approved or provided by the OWNER. The application will include or attach the following:

12.9.1 As-builts of completed lines.

12.9.2 Unless Contractor has provided payment and performance bonds and procedurally complied with Florida Statutes, Section 205.05:

.1 Legally effective final releases or waivers of liens from CONTRACTOR, and from all Sub-contractors which performed services for CONTRACTOR and all Suppliers of material or equipment to CONTRACTOR;

.2 An affidavit that all of CONTRACTOR's debts, and claims, including from all Sub-contractors, Sub-contractors, and Suppliers in connection with the Work, have been paid or otherwise satisfied;

12.9.3 Complete and legally effective releases or waivers satisfactory to the OWNER of all claims other than claims of Sub-contractors and Suppliers, filed in association with the Work;

12.9.4 The consent of the surety, if any, to final payment;

12.9.5 Non-Use of Asbestos Affidavit (After Construction);

12.9.6 Certificate evidencing that required insurance will remain in force after final payment and through the warranty period; and

12.9.7 Any other documentation required pursuant to the Contract Documents.

12.10 If Final Application is Rejected. If the OWNER rejects the request for Final Payment, the OWNER will provide CONTRACTOR written notice stating the reasons therefore within the time required by the Prompt Payment Act.

12.11 Final Payment; Waiver of Claims. Final Payment will be deemed to have taken place when CONTRACTOR or any of its representatives negotiates the OWNER's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return. The making and acceptance of Final Payment will constitute:

12.11.1 A waiver of claims by the OWNER against CONTRACTOR, except claims arising from unsettled claims, from Defective Work appearing after final inspection, from failure to comply with the

Contract Documents or the terms of any warranty specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

12.11.2 A waiver of all claims by CONTRACTOR against the OWNER other than those which were made in writing through the date that the check for final payment was issued and which are unsettled.

12.12 Partial Final Payment in Extenuating Circumstances. If the OWNER determines that after CONTRACTOR has achieved Substantial Completion, Final Completion is materially delayed through no fault of CONTRACTOR, the OWNER may without terminating this Contract, make payment of balance due for that portion of the Work fully completed and accepted. Such payment will be made under the terms and conditions governing Final Payment, except that it will not constitute a waiver of claims by the OWNER, and will not cause a transfer of title or relieve CONTRACTOR for responsibility for the Substantially Completed Work.

ARTICLE 13 - SUSPENSION OF WORK AND TERMINATION

13.1 The OWNER May Suspend Project Without Cause. At any time and without cause, the OWNER may suspend any or all of the Work or any portion thereof, including any or all Projects, for a period of not more than 90 days by written notice to CONTRACTOR which will fix the date on which such Work will be resumed. CONTRACTOR will resume such Work on the date so fixed. CONTRACTOR will be allowed an adjustment in the Project Price or an extension of the Project Time, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim for such an adjustment as provided herein.

13.2 The OWNER May Terminate Without Cause. Upon seven days' notice to CONTRACTOR, the OWNER may, without cause and without prejudice to any right or remedy of the OWNER, elect to terminate one or more work authorizations or the Contract in its entirety. In such case, CONTRACTOR will be paid for completed and acceptable Work executed in accordance with the Contract Documents and work authorizations prior to the date of termination, and, unless the Contract is for unit prices, the following:

13.2.1 For reasonable demobilization costs;

13.2.2 For reasonable anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on the entire Contract not previously paid, unabsorbed overhead, or lost opportunity; and

13.2.3 For all claims incurred in settlement of terminated contracts with Sub-contractor and others, including for anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on the entire Contract not previously paid, unabsorbed overhead, or lost opportunity. CONTRACTOR agrees to negotiate in good faith with Sub-contractor and others to mitigate the OWNER's cost.

13.3 The OWNER May Terminate With Cause.

13.3.1 Upon the occurrence of any one or more of the following events:

.1 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents or work authorization(s);

.2 if CONTRACTOR disregards Legal Requirements;

.3 if CONTRACTOR disregards the authority of the Contract Administrator or the City Manager;

.4 if CONTRACTOR makes fraudulent statements;

.5 if CONTRACTOR fails to maintain a work force adequate to accomplish one or more Projects within the Project Time(s);

.6 if CONTRACTOR fails to make adequate progress and endangers successful completion of one or more Projects; or

.7 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents or work authorizations;

The OWNER may, after giving CONTRACTOR (and the surety, if any) seven days notice terminate the Contract or one or more work authorizations issued pursuant to the Contract. The OWNER, at its option, may proceed with negotiation with the surety (if any) for completion of one or more Projects and terminate other Projects. Alternatively, the OWNER may under these circumstances exclude CONTRACTOR from one or more Project Sites and take possession of the Project (without liability to CONTRACTOR for trespass or conversion), incorporate in the Project all materials and equipment stored at Project Site or for which the OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Project as the OWNER may deem expedient. In such case CONTRACTOR will not be entitled to receive any further payment under the work authorization until the Project is finished. If the unpaid balance of the Project Price exceeds all claims, costs, losses and damages sustained by the OWNER arising out of or resulting from completing the Project, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or to the extent applicable the surety will pay the difference to the OWNER. If a termination for cause is found to be wrongful, the termination will be converted to a termination without cause, and CONTRACTOR's remedy for wrongful termination is limited to the recovery of the payments permitted for termination without cause.

13.3.2 Where CONTRACTOR's services have been so terminated by the OWNER, the termination will not affect any rights or remedies of the OWNER against CONTRACTOR and surety then existing or which may thereafter accrue, including any such rights under other work authorizations. Any retention or payment of moneys due CONTRACTOR by the OWNER will not release CONTRACTOR from liability.

13.4 CONTRACTOR May Stop Work or Terminate. If through no act or fault of CONTRACTOR, the Project is suspended for a period of more than 90 days by the OWNER or under an order of court or other public authority, or (except during disputes) the Contract Administrator fails to forward for processing any mutually acceptable Application for Payment within 30 days after it is submitted, or (except during disputes) the OWNER fails for 60 days after it is submitted to pay CONTRACTOR any sum finally determined by the OWNER to be due, then CONTRACTOR may, upon seven days' written notice to the OWNER, and provided the OWNER does not remedy such suspension or failure within that time, terminate the work authorization and recover from the OWNER payment on the same terms as provided in Section 13.2, above. In lieu of terminating the work authorization and without prejudice to any other right or remedy, if (except during disputes) the Contract Administrator has failed to forward for processing any mutually acceptable Application for Payment within 30 days after it is submitted, or (except during disputes) the OWNER has failed for 60 days after it is submitted to pay CONTRACTOR any sum finally determined by the OWNER to be due, CONTRACTOR may upon seven days' written notice to the OWNER stop the Project until payment of all such amounts due CONTRACTOR under the work authorization, including interest thereon. The provisions of this Section are not intended to preclude CONTRACTOR from making a Claim for an increase in Project Price or Project Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Project as permitted by this Section.

13.5 Discretionary Notice to Cure. In its complete discretion, the OWNER may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety (if any) to cure any of the conditions outlined in Section 13.3.1 and/or an anticipatory breach of contract and, if required by the OWNER, to attend a meeting with the OWNER, regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or

commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR will prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR's report will be delivered to the OWNER at least three days prior to any requested meeting with the OWNER and surety.

13.6 Bankruptcy. If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR's insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, the OWNER may demand CONTRACTOR or its successor in interest provide the OWNER with adequate assurance of CONTRACTOR's future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to the OWNER's reasonable satisfaction within ten days of such a request, the OWNER may terminate the Contract for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, the OWNER may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the balance of the Project Price otherwise due to CONTRACTOR.

13.7 Duty to Mitigate. If the OWNER terminates this Contract or suspends CONTRACTOR's work on one or more Projects, CONTRACTOR agrees to and will take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the OWNER.

13.8 Responsibility during Demobilization. While demobilizing, CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the Project Site and other property of the OWNER or others at the Project Site.

13.9 CONTRACTOR to Remove Equipment. In the case of termination of this Contract or any work authorization before completion for any cause whatsoever, CONTRACTOR, if notified to do so by the OWNER, will promptly remove any part or all of his equipment or supplies from the Project Site(s) affected; failing to, the OWNER will have the right to remove such equipment and supplies at the expense of CONTRACTOR.

13.10 CONTRACTOR to Clean Up Project Site. If either OWNER or CONTRACTOR terminates this Contract or any Project before Substantial or Final Completion, CONTRACTOR will leave the Project Site(s) affected in a clean condition as if Final Completion had been achieved, unless OWNER directs otherwise; and if CONTRACTOR fails to comply clean up all such Project Sites as required, the OWNER may do so and the cost thereof will be charged against CONTRACTOR.

ARTICLE 14 - DISPUTE RESOLUTION

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

14.1 Negotiations Required. A Party will request in writing that a meeting be held between representatives of each Party within 14 Calendar Days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

14.2 Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the Section 14.1 procedure proves unsuccessful, or if the Parties mutually waive the Section 14.1 procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact

gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

End of General Conditions

Exhibit D, consisting of the RFP and Proposal, is on file in the Office of the City Clerk

13-168

ACORD

CERTIFICATE OF LIABILITY INSURANCE 7/1/2013

DATE (MM/DD/YYYY) 6/11/2013

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

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

PRODUCER
Lockton Companies,LLC-1 St. Louis
Three City Place Drive, Suite 900
St. Louis MO 63141-7081
(314) 432-0500

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company (64)	23035
INSURER B : Liberty Insurance Corporation (64)	42404
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1347989
Insituform Technologies, LLC
17988 Edison Avenue
Chesterfield MO 63005

COVERAGES INSTE02 CERTIFICATE NUMBER: 12389546 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	N	TB2-641-004218-032	7/1/2012	7/1/2013	EACH OCCURRENCE	$ 2,000,000
A	X COMMERCIAL GENERAL LIABILITY			BROAD FORM PD/CONTRACTUAL			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 350,000
A	CLAIMS-MADE X OCCUR			PER PROJECT AGG. CAP $20M			MED EXP (Any one person)	$ 10,000
	X Independt Contractor						PERSONAL & ADV INJURY	$ 2,000,000
	X XCU						GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
	POLICY X PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	Y	N	AS2-641-004218-022	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	WA7-64D-009004-442	7/1/2012	7/1/2013	X WC STATU-TORY LIMITS / OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		WC7-641-004218-012 (WI & OR)	7/1/2012	7/1/2013	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: CIPP TERM SERVICES CONTRACT 0113-1010. CITY OF DAYTONA BEACH, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSUREDS UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS WHERE APPLICABLE BY WRITTEN CONTRACT, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS. **SEE ATTACHED ENDORSEMENTS**

CERTIFICATE HOLDER

12389546

CITY OF DAYTONA BEACH
301 SOUTH RIDGEWOOD AVENUE
DAYTONA BEACH FL 32114

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

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Policy Number **TB2-641-004218-032**
Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
"Per schedule on file with Company"		60

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
"Per schedule on file with company"		60

All other terms and conditions of this policy remain unchanged.

Policy No: AS2-641-004218-022 Issued By: Liberty Mutual Fire Insurance Company
Effective Date: 7/1/2012
Expiration Date: 7/1/2013
Sales Office: Endt Serial No:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
"Per schedule on file with Company"		60

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WC7-641-004218-012 Effective Date 7/1/2012 Premium $

Issued to

Laure Rudolph

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R13-168
#141800

THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

March 13, 2017

Insituform Technologies, LLC
Ms. Diane Partridge, Contracting & Attesting Officer
17988 Edison Ave.
Chesterfield, MO 63005

Re: Contract 0113-1010
2013 Cured in Place (CIPP) Pipe Rehabilitation Services

Dear Ms. Partridge:

The subject contract is due to expire on July 7, 2017. Section 2 of the contract provides for renewal of the contract for up to four renewals of 1 year each, upon mutual agreement.

The City wishes to renew the contract for one year, from July 8, 2017 to July 7, 2018. This is the 4th and final renewal for the above referenced contract.

Please indicate your agreement to renew the contract at the same terms and conditions below. Upon your signature and return of this letter to the City.

Please return the signed letter to the Purchasing Agent, Joanne Flick, at the address above.

We look forward to continuing to work with Insituform during the coming contract year.

Sincerely,

James V. Chisholm, City Manager

Approved by Insituform Technologies, LLC: James V Chisholm
Signature

Vendor:
Printed Name: Diane Partridge
Date: March 20, 2017
Title: Contracting and Attesting Officer
Signature: Diane Partridge

Attest: Letitia LaMagna
Letitia LaMagna, City Clerk

Date: 3-30-17

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

658

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-63
Headcount Increase / Budget Amendment - Police

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-63

SYNOPSIS: The Florida State Legislature, during its 2018 Legislative Session, produced the Marjory Stoneman Douglas High School Public Safety Act which specifically mandates many new responsibilities for local law enforcement agencies, including staffing requirements at school campuses not currently served by full-time School Resource Officers (SRO).

Southside Elementary School and Emma Love Hardee do not currently have full-time SRO's assigned to their campuses, and must rely on response from SRO's assigned to Fernandina Beach Middle School or Fernandina Beach High School, or from Patrol Operations.

The Sheriff of Nassau County and the Superintendent of Nassau County Schools have both determined that SRO's are the preferred solution for staffing our elementary schools.

The Superintendent of Nassau County Schools has agreed to reimburse the City of Fernandina Beach in the amount of 75% of salary by Memorandum of Understanding for the Fernandina Beach Police Department to staff both Southside Elementary School and Emma Love Hardee Elementary School with full-time School Resource Officers.

FISCAL IMPACT: Staff recommends a budget amendment transferring $25,000 to the Salaries account, 0012100 51200; $1,900 to the FICA account, 0012100 52100; $8,100 to the Retirement account, 0012100 52200; $3,000 to the Uniforms account, 0012100 55210; and $12,000 to the Operating Supplies account, 0012100 55200; for a total transfer of $50,000 from the General Fund Contingency account, 0018200 59900.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-63.

James Hurley, Chief of Police	04/09/2018
Dale Martin, City Manager	04/19/2018
Patti Clifford, Comptroller	04/20/2018
Tammi E. Bach, City Attorney	04/20/2018

Date: April 09, 2018

Submitted By: Wendy Gaskill, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2018-63

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE ADDITION OF TWO FULL-TIME POLICE OFFICER POSITIONS, INCREASING THE CITY'S FULL TIME HEADCOUNT TOTAL BY TWO; APPROVING A BUDGET AMENDMENT OF $50,000 FOR THE POLICE DEPARTMENT TO FUND SALARY AND BENEFITS, TRAINING AND EQUIPMENT FOR THESE TWO NEW POSITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida State Legislature, during its 2018 Legislative Session, produced the Marjory Stoneman Douglas High School Public Safety Act which specifically mandates many new responsibilities for local law enforcement agencies, including staffing requirements at school campuses not currently served by full time School Resource Officers (SRO); and

WHEREAS, Southside Elementary School and Emma Love Hardee do not currently have full-time SRO's assigned to their campuses, and must rely on response from SRO's assigned to Fernandina Beach Middle School or Fernandina Beach High School, or from Patrol Operations, and

WHEREAS, the Sheriff of Nassau County and the Superintendent of Nassau County Schools have both determined that SRO's are the preferred solution for staffing our elementary schools, and

WHEREAS, the Superintendent of Nassau County Schools has agreed to reimburse the City of Fernandina Beach in the amount of 75% of salary by Memorandum of Understanding for the Fernandina Beach Police Department to staff both Southside Elementary School and Emma Love Hardee Elementary School with full time School Resource Officers; and

WHEREAS, staff recommends a budget amendment transferring $25,000 to the Salaries account, 0012100 51200; $1,900 to the FICA account, 0012100 52100; $8,100 to the Retirement account, 0012100 52200; $3,000 to the Uniforms account, 0012100 55210; and $12,000 to the Operating Supplies account, 0012100 55200; for a total transfer of $50,000 from the General Fund Contingency account, 0018200 59900.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves increasing the budgeted headcount by two full-time positions.

SECTION 2. The City Commission hereby approves the following budget amendment: a transfer of $25,000 to the Salaries account, 0012100 51200; $1,900 to the FICA account, 0012100 52100; $8,100 to the Retirement account, 0012100 52200; $3,000 to the Uniforms account, 0012100 55210; and $12,000 to the Operating Supplies account, 0012100 55200; for a total transfer of $50,000 from the General Fund Contingency account, 0018200 59900.

SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 1st day of May, 2018.

CITY OF FERNANDINA BEACH

_____
John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

_____
Caroline Best
City Clerk

_____
Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-64
Preliminary Plat Approval - Amelia Bluff

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-64

SYNOPSIS: Amelia Bluff, LLC, requests preliminary plat approval of a single family home subdivision containing thirty lots on 11.71 acres of land located on Citrona Drive.

The applicant intends to build a single family home subdivision to be named "Amelia Bluff." The applicant's preliminary plat demonstrates a build-out density of 2.56 units per acre. The requested Preliminary Plat is consistent with the City's Comprehensive Plan and the Land Development Code. Further, the Preliminary Plat reflects all requirements as stipulated in the Memorandum of Understanding (Resolution 2017-123). The City Commission accepted a quit claim deed under Resolution 2018-39 on March 20, 2018, for 3.63 acres of the property containing wetlands. Staff recommends approval of the Preliminary Plat request.

At its Regular Meeting on April 11, 2018, the Planning Advisory Board voted 4-1 to issue a recommendation of approval.

FISCAL IMPACT: Fees and increased property values associated with the construction of thirty single family homes on vacant land.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-64.

Dale Martin, City Manager	04/19/2018
Patti Clifford, Comptroller	04/20/2018
Tammi E. Bach, City Attorney	04/20/2018

Kelly N. Gibson, AICP

Date: April 11, 2018

Submitted By: Kelly Gibson, AICP, Planning Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-64

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING PRELIMINARY PLAT, PAB CASE 2018-08 TITLED "AMELIA BLUFF"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Amelia Bluff, LLC has applied to the City Commission of the City of Fernandina Beach, Florida, for approval of a preliminary plat titled "Amelia Bluff"; and

WHEREAS, the Amelia Bluff subdivision, includes the creation of thirty lots for single family home sites; and

WHEREAS, the Technical Review Committee has reviewed the preliminary plat under SPR 2017-09 and is pending a local development order; and

WHEREAS, staff has reviewed the applicant's request for a preliminary plat and found the request to be compliant with the City's Comprehensive Plan, Land Development Code and Resolution 2017-123 Memorandum of Understanding; and

WHEREAS, on April 11, 2018, the Planning Advisory Board reviewed the preliminary plat and issued a recommendation of approval by a vote of 4-1.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The plat titled "Amelia Bluff," is hereby accepted and approved as a preliminary plat.

SECTION 2. This Resolution shall take effect immediately upon passage.

ADOPTED this 1st day of May, 2018.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Commissioner - Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

STAFF REPORT
PAB 2018- 08 (Preliminary Plat)
Planning Advisory Board Hearing
April 11, 2018

APPLICATION FOR PRELIMINARY PLAT
AMELIA BLUFF SUBDIVISION

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Amelia Bluff, LLC				
AGENT:	Gillette and Associates				
REQUESTED ACTION:	30 detached single-family homes				
LOCATION:	Citrona Drive				
CURRENT ZONING:	R-1				
CURRENT LAND USE:	Low Density Residential (LDR) and Conservation (CON)				
EXISTING USES ON SITE:	vacant				
PROPERTY SIZE:	11.71 Acres (As of 3/20/18 -COFB Resolution 2018-39)				
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	Vacant Land	N/A	R-1	Low Density Residential
	South	Shell Cove Subdivision (Ord.15-23)	2016	R-2 with PUD	Medium Density Residential
	East	Egans Creek Greenway	N/A	CON	Conservation
	West	Fernandina Beach Middle and High Schools		PI-1	Public and Institutional

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Community Development Department Office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

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STAFF REPORT
PAB 2018- 08 (Preliminary Plat)
Planning Advisory Board Hearing
April 11, 2018

Approval of a Preliminary Plat is requested for a 30-dwelling unit subdivision on 11.71 acres of Low Density Residential (LDR) land. The subject property is located on Citrona Drive between Hickory Street and Fir Street and identified as "Amelia Bluff." The developed density of the site is proposed to be 2.56 dwelling units per acre. Existing uses surrounding the property are described in the preceding section. Two points of ingress and egress will be located on Citrona Drive, pending approval of Nassau County for roadway access.

In 2017, the City vacated a portion of unopened right-of-way (Ordinance 2017-25) known as, "Gum Street", which ran through the mid- section of the site. The City and property owner entered into a Memorandum of Understanding (MOU) (Resolution 2017-123) which stipulated certain criteria be met as part of any land development approvals. The wetlands portion of the property totaling 3.63 acres of land was transferred to the City of Fernandina through a quit claim deed on March 20, 2018 (Resolution 2018-39). Access to the abutting properties under ownership of the Florida Department of Transportation and located on the eastern edge of the property was established through the creation of a public right-of-way under Resolution 2018-40 on March 20, 2018.

The preliminary plat has been reviewed by the City's Technical Review Committee (TRC) and is pending a final review prior to issuance of a compliance letter. Planning staff met with the engineer of record on-site in February to review planning comments specific to tree retention and street tree placement. The site plan has been modified to reflect the retention additional tree preservation and native vegetation which will serve to meet the City's street tree planting requirements. The amended site plan documents received on March 29, 2018 have been included as back-up for the board.

The applicant has fulfilled the requirements of the MOU and requests approval of the subdivision as designed to meet or exceed standards of the Low Density Residential land use category and R-1 zoning district and applicable LDC policies.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Policy 1.02.02. The approval of all development shall be subject to the availability of adequate levels of service for all facilities and services that are subject to concurrency management requirements.

The City has five public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, and Solid Waste. While the City's ability to maintain adopted levels of services for these items was confirmed at the time of the original approval of development rights for this property, the City's TRC review process also confirms and documents service capabilities. The City can serve this property as proposed and meet or exceed all required levels of service for each facility or service area.

Policy 1.02.03. The City shall ensure that the location, scale, timing, and design of development is coordinated with the availability of public facilities and services. The City seeks to ensure compact development patterns that integrate neighborhood and commercial activities and promote connectivity through the use of sidewalks, bike lanes and alternative low-speed shared-use vehicle paths in order to achieve a reduction in vehicular trips on arterial roadways. The purpose of this policy is to prevent the proliferation of urban sprawl and to achieve cost effective and energy efficient land development patterns and avoid or eliminate existing patterns that may be described as:

a. **Areas of urban development or uses, which are not functionally related to land uses which predominate the adjacent area;**
b. **Areas of urban development or uses which fail to maximize the use of existing public facilities;**
c. **Areas of urban development or uses which fail to use areas within which public services are currently provided; and**
d. **Leapfrog/scattered development or ribbon/strip commercial development patterns.**

The proposed development is consistent with the Comprehensive Plan's direction for compact urban development and serves to maximize the use of existing public facilities.

The subject property lies in an area of existing urban development. No leapfrog development is occurring. The subdivision will be accessed from existing and improved rights-of-way under maintenance obligation by Nassau County.

Policy 4.01.01. The following level of service standards are hereby adopted and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development.

Facility/Service Area	Level of Service Standard
Wastewater Treatment System	300 gallons per day per ERU (Equivalent Residential Unit)
Solid Waste Facilities	Average Solid Waste Generation Rate: 5.9 pounds per capita per day
Stormwater Management Facilities	See Policy 4.02.01
Potable Water Facilities	Water Allocation Level of Service: 350 gallons per day per ERU (Equivalent Residential Unit)
Fire-Rescue Services	240-second travel time to 90% of the incidents (EMS with AED or BLS) & 480-second travel time to 90% of the incidents (ALS Response)
Police and Law Enforcement Services	Response Time: 3 minutes or less for emergency calls and 7 minutes or less for non-emergency calls

Policy 4.01.02. All subdivisions, multifamily, commercial, industrial, city, and institutional projects shall provide for retention of stormwater resulting from project, unless off-site shared facilities are available. For projects within areas designated for "zero discharge,"

storage shall accommodate a ten (10)-year, twenty-four (24)-hour storm event. For all other areas, retention shall accommodate the greater of: (a) the first one-half (1/2) inch of stormwater within the boundaries of their project, or (b) the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not. The project shall also provide detention for all storm flows. Detention shall prevent peak flows after development from exceeding the peak flow prior to development.

Five public facilities have adopted levels of service under the City's Comprehensive Plan: Transportation, Water, Sewer, Drainage, and Solid Waste. The applicant's request for preliminary plat approval complies with the established Future Land Use Map category of Low Density Residential (LDR) and R-1 (Low Density Residential) zoning district with a proposed developed density of 2.56 dwelling units per acre. The LDR land use category allows for up to four (4) dwelling units per acre, the potential of the site could have resulted in a maximum of 34 dwelling units. The Amelia Bluff preliminary plat is requesting approval for 30 dwelling units.

A concurrency determination for impacts to Nassau County roadways must be assessed under the City's current requirements contained in LDC Section 7.04.05. All proposed developments generating more than 400 Average Daily Trips (ADT) require a traffic concurrency determination from the Northeast Regional Council. Under the proposed development scenario containing 30 dwelling units, Staff estimates that approximately 287 Average Daily Trips (ADT) are generated by the proposed development; resulting in 30 p.m. peak hour trips. Traffic impacts would primarily be handled on State and Nassau County maintained roadways. Standard ITE rates and methodology for vehicular transportation impacts will not provide analysis beyond the rates described without additional traffic modeling. The City's existing ordinance does not require additional analysis to be performed. However, the impact associated with 30 new homes and the existing daily traffic pattern with the neighboring Fernandina Beach Middle School and High School cannot be ignored.

Staff has requested that the site engineer to work with Nassau County to develop crosswalks for pedestrian and bicycle access to provide safe movement across Citrona Drive. Congestion along Citrona Drive historically exists in keeping with the schools' daily schedule for student drop off and pick up. Staff has witnessed bicycle and pedestrian conflicts within this area during the morning and afternoon hours as students living nearby typically walk or bike to school. The existing sidewalk fronting the schools is in poor condition and expansion of sidewalks to an 8- 10-foot multi-use path should be considered and budgeted to avoid continued mode conflicts.

Nassau County collects mobility fees for roadway impacts based on their adopted a mobility plan. It is expected that the City will, through its adopted Interlocal agreement with Nassau County, collect mobility fees on their behalf for projects within the City. This is similar to the past collection of transportation impact fees which ceased in 2006.

The City owns and operates three potable water treatment facilities which combined can provide 18.2 million gallons per day. Potable water customers on the average consume approximately 5 million gallons per day. The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. At the adopted level of service and the proposed development density, the residential units will consume 14,350 gallons of water per day (41 units x 350 gallons per ERC per day).

The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. The facility's customers currently generate, on average, 1.9 million gallons per day. At the adopted level of service and the proposed development density, the site will generate 24,150 gallons of wastewater per day (30 units x 2.3 x 350 gallons per ERC per day). The utilities director indicates that plant capacity is available for the site; however, other facilities, such as pipe and lift station capacity, will have to be evaluated, and the developer will have to pay for what improvements are necessary to accommodate any proposed development. These determinations are made in conjunction with TRC site plan review and necessary improvements will be required to be demonstrated on engineering plan sets.

As for solid waste and drainage, the City currently has contracted services with Advanced Disposal to dispose of solid waste city-wide, therefore the impact is not necessary as part of the preliminary plat review. Drainage impacts from any new development or redevelopment will be reviewed by the City's Technical Review Committee (TRC). The City requires storm water drainage to be retained on-site and permitting through the St. John's River Water Management District (SJRWMD). Permitting from SJRWMD is a requirement for final approval and receipt of a local development order from the TRC.

All public facilities and services are currently available to the development and each service is able to maintain or exceed its level of service standards as required by Policies 1.01.02, 1.02.03, and 4.01.01.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

11.01.02 Requirements for Subdivision Plats (Preliminary and Final)

A. **A preliminary subdivision plat shall be required when new streets, water lines, and sewer lines are required; when three or more residential lots are created; and where one nonresidential lot is created or proposed for development. Where new streets, water lines, and sewer lines are not required, the preliminary and final plat may be combined into a single submittal. A preliminary plat provides for a complete review of technical data and preliminary engineering drawings prior to completion of the final plat for recording.**

B. **In addition to the information required in Section 11.01.03, all applications for preliminary subdivision plat approval shall contain the following information:**
   1. **The name, addresses, telephone number, facsimile number, and email address of the person preparing the plat.**
   2. **The date of preparation and date(s) of any modifications, a north arrow, and a written and graphic scale.**
   3. **The proposed name of the subdivision.**
   4. **Development specifications for the tract: area, proposed number and layout of lots and blocks, location, names, and widths of proposed roadways,**

consistent with this LDC and the Future Transportation Circulation Map of the Comprehensive Plan.

5. All contiguous properties shall be identified by subdivision title, plat book and page, or, if un-platted, the land shall be so designated, and otherwise identified.
6. Location of land to be dedicated or reserved for public use for rights-of-way, streets, sidewalks, bike trails, pedestrian trails, easements, schools, parks, open spaces, or other public uses. Proposed street names shall be included.
7. Locations of utilities, utility service, connections to existing utility facilities, and easements necessary to provide access to the utility facilities for maintenance or other activity.
8. Location of the nearest available public water supply and wastewater disposal system.
9. A topographic survey, soils report, grading plan, and an erosion control plan.
10. Existing surface water bodies, wetlands, streams, and canals, including the location of the mean high water line for each feature.
11. A preliminary surface drainage plan showing direction of flow and methods of stormwater retention.
12. A floodplain map indicating areas subject to inundation and high groundwater levels up to a 100-year flood classification, and establishing a base flood elevation for all proposed lots within the subdivision.
13. A tree survey showing protected trees, proposed replacement trees, if required, and landscaping and buffering.

The applicant has complied with the subdivision requirements for review of the preliminary plat request. Additionally, the preliminary plat is consistent with LDC section 4.04.00 minimum subdivision requirements. The Preliminary Plat has been reviewed for technical completeness by the City's TRC and a compliance letter is pending final review at this time. Requirements associated with infrastructure improvements and landscape compliance are addressed in the applicant's site plan and engineering documents.

STAFF REPORT
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CONCLUSION:

Staff finds the applicant's requested action to be consistent with applicable policies of the City's Comprehensive Plan, Land Development Code, and the requirements contained in the MOU (Resolution 2017-123) and recommends approval. The owner and engineer have worked closely with staff to design with nature in mind in an effort to preserve the tree canopy and surrounding native vegetation and to reduce fill and grade activities associated with infrastructure installation by working the natural topography. Although not part of any City requirements, Staff hopes that the developer will continue to work with Nassau County engineering office to ensure safe crosswalks are installed.

Following the recommendation of the Planning Advisory Board (PAB), the Preliminary Plat will move forward to the City Commission in the form of a Resolution at a public hearing anticipated for May 15, 2018. Following installation of infrastructure improvements, the applicant will return for final plat approval. Final plat approval is required in order to subdivide the property into the individual homesites.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2018-08 to the City Commission requesting that a Preliminary Plat for the Amelia Bluff subdivision be **(approved or denied)** and that PAB case 2018-08, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Submitted by: Kelly N. Gibson, AICP - Planning Manager

OFFICE USE ONLY

REC'D: 2/16/18 BY: (8

PAYMENT: $ 750 TYPE: CK 1019

APPLICATION #: 2018-000334

CASE #: 2018-08

BOARD MEETING DATE: April 2018

PLANNING ADVISORY BOARD APPLICATION

- ☐ ZONING MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☐ LAND USE MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☐ LDC TEXT AMENDMENT ($850)
- ☐ COMP PLAN AMENDMENT ($850)
- ☑ SUBDIVISION PLAT – PRELIM ($750)
- ☐ SUBDIVISION PLAT – FINAL ($850)
- ☐ VACATION OF R.O.W. ($850)
- ☐ VOLUNTARY ANNEXATION ($1050)

APPLICANT INFORMATION

Owner Name: Amelia Bluff, LLC

Mailing Address: 4339 Roosevelt Blvd, Jacksonville, FL 32210

Telephone: _____ Fax: N/A

Email: wrhowell51@gmail.com; wkbeard@comcast.net

Agent Name: Gillette & Associates, Inc

Mailing Address: 20 South 4th Street Fernandina Beach, FL 32034

Telephone: 904-261-8819 Fax: N/A

Email: nick@gilletteassociates.com

PROPERTY INFORMATION

Street Address: Citrona Drive & Hickory Street

Parcel Identification Number(s): 00-00-31-1180-0017-0040

Lot Number: 17, 18 & 19 Block Number: _____ Subdivision: Amelia Bluff

Section: 26 Township: 3N Range: 28

PROJECT INFORMATION

Total Number of Lots/Parcels: 30

Less than One (1) acre Sq. Footage: _____ One (1) Acre or Greater: 15.34

Existing Zoning Classification: R-1

Existing Future Land Use Classification: Conservation

Previous Planning/Zoning Approvals: _____

Description of Request:

30 lot - single family residential subdivision

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.

1/23/18 — Date

Signature of Applicant

STATE OF FLORIDA
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 23 day of January, 2018.

Tricia D Bowen — Notary Public: Signature

Tricia D Bowen — Printed Name

TRICIA D BOWEN
Notary Public - State of Florida
Comm. Expires Apr 12, 2018
Commission # FF 080654

My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

INSTR # 201734797, Book 2160, Page 770 Doc Type D, Pages 4, Recorded 11/30/2017 at 11:56 AM, John A Crawford, Nassau County Clerk of Circuit Court, Deed Doc. D $11375.00 Rec. Fee $35.50

THIS INSTRUMENT PREPARED BY:
Michelle L Glass
7545 Centurion Parkway, Suite 103
Jacksonville, FL 32256
Consideration: $1,625,000.00
Rec.: $18.50
Tax ID No: 00-00-31-1180-0017-0000
Our File: 2016-17

For official use by Clerk's office only

State of Florida)
County of Nassau)
)

CORPORATE WARRANTY DEED
(Corporate Seller)

This Indenture, made, 29th day of November, 2017 A.D., Between **School Board of Nassau County, a political subdivision, a body corporate existing under the laws of the State of Florida** whose post office address is: 1201 Atlantic Avenue, Fernandina Beach, FL 32034, Grantor and **Amelia Bluff, LLC** whose post office address is: 4339 Roosevelt Blvd., Jacksonville, FL 32210, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Nassau, Florida, to wit:

SEE ATTACHED EXHIBIT A

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: 00-00-31-1180-0017-0000

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Signed and Sealed in Our Presence:

Robin Jones
Witness Print Name: Robin Jones

Michelle L Glass
Witness Print Name: Michelle L. Glass

School Board of Nassau County, a political subdivision, a body corporate existing under the laws of the State of Florida

By: Kathy K. Burns
Kathy K. Burns, Superintendent of School Board of Nassau County

By: Donna M. Martin
Donna M. Martin, Chairperson of School Board of Nassau County

(Corporate Seal)

State of Florida
County of Nassau

The foregoing instrument was acknowledged before me this 29th day of November, 2017, by Kathy K. Burns, Superintendent of School Board of Nassau County, a political subdivision, a body corporate existing under the laws of the State of Florida and Donna M. Martin, Chairperson of School Board of Nassau County, a political subdivision, a body corporate existing under the laws of the State of Florida. They are personally known to me or has produced FLDL as identification.

(SEAL)
MICHELLE L. GLASS
Notary Public - State of Florida
Commission # FF 225850
My Comm. Expires Aug 4, 2019
Bonded through National Notary Assn.

Michelle L Glass
Notary Public
Printed Name:
My Commission Expires:

EXHIBIT A

A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), NASSAU COUNTY, FLORIDA, AS SHOWN ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE **BEGIN** AT THE INTERSECTION OF THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE NORTH 00°22'45" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 7.66 FEET TO ITS INTERSECTION WITH THE 1.6 FOOT ELEVATION CONTOUR LINE, REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929) AS FIELD LOCATED BY L.D. BRADLEY LAND SURVEYORS IN AUGUST OF 2001; THENCE DEPARTING SAID RANGE LINE AND ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING TWENTY-TWO (22) COURSES AND DISTANCES; (1) NORTH 42°45'29" WEST A DISTANCE OF 11.18 FEET; (2) NORTH 27°59'12" WEST A DISTANCE OF 18.73 FEET; (3) NORTH 20°27'26" WEST A DISTANCE OF 29.62 FEET; (4) NORTH 45°57'20" WEST A DISTANCE OF 21.70 FEET; (5) NORTH 44°53'52" WEST A DISTANCE OF 22.09 FEET; (6) NORTH 23°01'54" WEST A DISTANCE OF 28.69 FEET; (7) NORTH 23°08'33" WEST A DISTANCE OF 30.99 FEET; (8) NORTH 29°02'32" WEST A DISTANCE OF 29.42 FEET; (9) NORTH 14°26'03" WEST A DISTANCE OF 28.71 FEET; (10) NORTH 62°19'29" EAST A DISTANCE OF 34.96 FEET; (11) SOUTH 68°51'50" EAST; A DISTANCE OF 33.95 FEET; (12) SOUTH 51°26'44" EAST A DISTANCE OF 20.70 FEET; (13) NORTH 20°48'20" WEST A DISTANCE OF 40.14 FEET; (14) NORTH 35°07'06" WEST A DISTANCE OF 20.13 FEET; (15) NORTH 39°44'13" WEST, A DISTANCE OF 22.86 FEET; (16) NORTH 30°49'27" WEST A DISTANCE OF 38.63 FEET; (17) NORTH 16°30'11" WEST A DISTANCE OF 19.23 FEET; (18) NORTH 12°55'15" WEST A DISTANCE OF 23.23 FEET; (19) NORTH 10°42'03" WEST A DISTANCE OF 28.07 FEET; (20) NORTH 22°29'59" WEST A DISTANCE OF 13.37 FEET; (21) NORTH 21°04'41" WEST A DISTANCE OF 28.79 FEET; (22) NORTH 06°54'18" WEST A DISTANCE OF 17.30 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF GUM STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE NORTH 82°17'13" WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET, A DISTANCE OF 50.04 FEET, MORE OR LESS, TO THE BASE OF A SAND BLUFF; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 38°41'59" WEST, ALONG SAID BASE OF SAND BLUFF, A DISTANCE OF 87.02 FEET, MORE OR

11/29/17

11/29/17

LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET; THENCE SOUTH 82°17'13" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 94.43 FEET, MORE OR LESS, TO INTERSECT SAID 1.6 FOOT CONTOUR; THENCE ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING TWENTY-TWO (22) COURSES AND DISTANCES: (1) NORTH 03°29'28" WEST A DISTANCE OF 19.58 FEET; (2) NORTH 07°00'33" EAST A DISTANCE OF 36.21 FEET; (3) NORTH 08°58'10" EAST A DISTANCE OF 21.34 FEET; (4) NORTH 16°34'43" EAST A DISTANCE OF 27.18 FEET; (5) NORTH 01°19'30" EAST, A DISTANCE OF 20.13 FEET; (6) NORTH 21°05'17" WEST A DISTANCE OF 30.49 FEET; (7) NORTH 16°05'50" WEST A DISTANCE OF 36.06 FEET; (8) NORTH 50°52'57" WEST A DISTANCE OF 31.17 FEET; (9) NORTH 50°51'35" WEST A DISTANCE OF 49.25 FEET; (10) NORTH 09°09'39" EAST A DISTANCE OF 14.02 FEET; (11) SOUTH 61°17'22" EAST A DISTANCE OF 24.86 FEET; (12) SOUTH 51°51'35" EAST A DISTANCE OF 19.13 FEET; (13) SOUTH 60°55'19" EAST A DISTANCE OF 28.29 FEET; (14) SOUTH 45°21'52" EAST A DISTANCE OF 27.37 FEET; (15) SOUTH 23°07'52" EAST A DISTANCE OF 29.63 FEET; (16) SOUTH 23°27'38" EAST A DISTANCE OF 23.60 FEET; (17) NORTH 54°47'07" EAST A DISTANCE OF 11.40 FEET; (18) NORTH 02°02'34" WEST A DISTANCE OF 21.04 FEET; (19) NORTH 70°00'14" EAST A DISTANCE OF 18.60 FEET; (20) NORTH 59°43'18" EAST A DISTANCE OF 26.78 FEET; (21) NORTH 57°42'29" EAST A DISTANCE OF 28.89 FEET; (22) SOUTH 74°40'51" EAST A DISTANCE OF 14.75 FEET TO INTERSECT THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH 00°22'45" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 1.92 FEET TO INTERSECT SAID 1.6 FOOT CONTOUR; THENCE ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING NINE (9) COURSES AND DISTANCES; (1) NORTH 09°28'15" WEST, A DISTANCE OF 30.17 FEET; (2) NORTH 35°20'45" WEST A DISTANCE OF 31.42 FEET; (3) NORTH 20°16'27" WEST A DISTANCE OF 30.31 FEET; (4) NORTH 65°32'41" WEST A DISTANCE OF 20.95 FEET; (5) NORTH 14°54'27" WEST A DISTANCE OF 39.02 FEET; (6) NORTH 03°19'30" WEST A DISTANCE OF 41.10 FEET; (7) NORTH 11°57'47" WEST A DISTANCE OF 45.15 FEET; (8) NORTH 01°17'05" EAST A DISTANCE OF 28.48 FEET; (9) NORTH 13°17'42" WEST A DISTANCE OF 9.39 FEET TO INTERSECT THE SOUTHERLY LINE OF LOT 3, "RED BAY FOREST", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 138, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 82°19'02" WEST, DEPARTING SAID 1.6 FOOT CONTOUR AND ALONG THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 711.05 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA AVENUE, A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED AND A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1,879.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 11°28'44", AN ARC DISTANCE OF 376.62 FEET AND BEING

JB 11/29/17

DM 11/29/17

SUBTENDED BY A CHORD BEARING SOUTH 01°54'27" WEST A DISTANCE OF 375.99 FEET; THENCE SOUTH 03°49'55" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 203.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,939.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 10°19'51", AN ARC DISTANCE OF 349.77 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°20'01" WEST A DISTANCE OF 349.30 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH 82°16'43" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HICKORY STREET, A DISTANCE OF 799.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.07 ACRES, MORE OR LESS.

11/29/17

11/29/17

G&A
Gillette & Associates, Inc.

Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

AGENT AUTHORIZATION

I, William R. Howell, II, of Amelia Bluff, LLC the owner of the following property(s) do hereby authorize, Gillette & Associates, Inc., to act as my Agent in conjunction with all site plan applications, concurrency applications, preliminary plat applications, and any other Local, State and/or Federal development permits necessary for development of the following property, without any further notice.

Location: Citrona Drive and Hickory Street

Parcel No.: 00-00-31-1180-0017-0040

William R. Howell, II
Signature

1/30/18
Date

904-631-3643
Telephone Number

STATE OF FLORIDA
COUNTY OF Nassau

Subscribed and sworn to before me this 30 day of January, 2018.

Who is personally known to me ✓ or has produced identification

Tricia D. Bowen
Notary Pubic: Signature

Tricia D. Bowen
Printed Name

My Commission Expires:

TRICIA BOWEN
Notary Public – State of Florida
Commission # GG 189311
My Comm. Expires Apr 12, 2022
Bonded through National Notary Assn.

G&A
Gillette & Associates, Inc.

Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

February 5, 2018

Ms. Kelly Gibson
Planning Manager
204 Ash Street
Fernandina Beach, Florida 32034

Re: Letter of Intent – Amelia Bluff

Dear Ms. Gibson:

Gillette & Associates, Inc., is pleased to submit this Letter of Intent and associated application for preliminary plat for the Amelia Bluff subdivision. The attached plat and application reflects the intent to construct and 30-units single family residential subdivision.

Thank you for your time and consideration on this application and please feel free to contact me with any questions that you may have.

Sincerely,

Nick Gillette, P.E.

20 South 4th Street • Amelia Island, Florida 32034 Phone: (904) 261-8819

Zoning

January 31, 2018

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

2018

FLUM

January 31, 2018

1:4,514

0 0.0375 0.075 0.15 mi

0 0.05 0.1 0.2 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

2018

PLANNING PAB

Revised 02-01-17

USE THIS FORM TO: Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

FEES: See below. Fees are payable upon application.

IMPORTANT NOTES: To guide you through the process and ensure that your application is understood and properly processed, you'll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

KEY CONTACTS: The Planning Department will guide your application from start to finish, engaging other City departments or agencies as needed.

PLANNING ADVISORY BOARD APPLICATION FOR:

- ☐ ZONING MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☐ LAND USE MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☐ LDC TEXT AMENDMENT ($850)
- ☐ COMP PLAN AMENDMENT ($850)
- ☑ SUBDIVISION PLAT – PRELIM ($750)
- ☐ SUBDIVISION PLAT – FINAL ($850)
- ☐ VACATION OF R.O.W. ($850)
- ☐ VOLUNTARY ANNEXATION ($1050)

2017 Planning Advisory Board Meeting Schedule

Application Deadline (4:30pm)	Feb 6 2017	Mar 13 2017	Apr 10 2017	May 15 2017	Jun 12 2017	Jul 10 2017	Aug 14 2017	Sep 11 2017	Oct 6 2017	Nov 13 2017	Dec 11 2017	Jan 15 2018	Feb 12 2018	Mar 12 2018	Apr 9 2018
Meeting Date	Mar 8 2017	Apr 12 2017	May 10 2017	Jun 14 2017	Jul 12 2017	Aug 9 2017	Sep 13 2017	Oct 11 2017	Nov 7 2017	Dec 13 2017	Jan 10 2018	Feb 14 2018	Mar 14 2018	Apr 11 2018	May 9 2018

APPLICATION REQUIREMENTS
PLANNING ADVISORY BOARD

APPLICATION CHECKLIST:

Submit all of the following information for a complete application, as applicable:

☑ A notarized application filed at least thirty (30) days before the date of the Planning Advisory Board's public hearing;

☑ A current survey of the property (no older than two years);

☑ A completed owner's authorization for agent form, if applicable;

☑ A detailed letter of intent stating the following:

- The consistency of the proposed amendment(s) or action(s) with the City's Comprehensive Plan.
- A justification for the proposed amendment(s) or action(s).

☑ A map of the area indicating the proposed zoning district designation for the subject property. The map shall show the current zoning district designations and land use categories from the Future Land Use Map in the comprehensive plan for the subject property and all adjacent properties.

IMPORTANT NOTES AND REQUIREMENTS:

Please see additional Land Development Code (LDC) requirements for specific application types:

☐ **LDC Text Amendment** – see LDC Section 11.01.08.

☐ **Preliminary Subdivision Plat** – see LDC Section 11.01.05.

☐ **Final Subdivision Plat** – see LDC Section 11.01.05.

☐ **Zoning Map Changes** – see LDC section 11.01.07.

You will receive a staff report one week before your meeting.

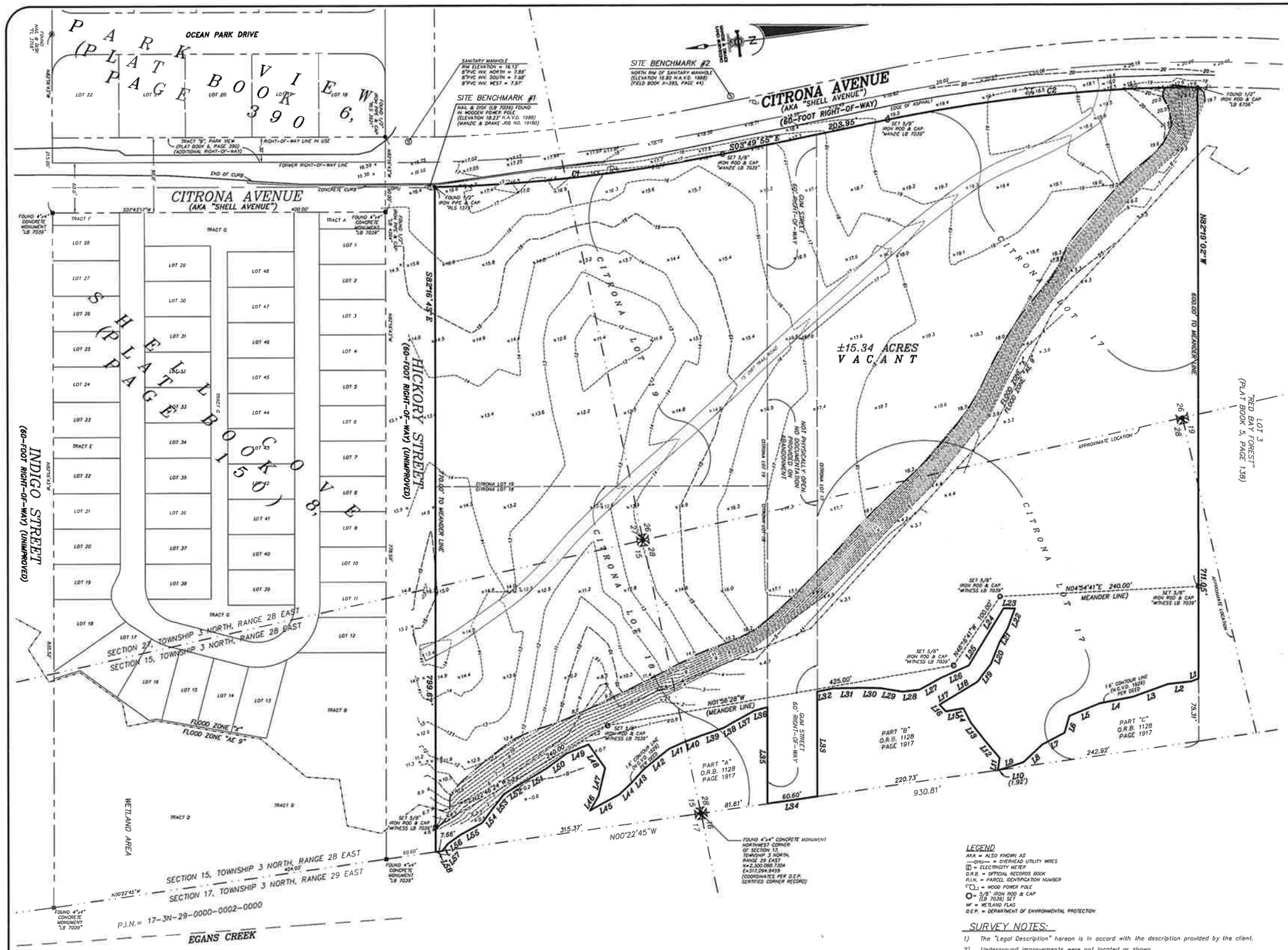
STAFF CONTACT:

Kelly Gibson
Senior Planner
kgibson@fbfl.org
904.310.3135

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), NASSAU COUNTY, FLORIDA, AS SHOWN ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND REVISED, ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE BEGIN AT THE INTERSECTION OF THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE NORTH 00°22'45" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 7.66 FEET TO ITS INTERSECTION WITH THE 1.6 FOOT ELEVATION CONTOUR LINE, REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929) AS FIELD LOCATED BY L.D. BRADLEY LAND SURVEYORS IN AUGUST OF 2001; THENCE DEPARTING SAID RANGE LINE AND ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING TWENTY-TWO (22) COURSES AND DISTANCES: (1) NORTH 42°45'29" WEST A DISTANCE OF 11.18 FEET; (2) NORTH 27°59'12" WEST A DISTANCE OF 18.73 FEET; (3) NORTH 20°27'26" WEST A DISTANCE OF 29.62 FEET; (4) NORTH 45°57'20" WEST A DISTANCE OF 21.70 FEET; (5) NORTH 44°33'52" WEST A DISTANCE OF 22.09 FEET; (6) NORTH 23°01'54" WEST A DISTANCE OF 28.69 FEET; (7) NORTH 23°08'33" WEST A DISTANCE OF 30.99 FEET; (8) NORTH 29°02'32" WEST A DISTANCE OF 29.42 FEET; (9) NORTH 14°26'03" WEST A DISTANCE OF 28.71 FEET; (10) NORTH 62°19'29" EAST A DISTANCE OF 34.96 FEET; (11) SOUTH 68°51'50" EAST; A DISTANCE OF 33.95 FEET; (12) SOUTH 51°26'44" EAST A DISTANCE OF 20.70 FEET; (13) NORTH 20°48'20" WEST A DISTANCE OF 40.14 FEET; (14) NORTH 35°07'06" WEST A DISTANCE OF 20.13 FEET; (15) NORTH 39°44'13" WEST, A DISTANCE OF 22.86 FEET; (16) NORTH 30°49'27" WEST A DISTANCE OF 38.63 FEET; (17) NORTH 16°30'11" WEST A DISTANCE OF 19.23 FEET; (18) NORTH 12°55'15" WEST A DISTANCE OF 23.23 FEET; (19) NORTH 10°42'03" WEST A DISTANCE OF 28.07 FEET; (20) NORTH 22°29'59" WEST A DISTANCE OF 13.37 FEET; (21) NORTH 21°04'41" WEST A DISTANCE OF 26.79 FEET; (22) NORTH 06°54'18" WEST A DISTANCE OF 17.30 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF GUM STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH 82°17'13" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET, A DISTANCE OF 116.05 FEET TO INTERSECT THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH 00°22'45" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 60.60 FEET; THENCE NORTH 82°17'13" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET, A DISTANCE OF 126.16 FEET TO INTERSECT SAID 1.6 FOOT CONTOUR; THENCE ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING TWENTY-TWO (22) COURSES AND DISTANCES: (1) NORTH 03°29'28" WEST A DISTANCE OF 19.58 FEET; (2) NORTH 07°00'33" EAST A DISTANCE OF 36.21 FEET; (3) NORTH 08°56'10" EAST A DISTANCE OF 21.34 FEET; (4) NORTH 16°34'43" EAST A DISTANCE OF 27.18 FEET; (5) NORTH 01°19'30" EAST, A DISTANCE OF 20.13 FEET; (6) NORTH 21°05'17" WEST A DISTANCE OF 30.49 FEET; (7) NORTH 16°05'50" WEST A DISTANCE OF 36.06 FEET; (8) NORTH 50°52'57" WEST A DISTANCE OF 31.17 FEET; (9) NORTH 50°51'35" WEST A DISTANCE OF 49.25 FEET; (10) NORTH 09°09'39" EAST A DISTANCE OF 14.02 FEET; (11) SOUTH 61°17'22" EAST A DISTANCE OF 24.86 FEET; (12) SOUTH 51°51'35" EAST A DISTANCE OF 19.13 FEET; (13) SOUTH 60°55'19" EAST A DISTANCE OF 28.29 FEET; (14) SOUTH 45°21'52" EAST A DISTANCE OF 27.37 FEET; (15) SOUTH 23°07'52" EAST A DISTANCE OF 29.63 FEET; (16) SOUTH 23°27'38" EAST A DISTANCE OF 23.60 FEET; (17) NORTH 54°47'07" EAST A DISTANCE OF 11.40 FEET; (18) NORTH 02°02'34" WEST A DISTANCE OF 21.04 FEET; (19) NORTH 20°07'4" EAST A DISTANCE OF 18.60 FEET; (20) NORTH 59°43'18" EAST A DISTANCE OF 26.78 FEET; (21) NORTH 57°42'29" EAST A DISTANCE OF 28.89 FEET; (22) SOUTH 74°40'51" EAST A DISTANCE OF 14.75 FEET TO INTERSECT THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH 00°22'45" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 1.92 FEET TO INTERSECT SAID 1.6 FOOT CONTOUR; THENCE ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING NINE (9) COURSES AND DISTANCES; (1) NORTH 09°33'34" WEST, A DISTANCE OF 30.18 FEET; (2) NORTH 35°20'45" WEST A DISTANCE OF 31.42 FEET; (3) NORTH 20°52'27" WEST A DISTANCE OF 30.31 FEET; (4) NORTH 85°32'41" WEST A DISTANCE OF 20.95 FEET; (5) NORTH 14°54'27" WEST A DISTANCE OF 39.02 FEET; (6) NORTH 03°19'30" WEST A DISTANCE OF 41.10 FEET; (7) NORTH 11°57'47" WEST A DISTANCE OF 45.15 FEET; (8) NORTH 01°17'05" EAST A DISTANCE OF 28.48 FEET; (9) NORTH 13°17'42" WEST A DISTANCE OF 9.39 FEET TO INTERSECT THE SOUTHERLY LINE OF LOT 3, "RED BAY FOREST"; ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 138, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 82°19'02" WEST, DEPARTING SAID 1.6 FOOT CONTOUR AND ALONG THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 711.05 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA AVENUE, A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED AND A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1,879.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 11°28'44"; AN ARC DISTANCE OF 376.62 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°54'27" WEST A DISTANCE OF 375.99 FEET; THENCE SOUTH 03°49'55" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 203.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,939.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 10°19'51"; AN ARC DISTANCE OF 349.77 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°20'01" WEST A DISTANCE OF 349.30 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH 82°16'43" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HICKORY STREET, A DISTANCE OF 799.67 FEET TO THE POINT OF BEGINNING.



LEGEND

AKA = ALSO KNOWN AS
—OHW— = OVERHEAD UTILITY WIRES
E = ELECTRICITY METER
O.R.B. = OFFICIAL RECORDS BOOK
P.I.N. = PARCEL IDENTIFICATION NUMBER
= WOOD POWER POLE
= 5/8" IRON ROD & CAP (LB 7039) SET
WF = WETLAND FLAG
D.E.P. = DEPARTMENT OF ENVIRONMENTAL PROTECTION

SURVEY NOTES:

1) The "Legal Description" hereon is in accord with the description provided by the client.
2) Underground improvements were not located or shown.
3) Commitment for Title Insurance by Chicago Title Insurance Company (Order No. 5787742, dated May 05, 2016) was referenced during the preparation of this survey.
4) Bearings and coordinates shown hereon are based on the Florida State Plane Coordinate System, East Zone, North American Datum 1983/1990.
5) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
6) The property shown hereon lies within flood zone "X & AE 9" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C 0237 E Dated 12/17/2010. Flood Zone information above and shown on this survey is provided as a courtesy and is approximate at best All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
7) Site Benchmarks are as shown hereon.
8) Elevations shown hereon refer to North American Vertical Datum of 1988. (N.A.V.D. '88)
9) This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N13°17'42"W	9.39'	L11	S74°40'51"E	14.75'	L11	S74°40'51"E	14.75'	L21	S51°51'35"E	19.13'	L31	N7°00'33"E	36.21'	L41	N16°30'11"W	19.23'	L51	N23°08'33"W	30.99'
L2	N11°7'05"E	28.48'	L12	N57°42'29"E	28.89'	L12	N57°42'29"E	28.89'	L22	S61°17'22"E	24.86'	L32	N3°29'28"W	19.58'	L42	N30°49'27"W	38.63'	L52	N23°01'54"W	28.69'
L3	N11°53'47"W	45.15'	L13	N59°43'18"E	26.78'	L13	N59°43'18"E	26.78'	L23	N9°09'39"E	14.02'	L33	N82°17'13"W	126.16'	L43	N39°44'13"W	22.86'	L53	N44°53'52"W	22.09'
L4	N3°19'30"W	41.10'	L14	N70°00'14"E	18.60'	L14	N70°00'14"E	18.60'	L24	N50°51'35"W	49.25'	L34	N0°22'45"W	60.60'	L44	N35°07'06"W	20.13'	L54	N45°57'20"W	21.70'
L5	N14°54'27"W	39.02'	L15	N2°02'34"W	21.04'	L15	N2°02'34"W	21.04'	L25	N50°52'57"W	31.17'	L35	S82°17'13"E	116.05'	L45	N20°48'20"W	40.14'	L55	N20°27'26"W	29.62'
L6	N65°32'41"W	20.95'	L16	N54°47'07"E	11.40'	L16	N54°47'07"E	11.40'	L26	N16°05'50"W	36.06'	L36	N8°54'18"W	17.30'	L46	S51°26'44"E	20.70'	L56	N27°59'12"W	18.73'
L7	N20°16'27"W	30.31'	L17	S23°27'38"E	23.60'	L17	S23°27'38"E	23.60'	L27	N21°05'17"W	30.49'	L37	N21°04'41"W	28.79'	L47	S68°51'50"E	33.95'	L57	N42°45'29"W	11.18'
L8	N35°20'45"W	31.42'	L18	S23°07'52"E	29.63'	L18	S23°07'52"E	29.63'	L28	N1°19'30"E	20.13'	L38	N22°29'59"W	13.37'	L48	N62°19'29"E	34.96'	L58	N00°22'45"W	7.66'
L9	N9°53'34"W	30.18'	L19	S45°21'52"E	27.37'	L19	S45°21'52"E	27.37'	L29	N16°34'43"E	27.18'	L39	N10°42'03"W	28.07'	L49	N14°26'03"W	28.71'			
L10	N00°22'45"E	1.92'	L20	S60°55'19"E	28.29'	L20	S60°55'19"E	28.29'	L30	N8°58'10"E	21.34'	L40	N12°55'15"W	23.23'	L50	N29°02'32"W	29.42'			

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	349.77'	1939.86'	10°19'51"	S1°20'01"W	349.30'
C2	376.62'	1879.86'	11°28'44"	S1°54'27"W	375.99'

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MICHAEL A. MANZIE, P.L.S. 4069

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number "LB 7039"
"OUR SIGHTS ARE ON THE FUTURE, SET YOUR SITES ON US."

SCALE: 1"=60' JOB NO: 19580 DATE: 5/26/16 CADD: WKD
F.B. NO: X-285 PAGE NO: 43 FIELD CREW: GS FILE NO: C-735

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"AMELIA BLUFF"

PLAT BOOK ____ PAGE ____

SHEET 1 OF 3 SHEETS

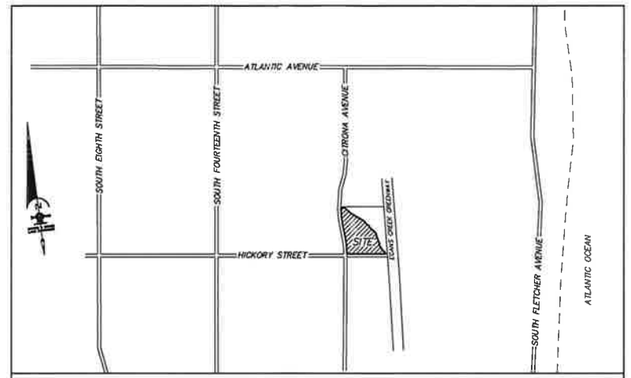
A REPLAT OF A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), NASSAU COUNTY, FLORIDA, AS SHOWN ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901), BEING A PORTION OF SECTIONS 15, 19, 26, 27 AND 28, TOWNSHIP 3 NORTH, RANGE 28 EAST, CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.

LEGAL DESCRIPTION (CAPTIONED LAND):

A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), NASSAU COUNTY, FLORIDA, AS SHOWN ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE NORTH 82°16'43" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HICKORY STREET, A DISTANCE OF 36.08 FEET TO INTERSECT THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT WETLAND LINE AS DELINEATED BY ENVIRONMENTALIST BRIAN L. SPAHR AND THE POINT OF BEGINNING; THENCE ALONG SAID WETLAND LINE THE FOLLOWING THIRTY-ONE (31) COURSES: (1) NORTH 27°59'12" WEST A DISTANCE OF 17.24 FEET; (2) NORTH 20°27'26" WEST A DISTANCE OF 24.81 FEET; (3) NORTH 45°57'20" WEST A DISTANCE OF 15.19 FEET; (4) NORTH 44°53'52" WEST A DISTANCE OF 28.16 FEET; (5) NORTH 23°01'54" WEST A DISTANCE OF 34.46 FEET; (6) NORTH 23°08'33" WEST A DISTANCE OF 28.42 FEET; (7) NORTH 29°02'32" WEST A DISTANCE OF 31.72 FEET; (8) NORTH 14°26'03" WEST A DISTANCE OF 56.32 FEET; (9) NORTH 62°19'29" WEST A DISTANCE OF 14.79 FEET; (10) NORTH 23°32'21" WEST A DISTANCE OF 36.64 FEET; (11) NORTH 08°03'30" WEST A DISTANCE OF 41.34 FEET; (12) NORTH 13°18'43" WEST A DISTANCE OF 67.78 FEET; (13) NORTH 07°23'24" WEST A DISTANCE OF 60.05 FEET; (14) NORTH 33°20'39" WEST A DISTANCE OF 41.08 FEET; (15) NORTH 36°44'18" WEST A DISTANCE OF 39.55 FEET; (16) NORTH 55°09'32" WEST A DISTANCE OF 35.28 FEET; (17) NORTH 32°00'36" WEST A DISTANCE OF 50.08 FEET; (18) NORTH 25°22'15" WEST A DISTANCE OF 45.56 FEET; (19) NORTH 49°10'18" WEST A DISTANCE OF 52.31 FEET; (20) NORTH 31°13'40" WEST A DISTANCE OF 51.55 FEET; (21) NORTH 44°39'30" WEST A DISTANCE OF 32.34 FEET; (22) NORTH 41°03'50" WEST A DISTANCE OF 57.18 FEET; (23) NORTH 62°21'11" WEST A DISTANCE OF 52.19 FEET (24) NORTH 49°54'25" WEST A DISTANCE OF 76.56 FEET; (25) NORTH 54°23'32" WEST A DISTANCE OF 102.89 FEET; (26) NORTH 38°20'27" WEST A DISTANCE OF 39.63 FEET; (27) NORTH 43°55'01" WEST A DISTANCE OF 42.49 FEET; (28) NORTH 38°37'53" WEST A DISTANCE OF 40.36 FEET; (29) NORTH 34°56'00" WEST A DISTANCE OF 43.86 FEET; (30) NORTH 70°37'36" WEST A DISTANCE OF 40.23 FEET; (31) SOUTH 76°43'41" WEST A DISTANCE OF 43.73 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA AVENUE, A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED AND A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1,879.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 10°25'59", AN ARC DISTANCE OF 342.31 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°23'05" WEST A DISTANCE OF 341.84 FEET; THENCE SOUTH 03°49'55" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 203.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,939.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 10°19'51", AN ARC DISTANCE OF 349.77 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°20'01" WEST A DISTANCE OF 349.30 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH 82°16'43" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HICKORY STREET, A DISTANCE OF 763.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.29 ACRES, MORE OR LESS.



VICINITY MAP
SCALE = 1" = 1,320'

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, AMELIA BLUFF, LLC, A FLORIDA LIMITED LIABILITY COMPANY IS THE LAWFUL OWNER OF THE LAND DESCRIBED IN THE CAPTION HEREON WHICH SHALL HEREAFTER BE KNOWN AS "AMELIA BLUFF", AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND.

IN WITNESS WHEREOF, DEVELOPER HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

THE ROAD RIGHTS-OF-WAY, DESIGNATED IN THE PLAT AS "_____" ARE HEREBY DEDICATED TO THE CITY OF FERNANDINA BEACH.

TRACTS "A" & "B" (POND, PARK & OPEN SPACE TRACTS) ARE HEREBY DEDICATED TO AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF "AMELIA BLUFF HOMEOWNERS ASSOCIATION, INC".

TRACT "C" (OPEN SPACE TRACT) IS HEREBY DEDICATED TO AND SHALL BE A PERPETUAL MAINTENANCE OBLIGATION OF "AMELIA BLUFF HOMEOWNERS ASSOCIATION, INC".

KEY SHEET
SCALE = 1" = 200'

AMELIA BLUFF, LLC, A FLORIDA LIMITED LIABILITY COMPANY

WITNESS _____

_____
PRINT OR TYPE NAME

_____
WILLIAM R. HOWELL, II
MANAGING MEMBER

WITNESS _____

_____
PRINT OR TYPE NAME

STATE OF: _____
COUNTY OF: _____

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, _____ TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING ADOPTION AND DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____, IN THE COUNTY OF _____ AND THE STATE OF _____ THIS _____ DAY OF _____, A.D., 2018

_____ MY COMMISSION EXPIRES : _____
NOTARY PUBLIC
STATE OF _____

ZONING CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND IS IN COMPLIANCE WITH THE ZONING RULES AND REGULATIONS OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, CURRENTLY IN EFFECT.

THIS_____ DAY OF_____, 2018.

_____
DIRECTOR OF PLANNING

CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH FLORIDA STATUTE 177.081 AND IS FILED FOR RECORD AND RECORDED IN PLAT BOOK ____ PAGE(S) _____, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THIS ___ DAY OF _____, 2018, A.D.

_____
CLERK OF THE CIRCUIT COURT

APPROVED FOR THE RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY MANAGER OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA. WITNESS BY SIGNATURE THIS _____ DAY OF _____, A.D., 2018.

_____
CITY MANAGER

MAYOR CERTIFICATE:

THIS PLAT HAS BEEN EXAMINED AND IS HEREBY ACCEPTED AND APPROVEDBY THE CITY COMMISSION OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, PURSUANT TO A RESOLUTION OF SAID COMMISSION ADOPTED THIS _____DAY OF _____, A.D., 2018.

BY: _____ ATTEST: _____
MAYOR CITY CLERK

TAX COLLECTOR

TAX IDENTIFICATION NUMBER - 00-00-31-1180-0017-0040

I, THE UNDERSIGNED DO HEREBY AFFIRM THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE ARE NO UNPAID REAL PROPERTY TAXES APPLICABLE TO THE LANDS SUBJECT TO THIS PLAT

SIGNED THIS ___ DAY OF _____, A.D. 2018_____
TAX COLLECTOR
NASSAU COUNTY, FLORIDA

DIRECTOR OF EMERGENCY SERVICES CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN APPROVED BY THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF FERNANDINA BEACH, FLORIDA

THIS _____ DAY OF _____, A.D. 2018.

_____
DIRECTOR OF EMERGENCY SERVICES

CERTIFICATE OF REVIEW BY CITY EMPLOYED/ CONTRACTED SURVEYOR/MAPPER

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, F.S., AND THAT I AM EMPLOYED BY OR UNDER CONTRACT TO THE APPROPRIATE LOCAL GOVERNING BODY AND ACTING HERETO AS AN AGENT THEREOF. THIS LIMITED CERTIFICATION AS TO FACIAL CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177 IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING/ MAPPING REFLECTED ON THIS PLAT.

_____ _____
CHARLES ROBERT LEE DATE
FLORIDA CERTIFICATE NO. 5618

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET ACCORDING TO CHAPTER 177.091 (7); AND THAT PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET ACCORDING TO THE CHAPTER 177.091 (8); ALL ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND NASSAU COUNTY.

SIGNED THIS _____ DAY OF _____, A.D. 2018.

_____
MICHAEL A. MANZIE, P.L.S.
FLORIDA CERTIFICATE NO. 4069

MANZIE & DRAKE LAND SURVEYING
117 SOUTH 9TH STREET
FERNANDINA BEACH, FL 32034
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"

STATE OF FLORIDA

MORTGAGEE'S CONSENT

I, _____ ON BEHALF OF _____ DO HEREBY JOIN IN AND CONSENT TO THE ADOPTION AND DEDICATION OF SAID LANDS BY THE OWNERS THEREOF, AS SHOWN HEREON, AND AGREE THAT ITS MORTGAGE WHICH IS DESCRIBED IN OFFICIAL RECORD BOOK _____, PAGES _____ OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA SHALL BE SUBORDINATED TO SAID ADOPTION AND DEDICATION.

WITNESS _____

_____
PRINT OR TYPE NAME

_____
NAME: _____
TITLE: _____

WITNESS _____

_____
PRINT OR TYPE NAME

STATE OF: _____
COUNTY OF: _____

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, _____ TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING MORTGAGEE'S CONSENT AND WHO ACKNOWLEDGED BEFORE ME THAT SHE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____, IN THE COUNTY OF _____ AND THE STATE OF _____ THIS _____ DAY OF _____, A.D., 2018

_____ MY COMMISSION EXPIRES : _____
NOTARY PUBLIC
STATE OF _____

LEGEND

D.E. = DRAINAGE EASEMENT
U&D.E. - UTILITY & DRAINAGE EASEMENT
S.F. = SQUARE FEET
AC. = ACRE
O.R.B. = OFFICIAL RECORDS BOOK
P.R.M. = PERMANENT REFERENCE MONUMENT
P.I.N. = PARCEL IDENTIFICATION NUMBER
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORATION
U.E. = UTILITY EASEMENT

SURVEYOR'S NOTES

1.) ⊡ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (4"X4" CONCRETE MONUMENT) SET WITH IDENTIFICATION "MANZIE LB 7039".
◉ DENOTES PERMANENT CONTROL POINT (P.C.P.) SET WITH IDENTIFICATION "LB 7039".
2.) 3,400 S.F. DENOTES LOT SQUARE FOOTAGE (GROSS & NET) ± A NEGLIGIBLE AMOUNT.
3.) BEARINGS & COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, EAST ZONE, STATE OF FLORIDA, NORTH AMERICAN DATUM OF 1983/1990 (N.A.D. '83/'90)
4.) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X AE 6 & AE 7" AS PER F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 12089C 0237 G , DATED 08/02/2017. FLOOD ZONE INFORMATION LISTED ABOVE AND SHOWN ON THIS SURVEY IS PROVIDED AS A COURTESY AND IS APPROXIMATE AT BEST ALL DATA SHOULD BE VERIFIED BY NASSAU COUNTY BUILDING DEPARTMENT FOR ACCURACY. WE ASSUME NO LIABILITY FOR ITS ACCURACY. FLOOD ZONE INFORMATION IS NOT COVERED BY THE CERTIFICATION HEREON AND IS NOT REQUIRED TO BE SHOWN PER CHAPTER 177 FLORIDA STATUTES. THE FLOOD ZONE DETERMINATION NOTED HEREON MAY BE SUPERSEDED AND/OR REDEFINED FROM TIME TO TIME BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) OR BY THE APPROPRIATE LOCAL GOVERNMENTAL BODY.
5.) THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.
6.) "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.
7.) THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS OF THE DATE OF RECORDING IS R-1. THE SETBACKS ARE AS FOLLOWS:
MAXIMUM HEIGHT = 35-FEET / FRONT SETBACK - 25-FEET / REAR SETBACK - 25-FEET
SIDE SETBACK - 10% OF LOT WIDTH / SIDE SETBACK (SIDE ABUTTING STREET) - 15-FEET
EACH SIDE YARD SETBACK SHALL BE INCREASED BY ONE-HALF (1/2) FOOT FOR EACH ONE (1) FOOT, OR FRACTION THEREOF, OF BUILDING HEIGHTS ABOVE TWENTY-FIVE (25) FEET.
8.) ALL LOT LINES INTERSECTING CURVES ARE NON-RADIAL UNLESS OTHERWISE NOTED
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 AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
10.) NO FURTHER SUBDIVISION OF LOTS IS ALLOWED UNLESS SUCH SUBDIVISION CONFORMS TO NASSAU COUNTY SUBDIVISION REGULATIONS AND BE APPROVED BY THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS.
11.) THE LANDS SHOWN HEREON ARE LOCATED WITHIN STORM SURGE CATEGORY 1, 3, 4 & 5 , AS SCALED FROM STORM SURGE ATLAS VOLUME 1, PLATE 3, NASSAU COUNTY, FLORIDA, AS PER S.L.O.S.H. (SEA, LAKE, AND OVERLAND SURGES FROM HURRICANES).
12.) THAT PORTION OF GUM STREET RIGHT-OF-WAY, BEING BOUNDED ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA DRIVE AND BEING BOUNDED ON THE EAST BY THE BASE OF A SAND BLUFF HAS BEEN ABANDONED PER CITY OF FERNANDINA BEACH ORDINANCE NO. 2016-40 AS RECORDED IN OFFICIAL RECORDS BOOK 2159, PAGES 780 THROUGH 784 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

MANZIE & DRAKE LAND SURVEYING
117 SOUTH NINTH STREET, FERNANDINA BEACH, FL 32034
(904) 491-5700 FAX (904) 491-5777
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"

"OUR *SIGHTS* ARE ON THE FUTURE,
SET YOUR *SITES* ON US."

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"AMELIA BLUFF"

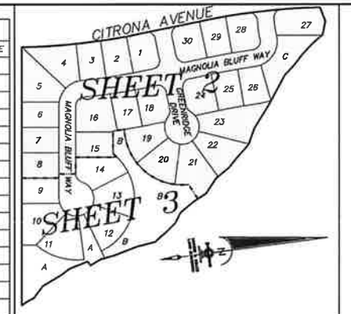
PLAT BOOK ____ PAGE ____

SHEET 2 OF 3 SHEETS

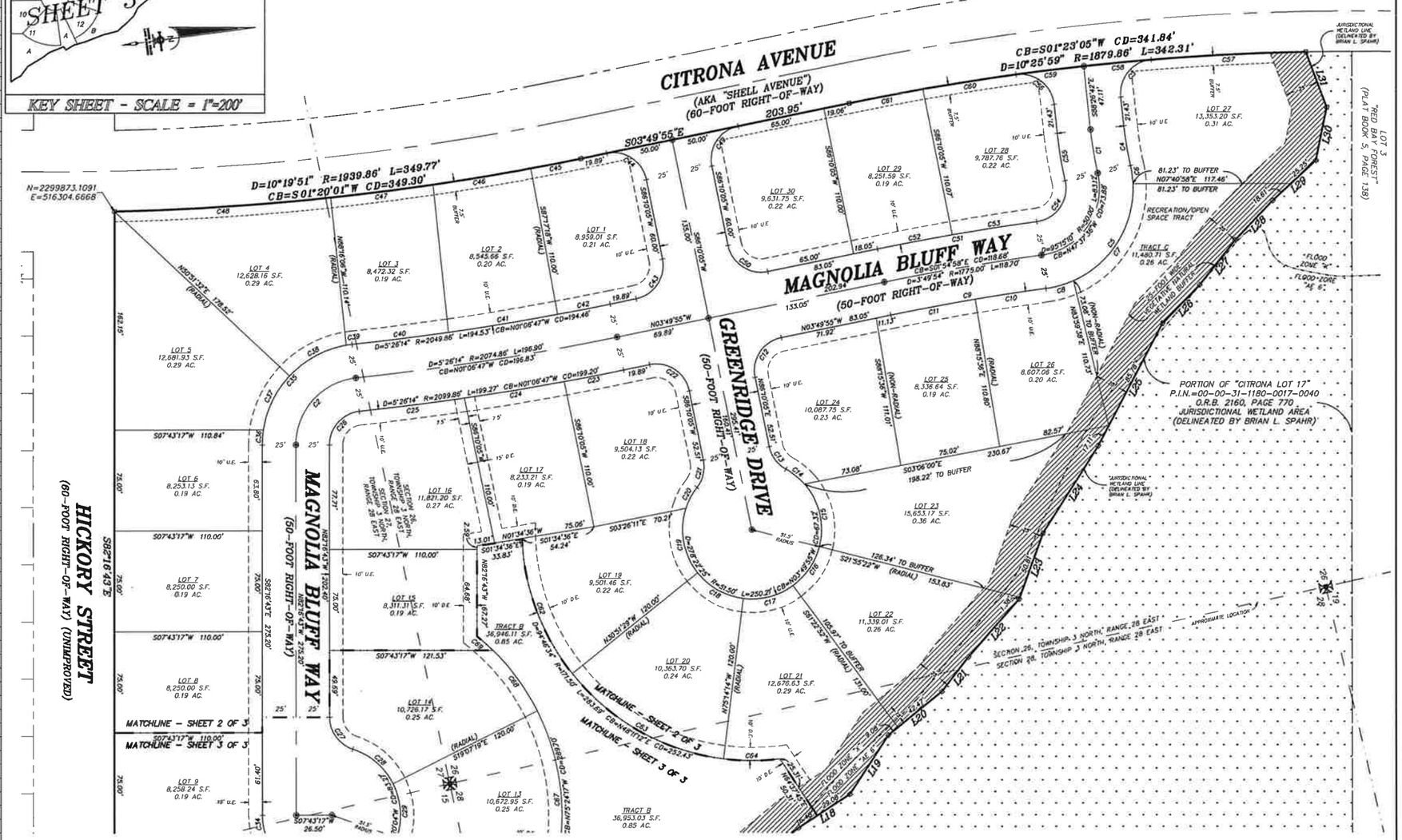
A REPLAT OF A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), NASSAU COUNTY, FLORIDA, AS SHOWN ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901), BEING A PORTION OF SECTIONS 15, 19, 26, 27 AND 28, TOWNSHIP 3 NORTH, RANGE 28 EAST, CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.



KEY SHEET - SCALE = 1"=200'



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	32.68'	275.00'	6°48'29"	N88°09'03"E	32.66'
C2	73.20'	50.00'	83°53'03"	S40°20'12"E	66.84'
C3	39.94'	25.00'	91°32'41"	S42°40'22"E	35.83'
C4	29.71'	250.00'	6°48'29"	N88°09'03"E	29.69'
C5	124.69'	75.00'	95°15'10"	N47°37'36"W	110.81'
C6	13.62'	75.00'	10°24'24"	S89°57'01"W	13.60'
C7	89.67'	75.00'	68°30'16"	N50°35'39"W	84.43'
C8	21.39'	75.00'	16°20'31"	N8°10'16"W	21.32'
C9	117.03'	1750.00'	3°49'54"	S1°54'58"E	117.01'
C10	53.14'	1750.00'	1°44'23"	S0°32'12"E	53.14'
C11	63.89'	1750.00'	2°05'31"	S2°47'09"E	63.89'
C12	39.27'	25.00'	90°00'00"	S48°49'55"E	35.36'
C13	21.46'	25.00'	49°11'13"	N61°34'29"E	20.81'
C14	17.64'	51.50'	19°37'18"	S46°42'32"W	17.55'
C15	49.72'	51.50'	55°19'12"	S84°15'46"W	47.82'
C16	35.47'	51.50'	39°27'29"	N48°20'53"W	34.77'
C17	38.99'	51.50'	43°22'54"	N6°55'41"W	38.07'
C18	39.89'	51.50'	44°22'46"	N36°57'09"E	38.90'
C19	50.87'	51.50'	56°35'29"	N87°26'16"E	48.82'
C20	17.64'	51.50'	19°37'18"	S34°27'21"E	17.55'
C21	21.46'	25.00'	49°11'13"	N69°14'18"W	20.81'
C22	39.27'	25.00'	90°00'00"	S41°10'05"W	35.36'
C23	45.11'	2099.86'	1°13'51"	N3°12'59"W	45.11'
C24	75.06'	2099.86'	2°02'53"	N1°34'36"W	75.06'
C25	79.10'	2099.86'	2°09'30"	N0°31'35"E	79.09'
C26	36.60'	25.00'	83°53'03"	S40°20'12"E	33.42'
C27	31.46'	25.00'	72°06'41"	N61°39'56"E	29.43'
C28	40.69'	51.50'	45°16'05"	S48°14'38"W	39.64'
C29	41.08'	51.50'	45°42'13"	N86°16'12"W	40.00'
C30	41.03'	51.50'	45°38'32"	N40°35'50"W	39.95'
C31	16.30'	51.50'	18°08'14"	N8°42'27"W	16.23'
C32	37.46'	51.50'	41°40'20"	N21°11'50"E	36.64'
C33	36.29'	51.50'	40°22'39"	N62°13'20"E	35.55'
C34	13.76'	51.50'	15°18'37"	S89°56'02"E	13.72'
C35	109.80'	75.00'	83°53'03"	S40°20'12"E	100.26'
C36	11.24'	75.00'	8°35'21"	S77°59'03"E	11.23'
C37	45.22'	75.00'	34°32'55"	S56°24'35"E	44.54'
C38	48.82'	75.00'	37°17'51"	S20°29'32"E	47.96'
C39	4.51'	75.00'	3°26'57"	S0°07'09"E	4.51'
C40	72.51'	2049.86'	2°01'36"	N0°35'32"E	72.50'
C41	81.95'	2049.86'	2°17'27"	N1°33'59"W	81.95'
C42	40.07'	2049.86'	1°07'12"	N3°16'18"W	40.07'
C43	39.27'	25.00'	90°00'00"	N48°49'55"W	35.36'
C44	39.27'	25.00'	90°00'00"	S41°10'05"W	35.36'
C45	37.92'	1939.86'	1°07'12"	N3°16'18"W	37.92'
C46	73.42'	1939.86'	2°10'07"	N1°37'39"W	73.42'
C47	77.02'	1939.86'	2°16'30"	N0°35'39"E	77.02'
C48	161.41'	1939.86'	4°46'03"	N4°06'55"E	161.38'
C49	39.27'	25.00'	90°00'00"	S48°49'55"E	35.36'
C50	39.27'	25.00'	90°00'00"	N41°10'05"E	35.36'
C51	120.37'	1800.00'	3°49'54"	S1°54'58"E	120.35'
C52	56.96'	1800.00'	1°48'48"	S2°55'31"E	56.96'
C53	63.41'	1800.00'	2°01'06"	S1°00'34"E	63.41'
C54	41.56'	25.00'	95°15'10"	N47°37'36"W	36.94'
C55	35.65'	300.00'	6°48'29"	N88°09'03"E	35.63'
C56	39.94'	25.00'	91°32'41"	S45°46'57"W	35.83'
C57	114.89'	1879.86'	3°30'06"	S4°51'02"W	114.87'
C58	50.68'	1879.86'	1°32'41"	S2°19'38"W	50.68'
C59	50.68'	1879.86'	1°32'41"	S0°46'57"W	50.68'
C60	70.11'	1879.86'	2°08'13"	S1°03'29"E	70.10'
C61	55.95'	1879.86'	1°42'19"	S2°58'45"E	55.95'
C62	109.05'	171.50'	36°25'57"	N77°21'30"E	107.22'
C63	132.84'	171.50'	44°22'46"	N36°57'09"E	129.54'
C64	41.80'	171.50'	13°57'51"	N7°46'50"E	41.69'
C65	125.48'	171.50'	41°55'18"	N42°27'27"W	122.70'
C66	136.62'	171.50'	45°38'32"	N40°35'50"W	133.03'
C67	136.80'	171.50'	45°42'13"	N86°16'12"W	133.20'
C68	56.09'	171.50'	18°44'21"	S61°30'30"W	55.84'
C69	15.48'	171.50'	5°10'20"	S49°33'10"W	15.48'
C70	153.26'	181.50'	48°22'56"	N24°33'08"E	148.75'
C71	34.25'	20.00'	98°07'32"	N40°34'34"W	30.22'
C72	105.49'	161.50'	37°25'27"	N27°11'56"E	103.62'
C73	152.35'	181.50'	48°05'37"	N24°41'47"E	147.92'

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N27°59'12"W	17.24'	L12	N13°18'43"W	67.78'	L23	N62°21'11"W	52.19'
L2	N20°27'26"W	24.81'	L13	N7°23'24"W	60.05'	L24	N49°54'25"W	76.56'
L3	N45°57'20"W	15.19'	L14	N33°20'39"W	41.08'	L25	N54°23'32"W	102.89'
L4	N44°53'52"W	28.16'	L15	N36°44'18"W	39.55'	L26	N38°20'27"W	39.63'
L5	N23°01'54"W	34.46'	L16	N55°09'32"W	35.28'	L27	N43°55'01"W	42.49'
L6	N23°08'33"W	29.42'	L17	N32°00'38"W	50.08'	L28	N38°37'53"W	40.36'
L7	N29°02'32"W	31.72'	L18	N25°22'15"W	45.56'	L29	N34°56'00"W	43.86'
L8	N14°26'03"W	56.32'	L19	N49°10'18"W	52.31'	L30	N70°37'36"W	40.23'
L9	N62°19'29"E	14.79'	L20	N31°13'40"W	51.55'	L31	S76°43'41"W	43.73'
L10	N23°32'21"W	36.64'	L21	N44°39'10"W	32.34'			
L11	N8°03'30"W	41.34'	L22	N41°03'50"W	57.18'			

LEGEND
O.E. = DRAINAGE EASEMENT
U&O.E. - UTILITY & DRAINAGE EASEMENT
S.F. = SQUARE FEET
AC. = ACRE
O.R.B. = OFFICIAL RECORDS BOOK
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MANZIE & DRAKE LAND SURVEYING
117 SOUTH NINTH STREET, FERNANDINA BEACH, FL 32034
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CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"

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"AMELIA BLUFF"

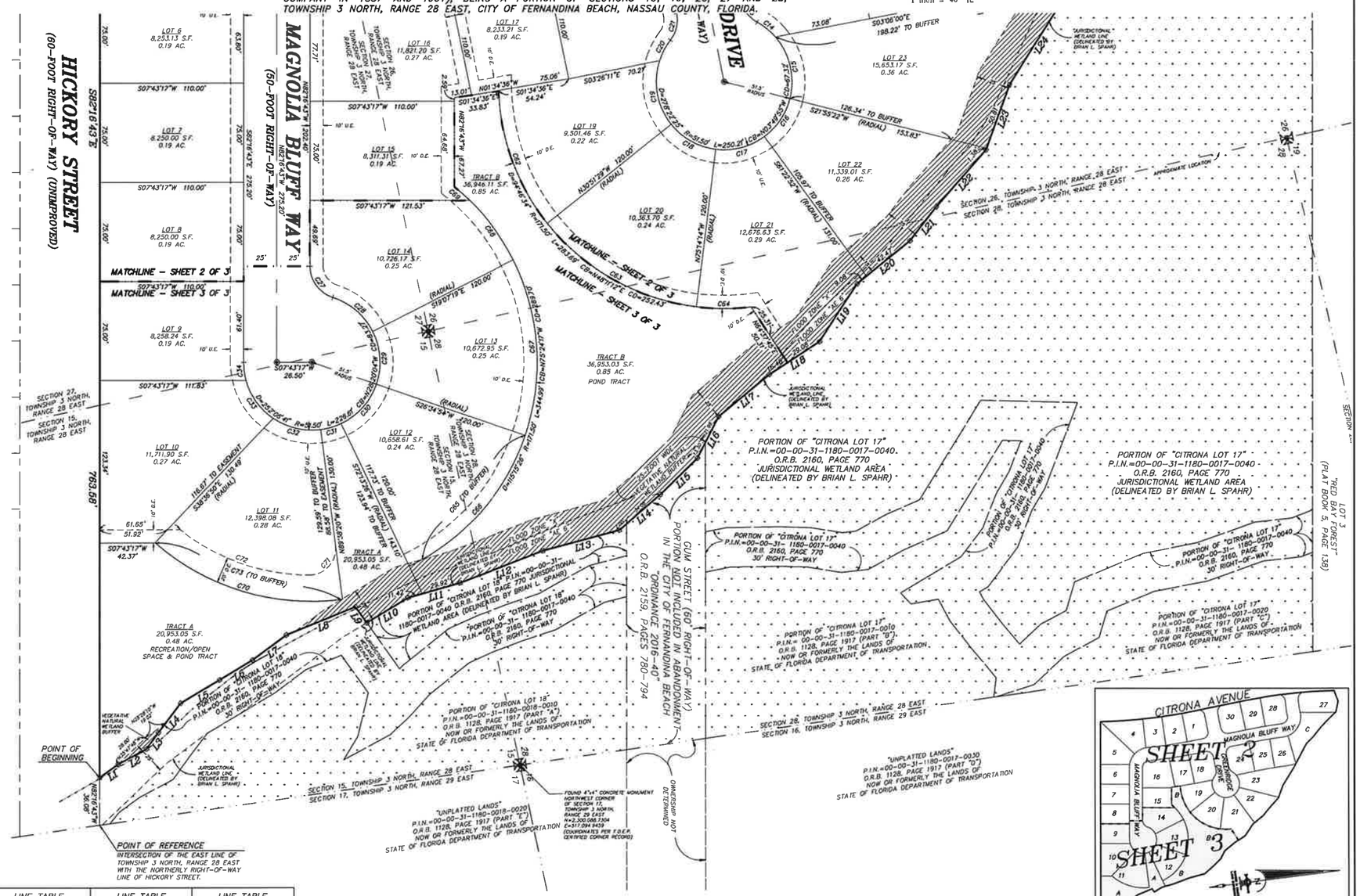
PLAT BOOK ____ PAGE ____

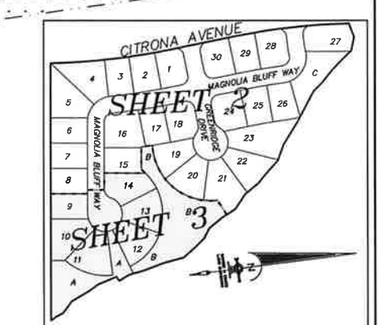
SHEET 3 OF 3 SHEETS

A REPLAT OF A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), NASSAU COUNTY, FLORIDA, AS SHOWN ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901), BEING A PORTION OF SECTIONS 15, 19, 26, 27 AND 28, TOWNSHIP 3 NORTH, RANGE 28 EAST, CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.





KEY SHEET
SCALE = 1" = 200'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	32.68'	275.00'	6°48'29"	N88°09'03"E	32.66'
C2	73.20'	50.00'	83°53'03"	S40°20'12"E	66.84'
C3	39.94'	25.00'	91°52'41"	S42°40'22"E	35.83'
C4	29.71'	250.00'	6°48'29"	N88°09'03"E	29.69'
C5	124.69'	75.00'	95°15'10"	N47°37'36"W	110.81'
C6	13.62'	75.00'	10°24'24"	S89°57'01"W	13.60'
C7	89.67'	75.00'	68°30'16"	N50°35'39"W	84.43'
C8	21.39'	75.00'	16°20'31"	N87°10'16"W	21.32'
C9	117.03'	1750.00'	3°49'54"	S1°54'58"E	117.01'
C10	53.14'	1750.00'	1°44'23"	S0°52'12"E	53.14'
C11	63.89'	1750.00'	2°05'31"	S2°47'09"E	63.89'
C12	39.27'	25.00'	90°00'00"	S48°49'55"E	35.36'
C13	21.46'	25.00'	49°11'13"	N61°34'29"E	20.81'
C14	17.64'	51.50'	19°37'18"	S46°47'32"W	17.55'
C15	49.72'	51.50'	55°19'12"	S84°15'46"W	47.82'
C16	35.47'	51.50'	39°27'29"	N48°20'53"W	34.77'
C17	38.99'	51.50'	43°22'54"	N6°55'41"W	38.07'
C18	39.89'	51.50'	44°22'46"	N36°57'09"E	38.90'
C19	50.87'	51.50'	56°35'29"	N87°26'16"E	48.82'
C20	17.64'	51.50'	19°37'18"	S54°27'21"E	17.55'
C21	21.46'	25.00'	49°11'13"	N69°14'18"W	20.81'
C22	39.27'	25.00'	90°00'00"	S41°10'05"W	35.36'
C23	45.11'	2099.86'	1°13'51"	N3°12'59"W	45.11'
C24	75.06'	2099.86'	2°02'53"	N1°34'36"W	75.06'
C25	79.10'	2099.86'	2°09'30"	N0°31'35"E	79.09'
C26	36.60'	25.00'	83°53'03"	S40°20'12"E	33.42'
C27	31.46'	25.00'	72°06'41"	N61°39'56"E	29.43'
C28	40.69'	51.50'	45°16'05"	S48°14'38"W	39.64'
C29	41.08'	51.50'	45°42'13"	N86°16'12"W	40.00'
C30	41.03'	51.50'	45°38'32"	N40°35'50"W	39.95'
C31	16.30'	51.50'	18°08'14"	N8°42'27"W	16.23'
C32	37.46'	51.50'	41°40'20"	N21°11'50"E	36.64'
C33	36.29'	51.50'	40°22'39"	N62°13'20"E	35.55'
C34	13.76'	51.50'	15°18'37"	S89°56'02"E	13.72'
C35	109.80'	75.00'	83°53'03"	S40°20'12"E	100.26'
C36	11.24'	75.00'	8°35'21"	S77°59'03"E	11.23'
C37	45.22'	75.00'	34°32'55"	S56°24'55"E	44.54'
C38	48.82'	75.00'	37°17'51"	S20°29'32"E	47.96'
C39	4.51'	75.00'	3°26'57"	S0°07'09"E	4.51'
C40	72.51'	2049.86'	2°01'36"	N0°35'32"E	72.50'
C41	81.95'	2049.86'	2°17'27"	N1°33'59"W	81.95'
C42	40.07'	2049.86'	1°07'12"	N3°16'18"W	40.07'
C43	39.27'	25.00'	90°00'00"	N48°49'55"W	35.36'
C44	39.27'	25.00'	90°00'00"	S41°10'05"W	35.36'
C45	37.92'	1939.86'	1°07'12"	N3°16'18"W	37.92'
C46	73.42'	1939.86'	2°10'07"	N1°37'39"W	73.42'
C47	77.02'	1939.86'	2°16'30"	N0°35'39"E	77.02'
C48	161.41'	1939.86'	4°46'03"	N4°06'55"E	161.36'
C49	39.27'	25.00'	90°00'00"	S48°49'55"E	35.36'
C50	39.27'	25.00'	90°00'00"	N41°10'05"E	35.36'
C51	120.37'	1800.00'	3°49'54"	S1°54'58"E	120.35'
C52	56.96'	1800.00'	1°48'48"	S2°55'31"E	56.96'
C53	63.41'	1800.00'	2°01'06"	S1°00'34"E	63.41'
C54	41.56'	25.00'	95°15'10"	N47°37'36"W	36.94'
C55	35.65'	300.00'	6°48'29"	N88°09'03"E	35.63'
C56	39.94'	25.00'	91°32'41"	S45°46'57"W	35.83'
C57	114.89'	1879.86'	3°30'06"	S4°51'02"W	114.87'
C58	50.68'	1879.86'	1°32'41"	S2°19'38"W	50.68'
C59	50.68'	1879.86'	1°32'41"	S0°46'57"W	50.68'
C60	70.11'	1879.86'	2°08'13"	S1°03'29"E	70.10'
C61	55.95'	1879.86'	1°42'19"	S2°59'45"E	55.95'
C62	109.05'	171.50'	36°25'57"	N77°21'30"E	107.22'
C63	132.84'	171.50'	44°22'46"	N36°57'09"E	129.54'
C64	41.80'	171.50'	13°57'51"	N7°46'50"E	41.69'
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LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N27°59'12"W	17.24'	L12	N11°18'43"W	67.78'	L23	N62°21'11"W	52.19'
L2	N20°27'26"W	24.81'	L13	N7°23'24"W	60.05'	L24	N49°54'25"W	76.56'
L3	N43°57'20"W	15.19'	L14	N33°20'39"W	41.08'	L25	N54°23'32"W	102.89'
L4	N44°53'52"W	28.16'	L15	N36°44'18"W	39.55'	L26	N38°20'27"W	39.63'
L5	N23°01'54"W	34.46'	L16	N55°09'32"W	35.26'	L27	N43°55'01"W	42.49'
L6	N23°08'33"W	29.42'	L17	N32°00'36"W	50.08'	L28	N38°37'53"W	40.36'
L7	N29°02'32"W	31.72'	L18	N25°22'15"W	45.56'	L29	N34°56'00"W	43.86'
L8	N14°26'03"W	56.32'	L19	N49°10'18"W	52.31'	L30	N70°37'36"W	40.23'
L9	N62°19'29"E	14.79'	L20	N31°13'40"W	51.55'	L31	S76°43'41"W	43.73'
L10	N23°32'21"W	36.64'	L21	N44°39'30"W	32.34'			
L11	N8°03'30"W	41.34'	L22	N41°03'50"W	57.18'			

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D.E. = DRAINAGE EASEMENT
U&D.E. = UTILITY & DRAINAGE EASEMENT
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Engineering Plans

For

AMELIA BLUFF

For

AMELIA BLUFF LLC

AMELIA BLUFF
For
AMELIA BLUFF LLC

RELEASED FOR CONSTRUCTION _____ BY _____

Gillette & Associates, Inc.

Civil & Environmental Engineering
Mechanical & Structural Engineering
Permitting & Construction Management
20 South 4th Street Amelia Island, Florida 32034
Phone: (904) 261-8819

PERMITTING AGENCIES

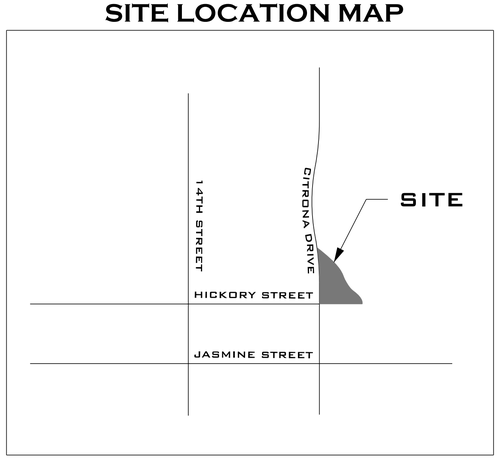
CITY OF FERNANDINA BEACH: 904-310-3421
FDEP: 904-256-1700
SJRWMD: 904-730-6270

G & A

Issue Date:
November 6, 2017
Revision Date:
March 9, 2018

G&A Project
No.:17-10.27

SITE LOCATION MAP



GENERAL NOTES

SITE / GEOMETRY

1.ALL WORK SHALL BE PERFORMED IN A SAFE MANNER.ALL SAFETY RULES AND GUIDELINES OF O.S.H.A.SHALL BE FOLLOWED.THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES,AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT.ALL COSTS ASSOCIATED WITH COMPLYING WITH O.S.H.A.REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTOR'S PRICE FOR PERFORMING THE WORK.

2.THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE JOB SITE PRIOR TO PREPARING THE BID FOR THE PURPOSE OF FAMILIARIZING HIMSELF WITH THE NATURE AND THE EXTENT OF THE WORK AND LOCAL CONDITIONS.EITHER SURFACE OR SUBSURFACE,WHICH MAY AFFECT THE WORK TO BE PERFORMED,AND THE EQUIPMENT,LABOR AND MATERIALS REQUIRED. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF COMPLETE PERFORMANCE UNDER THIS CONTRACT.THE CONTRACTOR IS URGED TO TAKE COLOR PHOTOGRAPHS ALONG THE ROUTE OF THIS PROJECT TO RECORD EXISTING CONDITIONS PRIOR TO CONSTRUCTION,AND TO AID IN RESOLVING POSSIBLE FUTURE COMPLAINTS THAT MAY OCCUR DUE TO CONSTRUCTION OF THE PROJECT.ALL COSTS ASSOCIATED WITH PRELIMINARY INVESTIGATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

3.ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE DEVELOPER.

4.ELEVATIONS ARE BASED ON NATIONA GEODETIC VERTICAL DATUM OF 1988.

5.TOPOGRAPHIC AND BOUNDARY INFORMATION WAS PROVIDED BY:MANZIE & DRAKE (904-491-5700)

6.THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BUILDING,RIGHT-OF-WAY PERMITS NOT PROVIDED AND INSURANCE REQUIRED FOR THE PROJECT.

7.THE CONTRACTOR SHALL COORDINATE THE WORK WITHIN CITY,COUNTY OR STATE RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC AND METHOD OF CONSTRUCTION & REPAIR.

8.THE CONTRACTOR SHALL ADVISE THE OWNER'S AUTHORIZED REPRESENTATIVE OF PLANNED WORK SCEDULE.THE CONTRACTOR SHALL COORDINATE THEIR CONSTRUCTION WITH ALL OTHER CONTRACTORS.IN THE EVENT OF ANY CONFLICT WHATSOEVER,THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD,AND THE OWNER PRIOR TO PROCEEDING WITH CONSTRUCTION.

9."AS-BUILT" DRAWINGS - AS-BUILTS ARE REQUIRED TO BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR. THEREFORE,IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTRACT WITH A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR THE PREPARATION,FIELD LOCATIONS,CERTIFICATION,AND SUBMITTAL OF AS-BUILT DRAWINGS.

10."AS-BUILT" RECORD DATA AND INFORMATION SHALL BE MAINTAINED BY THE CONTRACTOR.RECORD DRAWINGS SHALL BE SUPPLIED TO THE ENGINEER.

11.THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS.IF A MONUMENT IS DISTURBED,THE CONTRACTOR SHALL CONTRACT WITH THE SURVEYOR OF RECORD FOR REINSTALLATION OF THE MONUMENT.

12.ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE DISPOSED OF OFF-SITE BY CONTRACTOR ON A DAILY BASIS.

13.ALL EXCESS SUITABLE AND UNSUITABLE MATERIALS SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE ENGINEER.

14.ALL EXISTING TREES LISTED TO REMAIN SHALL BE PRESERVED AND PROTECTED.

15.THE LOCATION OF ALL EXISTING UTILITIES,STRUCTURES,AND IMPROVEMENTS ON THE DRAWINGS ARE BASED ON LIMITED INFORMATION AND MAY NOT HAVE BEEN FIELD VERIFIED.THE LOCATIONS ARE APPROXIMATE.THE CONTRACTOR SHALL NOTIFY RESPECTIVE UTILITY OWNERS AND FIELD VERIFY LOCATIONS OF EXISTING UTILITIES AND OTHER IMPROVEMENTS PRIOR TO COMMENCING ANY CONSTRUCTION.IF THE LOCATIONS SHOWN ARE CONTRARY TO ACTUAL FIELD LOCATIONS,THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF THE DISCREPANCY.THE DISCREPANCY SHOULD BE RESOLVED PRIOR TO COMMENCING CONSTRUCTION.THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING IN AREAS NEAR EXISTING UTILITY IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR REPAIRS OR PAYMENTS FOR ALL DAMAGE MADE TO EXISTING UTILITIES OR OTHER IMPROVEMENTS.PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION,THE CONTRACTOR SHALL VERIFY ALL GRADES, INVERTS,AND TYPE OF MATERIAL OF EXISTING UTILITIES TO WHICH THEY SHALL CONNECT.

16.THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER ON ALL MATERIALS,FOR REVIEW AND APPROVAL,PRIOR TO PURCHASE OR CONSTRUCTION OF ANY UTILITY OR STRUCTURE.

17A.UNSUITABLE MATERIALS UNDER WATER,SEWER,OR STORM PIPE AND/OR STRUCTURES SHALL BE REMOVED AND REPLACED WITH SELECTED BACKFILL COMPACTED TO 98% OF IT'S MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D1557).

17B. ALL FINISH FLOORS SHOWN ON THE PLANS ARE MINIMUM ELEVATIONS

18.ALL WATER & SEWER CONSTRUCTION SHALL BE ACCOMPLISHED BY AN UNDERGROUND UTILITY CONTRACTOR LICENSED UNDER THE PROVISIONS OF CHAPTER 489 FLORIDA STATUTES.

19.WHEN DEWATERING CAPACITY REQUIRES A PERMIT (CUP)IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE PERMIT THROUGH THE ST.JOHNS RIVER WATER MANAGEMENT DISTRICT.

20.WATER MAINS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SANITARY HAZARD.THE DISTANCE SHALL BE MEASURED EDGE TO EDGE.WHERE PARALLEL WATER AND SEWER MAINS HAVE LESS THAN 10 FOOT HORIZONTAL SEPARATION,20 FOOT LENGTHS OF C900 (DRIB)WATER QUALITY PIPE SHALL BE USED WITH THE JOINTS STAGGERED AT 10 FOOT INTERVALS.THE PIPES SHALL BE PLACED IN SEPARATE TRENCHES WITH THE WATER MAIN AT LEAST 18 INCHES ABOVE THE SEWER.

21.WATER MAINS CROSSING SANITARY HAZARDS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER MAIN.WHERE WATER AND SEWER MAINS CROSS WITH BETWEEN 18 INCHES AND 6 INCHES OF VERTICAL CLEARANCE,A 20 FOOT SECTION OF C900 (DRIB)WATER QUALITY PIPE SHALL BE CENTERED ON THE POINT OF THE CROSSING.THE CONTRACTOR SHALL FIELD VERIFY THE VERTICAL SEPARATION.THE MINIMUM SEPARATION BETWEEN WATER AND SEWER PIPES IS TO BE 6 INCHES OUTSIDE DIAMETER TO OUTSIDE DIAMETER.

22.NO WATER MAIN PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SEWER MANHOLE.

23.BLANK

24.TRACER WIRE SHALL BE PROVIDED ON ALL WATER MAINS AND FORCE MAINS.TRACER WIRE SHALL BE A MINIMUM OF 14 GUAGE SOLID COPPER WIRE,COATED,AND SUITABLE FOR BURIAL.WIRE SHALL BE ATTACHED DIRECTLY TO TOP OF PIPE AND BROUGHT INTO EACH VALVE BOX AND COILED TO ALLOW FOR EASY ACCESS AND EXTENSION ABOVE FINISHED GRADE FOR ATTACHMENT OF LOCATING EQUIPMENT.

25.ALL PIPE LENGTHS ARE APPROXIMATE DIMENSIONS,ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM WITH TYPICAL SECTIONS AND DETAILS AS SHOWN ON THE MISCELLANEOUS DETAILS SHEET AND IN ACCORDANCE WITH THE SPECIFICATIONS.

26.ALL UNDERGROUND UTILITIES MUST BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT.

27.GRADES SHOWN ON PLANS ARE EDGE OF PAVEMENT FINISHED GRADES UNLESS OTHERWISE NOTED.

28.SHOULD THE SURFACE OR SUBSURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS,THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.

29. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED AND MULCHED UNLESS OTHERWISE SPECIFICALLY STATED.

30.THE CONTRACTOR IS RESPONSIBLE FOR THE CONTROL OF SEDIMENT-LADEN RUNOFF RESULTING FROM STORM EVENTS DURING THE CONSTRUCTION PHASE.EROSION CONTROL FACILITIES SHOULD BE INSTALLED EARLY DURING THE CONSTRUCTION PERIOD SO AS TO PREVENT THE TRANSPORT OF SEDIMENT INTO SURFACE WATERS.RE-VEGETATION AND STABILIZATION OF DISTURBED AREAS SHOULD BE ACCOMPLISHED IMMEDIATELY TO REDUCE THE POTENTIAL FOR FURTHER SOIL EROSION.

31. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND COUNTY/CITY BEFORE COMMENCING WORK.

32.MINIMUM COVER OVER PIPES SHALL BE 36" UNLESS OTHERWISE INDICATED.

33.ALL UNDERGROUND UTILITY COMPANIES SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.

34.IN ADDITION TO THE SPECIFICATIONS AND DETAILS PROVIDED FOR THIS CONTRACT,THE CITY OF FERNANDINA BEACH STANDARD DETAILS AND SPECIFICATIONS (LATEST REVISION)SHALL ALSO BE USED FOR ANY ITEMS NOT COVERED.IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A SET OF STANDARD DETAILS AND SPECIFICATIONS FROM THE CITY OF FERNANDINA BEACH.

35.BACKFILL MATERIAL SHALL BE COMPACTED TO 100% (2%) PER CITY OF FB REQUIREMENTS UNDER EXISTING AND PROPOSED ROADWAYS.

36.NO FIELD CHANGES OR DEVIATIONS FROM DESIGN TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.

37.STATIONING REFERS TO THE CENTERLINE OF THE ROADWAY EXCEPT AS NOTED ON PLANS.WHERE PAVEMENT SPLITS, THE STATIONING FOLLOWS THE INSIDE EDGE OF PAVEMENT UNTIL ROADWAY TRANSITIONS BACK TO THE TYPICAL ROADWAY SECTION

38.ALL CONSTRUCTION,MATERIAL,AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH CITY OF FB AND COUNTY STANDARDS.

WATER NOTES

1.WATER MAINS SHALL HAVE A MINIMUM OF 36" COVER UNDER PAVEMENT OR 30" COVER FROM FINISHED GRADE UNLESS OTHERWISE SHOWN.ALL WATER MAINS SHALL BE FLUSHED IN ACCORDANCE WITH,AND UNDER THE DIRECTION OF THE UTILITY COMPANY.

2.THRUST RESTRAINTS ARE REQUIRED IN ACCORDANCE WITH UTHE UTILITY COMPANY STANDARDS WHERE WATER MAINS ARE TERMINATED AND AT ALL BENDS AND TEES.

3.TIE RODS SHALL BE INSTALLED ON ALL VALVES LOCATED AT FITTINGS.ALL 10" AND LARGER VALVES AND LARGER SHALL REQUIRE (4)TIE RODS. MEGA LUG JOINT RESTRAINTS MAY BE USED IN LIEU OF THRUST BLOCKS OR TIE RODS.

4.UNLESS OTHERWISE NOTED,WATER MAINS ARE TO BE PVC DRIB,DR-25,C-900 (BLUE),CLASS 150.

5.ALL WATER MAINS SHALL BE BACTERIOLOGICAL AND PRESSURE TESTED IN ACCORDANCE WITH AWWA C-600.NO CONNECTION TO EXISTING POTABLE WATER SYSTEM SHALL BE ALLOWED UNTIL ALL PROPOSED WATER MAINS HAVE BEEN PRESSURE TESTED,DISINFECTED,AND CLEARED FOR SERVICE.THE UTILITY COMPANY'S AUTHORIZED REPRESENTATIVE MUST BE NOTIFIED 48 HOURS PRIOR TO PERFORMING THE PRESSURE TEST AND MUST BE PRESENT.

6.THE CONTRACTOR SHALL AVOID SERVICE INTERRUPTIONS AND MAINTAIN ANY EXISTING WATER SERVICE TO MEET THE SYSTEM DEMANDS AT ALL TIMES.THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION OF AFFECTED CUSTOMERS OF THE UTILITY A MINIMUM OF 48 HOURS IN ADVANCE OF ANY INTERRUPTION OF SERVICE.BOIL WATER NOTICES SHALL BE DELIVERED IN ACCORDANCE WITH THE UTLITY COMPANY BOIL WATER NOTICE REQUIREMENTS.

7.ALL MAIN FLUSHING POINTS SHALL BE SAME SIZE AS MAIN UP TO 8 INCH WATER MAINS.FLUSHING POINTS FOR MAINS LARGER THAN 8 INCH SHALL BE REDUCED TO 8 INCH.

8.ALL WATER MAINS SHALL BE DISINFECTED USING LIQUID CHLORINE OR HYPOCHLORITES IN ACCORDANCE TO AWWA C651-86. WATER IN MAIN SHALL MAINTAIN A CHLORINE RESIDUAL OF 50 MG/L FOR A MINIMUM OF 24 HOURS.WATER MAIN SHALL NOT BE PLACED IN SERVICE UNTIL CLEARANCE HAS BEEN PROVIDED BY THE APPROPRIATE REGULATING AGENCY AND UNITED WATER FLORIDA.

9.IF SOLVENT CONTAMINATION IS FOUND IN THE PIPE TRENCH,WORK SHALL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED,BASED ON APPROVAL OF THE PERMITTING AGENCY,DUCTILE IRON PIPE,FITTINGS,AND SOLVENT RESISTANT GASKET MATERIAL SUCH AS FLUOROCARBON SHALL BE USED IN THE CONTAMINATED AREA.THE DUCTILE IRON PIPE SHALL EXTEND AT LEAST 100 FEET BEYOND ANY SOLVENT NOTED.ANY CONTAMINATED SOIL THAT IS EXCAVATED SHALL BE PLACED ON AN IMPERMEABLE MAT AND COVERED WITH A WATER PROOF COVERING.THE PROPER AUTHORITIES WILL BE NOTIFIED AND THE CONTAMINATED SOIL HELD FOR PROPER DISPOSAL.

10.2" FLUSHING HYDRANTS SHALL BE INSTALLED AT ALL DEAD END LINES AND MAIN LINE STUB-OUTS.

11.A SEPARATE WATER SERVICE SHALL BE REQUIRED FOR EACH UNIT SERVED AND SHALL BE INSTALLED 3 FEET EITHER SIDE OF PROPERTY LINE.ALL WATER SERVICES SHALL BE MARKED WITH A "W" ETCHED ON THE CURB.ALL VALVES SHALL BE MARKED WITH A "V" ETCHED ON THE CURB.

12.ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH THE UTILITY COMPANY'S STANDARDS.

13.ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED AT THE CONSUMER'S METER OR AT THE PROPERTY LINE WHEN A METER IS NOT USED.

14.BACKFLOW PREVENTION ASSEMBLIES SHALL BE TESTED BY A STATE OF FLORIDA LICENSED BACKFLOW TECHNICIAN.TEST RESULTS SHALL BE SUBMITTED TO AND APPROVED BY THE UTILITY COMPANY PRIOR TO ACCEPTANCE OF INSTALLATION.

15.MAXIMUM DEPTH ON WATER SERVICES TO METER TO BE 36".

INDEX

SHEET	DESCRIPTION
	ALL PERMITTING AGENCIES
1	COVER SHEET
2	INDEX SHEET
3	PREDEVELOPMENT/DEMOLITION PLAN
4	LOT LAYOUT PLAN
5	POST-DEVELOPMENT DRAINAGE PLAN
6	LOT GRADING PLAN
7	PLAN AND PROFILE SHEET KEY
8-11	PLAN AND PROFILE SHEETS
12	TREE RETENTION/REMOVAL PLAN
13	MISCELLANEOUS DETAILS
14	WATER DETAILS
15	SEWER DETAILS

FIRE NOTES

1.WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED,COMPLETED,AND IN SERVICE PRIOR TO COMMENCING CONSTRUCTION WORK ON ANY STRUCTURE.(NFPA 1,16.4.3.1.3,2009 EDITION)

2.CLEARANCES OF SEVEN AND ONE HALF FEET (7 FT-6 IN.) IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANT,WITH A FOUR FOOT CLEARANCE TO THE REAR OF THE HYDRANT.(NFPA 1,18.3.4.1,2009)

3.NEW FIRE HYDRANT(S) SHALL BE INSTALLED SO THAT POSITIONED NOT MORE THAN 7 FEET 6 INCHES AWAY FROM CURB OR BERM OF THE ROADWAY.

SEWER NOTES

1.THE CONTRACTOR SHALL PROVIDE,TO THE ENGINEER OF RECORD ,A SCHEDULE OF INVERT ELEVATIONS OF ALL SANITARY MANHOLES PRIOR TO THE PLACEMENT OF THE LIME ROCK BASE COURSE.THIS SCHEDULE TO BE PROVIDED BY THE REGISTERED LAND SURVEYOR SUBMITTING THE "AS-BUILT" DRAWINGS FOR THIS PROJECT.

2.SANITARY SEWER SERVICES SHALL BE 6"PVC WITH A MINIMUM SLOPE OF 0.006 FEET PER FOOT AND SHALL BE TERMINATED AT THE RIGHT-OF-WAY LINE WITH A DEPTH OF 24" TO 48" FROM THE FINAL FINISHED GRADE OF THE DEVELOPED LOTS.DEPTHS GREATER THAN 48" FROM FINAL FINISHED GRADE SHALL BE READJUSTED BY THE DEVELOPER AT HIS COST.

3.GRAVITY SEWER TO BE CLEANED & TV TESTED BY DEVELOPER AT DEVELOPER'S EXPENSE

4.ALL MANHOLE FRAMES AND COVERS TO BE ADJUSTED TO FINAL FINISHED GRADE.

5.A SEPARATE SEWER SERVICE (6" MIN.) SHALL BE PROVIDED TO THE RIGHT-OF-WAY FOR EACH LOT BEING SERVED.AN "S" SHALL BE ETCHED INTO THE CURB DIRECTLY OVER EACH SERVICE LINE OR IN THE STREET SIDE OF A SIDEWALK IN LINE WITH THE CLEANOUT.

6.GRAVITY SEWER TO BE GREEN IN COLOR

7.NEW GRAVITY SEWER SYSTEM SHALL BE PLUGGED AT NEAREST EXISTING DOWNSTREAM MANHOLE AND SHALL NOT BE REMOVED WITHOUT AUTHORIZATION FROM THE UTLITY COMPANY.EXISTING MANHOLES TO BE COREBORED AND ARRANGEMENTS MADE TO BE REFURBISHED WITH COMPATIBLE MATERIALS IF THE EXISTING MANHOLE IS ALLOWED TO BE USED.

8.FINISHED FLOOR ELEVATIONS SHALL BE GREATER (HIGHER)THAN THE ELEVATION OF THE MANHOLE NEAREST THE SERVICE LATERAL IN ORDER TO AVOID A POTENTIAL BACKUP OF SEWERAGE IN THE HOUSE OR BUILDING.

9.FORCE MAIN MUST PASS A PRESSURE TEST PRIOR TO ACCEPTANCE OF THE SYSTEM.THE PRESSURE TEST SHALL COMPLY WITH AWWA C-600 SECTION 4,) STANDARD FOR HYDROSTATIC TESTING.PRESSURE TEST MUST BE WITNESSED AND APPROVED BY AN AUTHORIZED UTLITY COMPANY REPRESENTATIVE.

10.ALL GRAVITY SEWER PIPE TO A 10 FOOT DEPTH OF COVER SHALL BE SDR-26 PVC PIPE (MINIMUM).GRAVITY SEWER PIPE WITH COVER OF 15 FEET (AND IN EASEMENTS) AND GREATER SHALL BE C900 - DRIB. JOINT SHALL BE OF THE BELL AND SPIGOT TYPE AND MEET THE REQUIREMENTS OF THE PIPE REFERRED BEING USED.

11.WHEN A PROPERTY LINE CAN NOT BE DEFINED,THE SEWER CLEANOUT SHALL BE PLACED IN AN UNPAVED AREA AT A DISTANCE NO GREATER THAN 30 FEET FROM THE SEWER MAIN.

12.NOTE: DR-18 TO BE USED ON SEWER LINE CROSSING WHERE STORM DRAIN IS WITHIN 24 INCHES ABOVE GRAVITY ALSO JOINT TO BE CENTERED AT CROSSING

13.ALL MANHOLES TO HAVE MINIMUM 24" HINGED RING AND COVER EAST JORDAN OR APPROVED EQUIVALENT

14.SEWER PLUGS USED DURING THE CONSTRUCTION OR CONNECTION TO A SYSTEM SHALL HAVE THE CONTRACTOR'S NAME PERMANENTLY STAMPED.

15.THE MANHOLE LINER SHALL BE SPECTRA SHIELD OR APPROVED EQUIVALENT.

16.IN ACCORDANCE WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REQUIREMENTS,LEAKAGE TESTING SHALL BE PERFORMED ON ALL SEGMENTS OF THE SEWER SYSTEM.TESTING MAY INCLUDE APPROPRIATE WATER OR LOW PRESSURE AIR TESTING.TEST METHODS SHALL TAKE INTO CONSIDERATION THE RANGE IN GROUNDWATER ELEVATIONS DURING THE TEST AND ANTICIPATED DURING THE DESIGNED LIFE OF THE SEWER.NO LEAKAGE ALLOWED IN SYSTEM.

17.RESTRAINT JOINTS TO BE USED THROUGHOUT ON FORCE MAIN

18. ALL FORCE MAIN TO BE PVC (DR-18)

LEGEND

- EXISTING VALVE
- WM — EXISTING WATER LINE
- SAN — EXISTING SANITARY SEWER
- EXISTING FIRE HYDRANT
- SAN — PROPOSED SANITARY SEWER
- WM — PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- EXISTING EDGE OF PAVEMENT
- EXISTING PROPERTY LINE
- 15.3 — PROPOSED SPOT ELEVATION
- S-5 — DRAINAGE STRUCTURE
- P-1 — PIPE
- 15.0 — PROPOSED CONTOUR
- PROPOSED EDGE OF PAVEMENT
- PROPOSED PROPERTY LINE
- PROPOSED R.O.W. LINE
- 16 — EXISTING CONTOUR

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B	BM	1/16/18	REVISED PER COFB COMMENTS
A	BM	12/18/17	REVISED PER SJRWMD,COFB COMMENTS

Scale: NONE
Project Mgr: NG
Designed by: NG
Drawn by: BM
QA/QC: AG

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AMELIA BLUFF

AMELIA BLUFF LLC

INDEX SHEET

Registered Professional

SHEET NO. IN-1
2 of 15
Issue Date March 9, 2018
Project No. 17-10.27

$$FileName$$ $$Time$$ $$Date$$

NOTES:

PROJECT ACREAGE: 15.34 ACRES

30 NEW SINGLE FAMILY LOTS

PROPERTY ZONED: RI

FLUM DESIGNATION: LOW DENSITY RESIDENTIAL & CONSERVATION

PROPOSED DENSITY: 1.96 DUA

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PRE-DEVELOPMENT DRAINAGE PLAN

Registered Professional

SHEET NO. PRE-1
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Issue Date: March 9, 2018
Project No.: 17-10.27

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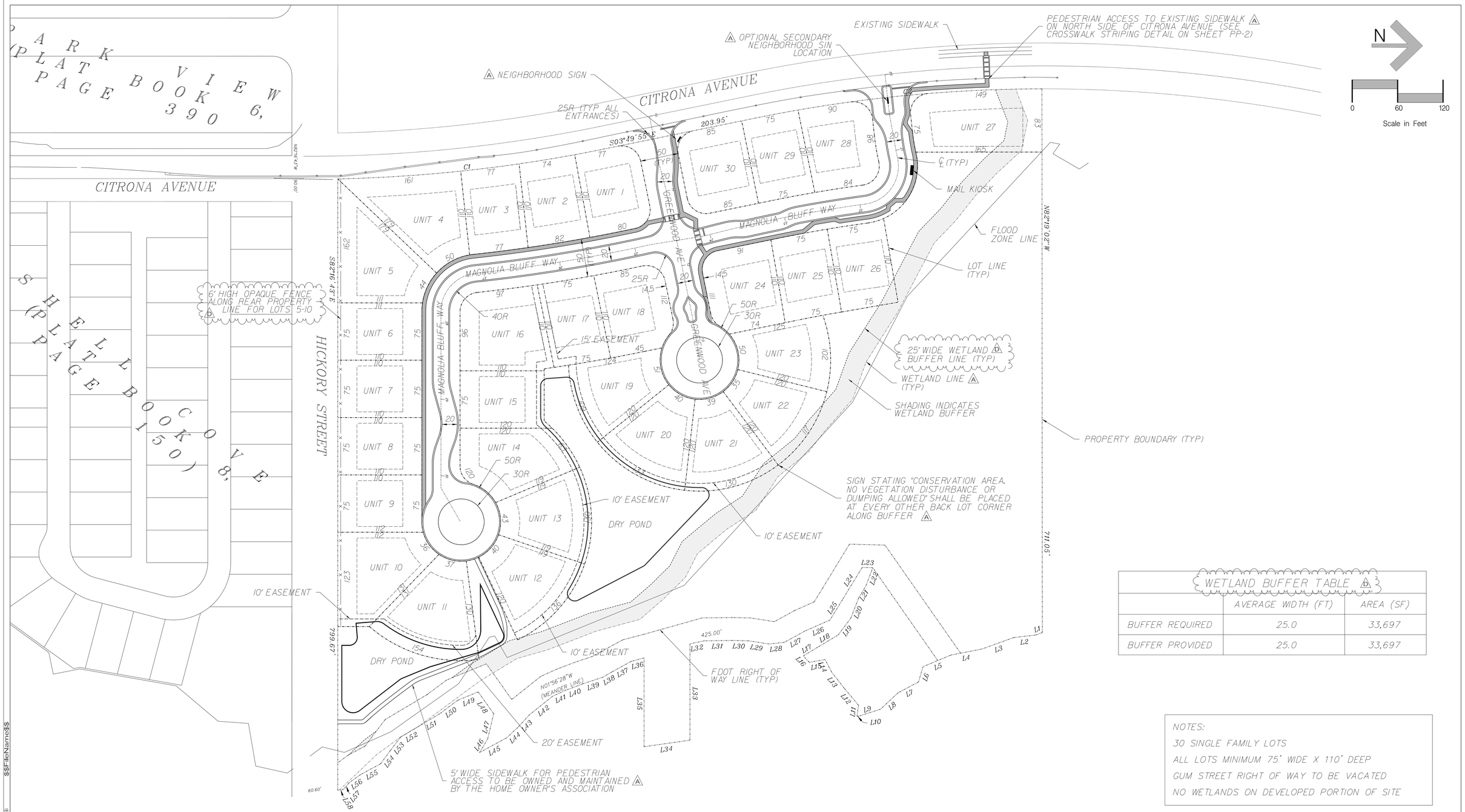

WETLAND BUFFER TABLE		
	AVERAGE WIDTH (FT)	AREA (SF)
BUFFER REQUIRED	25.0	33,697
BUFFER PROVIDED	25.0	33,697

NOTES:
30 SINGLE FAMILY LOTS
ALL LOTS MINIMUM 75' WIDE X 110' DEEP
GUM STREET RIGHT OF WAY TO BE VACATED
NO WETLANDS ON DEVELOPED PORTION OF SITE

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LOT LAYOUT PLAN

Registered Professional

SHEET NO.
LLP-1
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Issue Date
March 9, 2018

Project No.
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NOTE:
ALL FINISHED FLOOR ELEVATIONS LISTED ARE FOR THE LOWEST FLOOR OF THE STRUCTURE. THIS MAY INCLUDE THE GARAGE IF IT IS ENCLOSED.

* SEE SHEET DT-1 FOR DETAILS FOR STRUCTURES S-DROP 1 & S-DROP 2

STRUCTURE TABLE

	NAME	TYPE	TOP/ INLET ELEV.	INVERT ELEVATION N	S	E	W
	S-1	CURB INLET	12.68	9.08	–	–	–
	S-2	CURB INLET	12.68	–	9.04	9.04	–
	S-3	MANHOLE	11.82	9.09	–	–	8.59
	S-4	CURB INLET	11.67	–	8.01	6.51	–
	S-5	TYPE C INLET	10.00	–	–	–	6.46
	S-6	CURB INLET	18.09	14.74	–	–	–
	S-7	CURB INLET	18.09	–	14.69	12.44	–
	S-8	CURB INLET	15.26	11.89	11.64	–	–
	S-9	CURB INLET	15.26	11.54	11.04	–	11.53
	S-10	MANHOLE	13.84	10.87	–	8.12	–
	S-11	TYPE C INLET	11.50	–	–	–	7.97
	S-12	CURB INLET	15.26	–	11.91	–	–
	S-13	CURB INLET	15.26	11.84	–	11.59	–
	S-14	MES	–	–	–	–	–
	S-15	MES	–	–	–	–	–
*	S-DROP 1	DROP STR	11.83	–	–	8.50	–
	S-OUT 1	MES	–	–	–	–	4.00
*	S-DROP 2	DROP STR	13.85	–	–	10.50	–
	S-OUT 2	MES	–	–	–	–	7.00

PIPE TABLE

NAME	FROM	TO	SIZE	LENGTH	MATERIAL
P-1	S-1	S-2	18"	27'	RCP
P-2	S-2	S-3	18"	307'	RCP
P-3	S-3	S-4	18"	54'	RCP
P-4	S-4	S-5	36"	87'	HDPE
P-6	S-6	S-7	15"	27'	RCP
P-7	S-7	S-8	15"	292'	RCP
P-8	S-8	S-9	18"	68'	RCP
P-9	S-9	S-10	24"	172'	RCP
P-10	S-10	S-11	24"	151'	RCP
P-12	S-12	S-13	15"	40'	RCP
P-13	S-13	S-9	18"	40'	RCP
P-14	POND 1	POND 2	12"	118'	HDPE
P-DROP 1	S-DROP 1	S-OUT 1	15"	52'	HDPE
P-DROP 2	S-DROP 2	S-OUT 2	15"	30'	HDPE

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POST-DEVELOPMENT DRAINAGE PLAN

Registered Professional

SHEET NO.
DR-1
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AMELIA BLUFF LLC

LOT GRADING PLAN

Registered Professional

SHEET NO.
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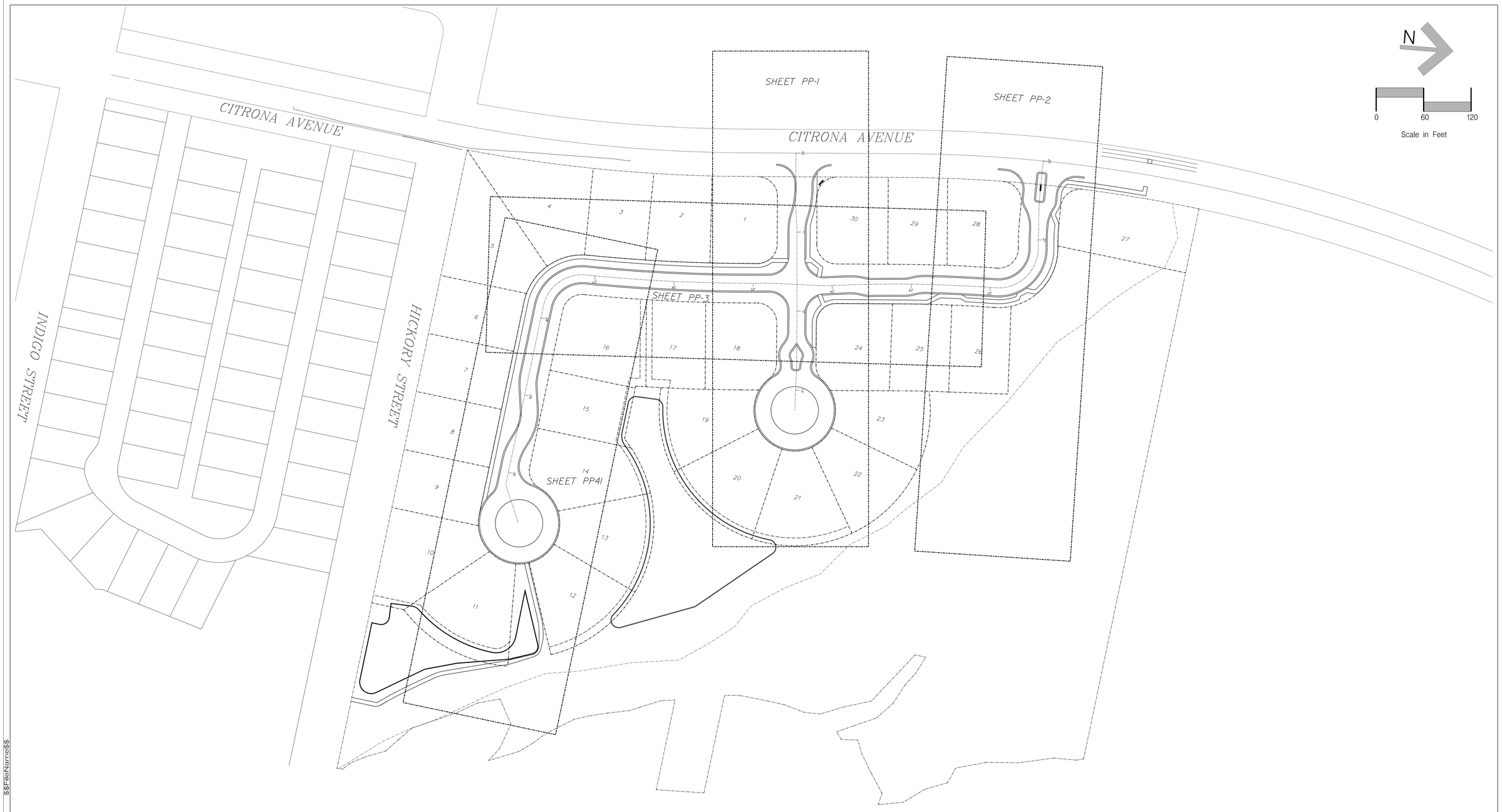

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PLAN AND PROFILE
SHEET KEY

Registered Professional

SHEET NO.
KEY-1
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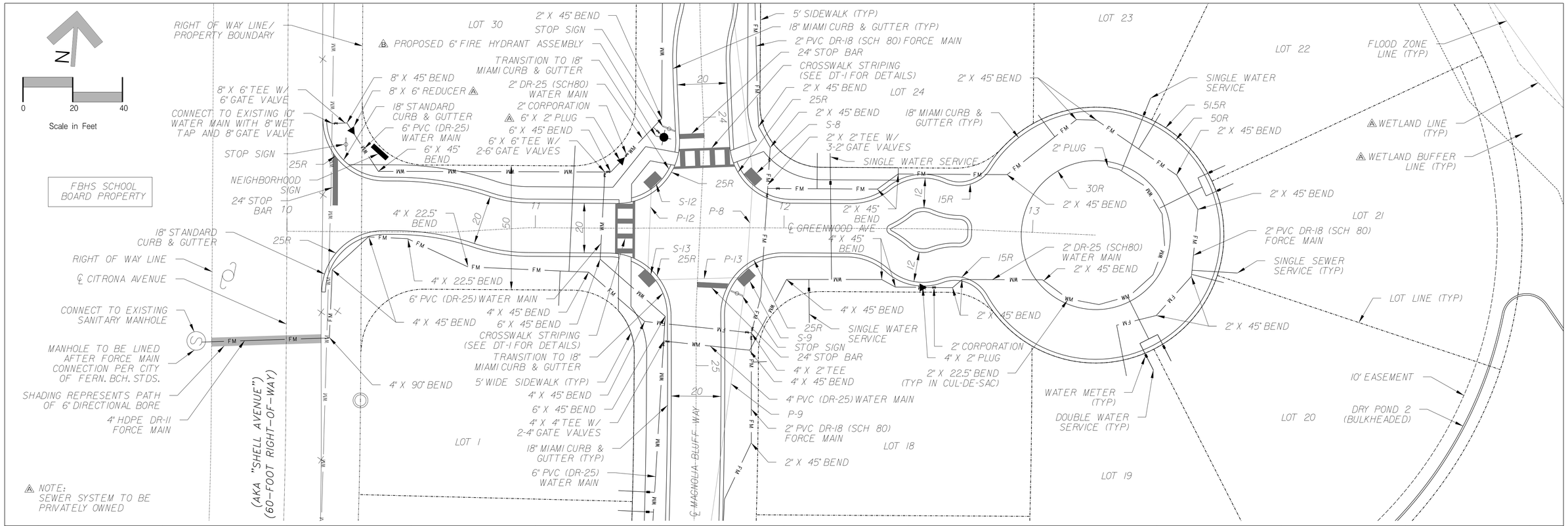

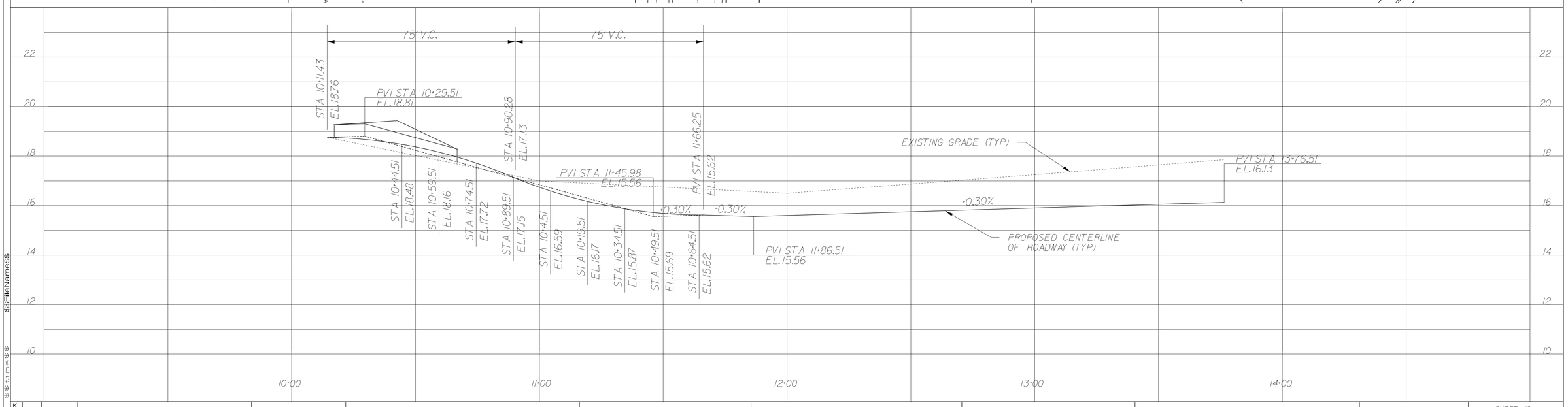

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GREENWOOD AVE
PLAN AND PROFILE

Registered Professional

SHEET NO.
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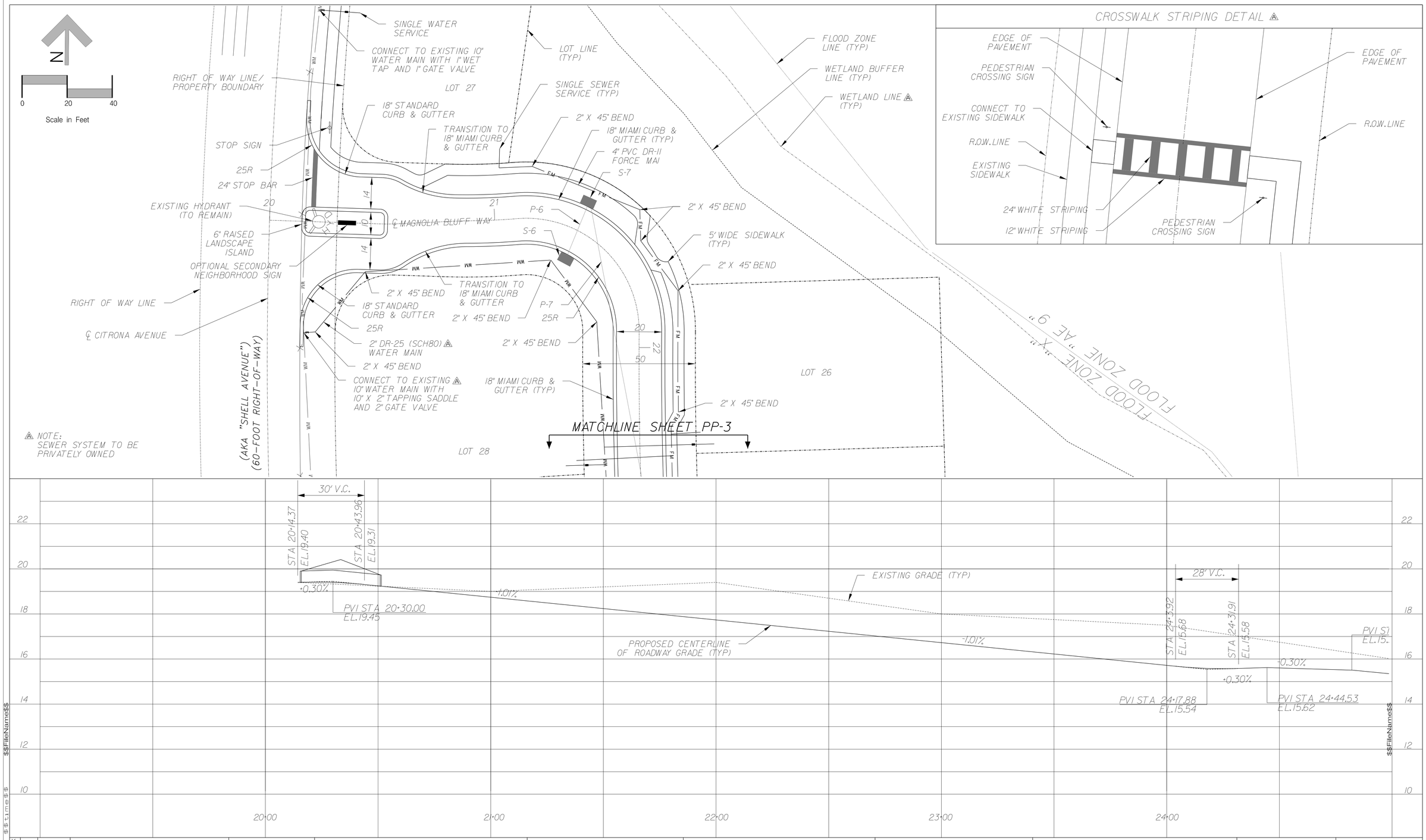

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Fernandina Beach, FL 32034

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DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

G & A
GILLETTE & ASSOCIATES, INC
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819

AMELIA BLUFF

AMELIA BLUFF LLC

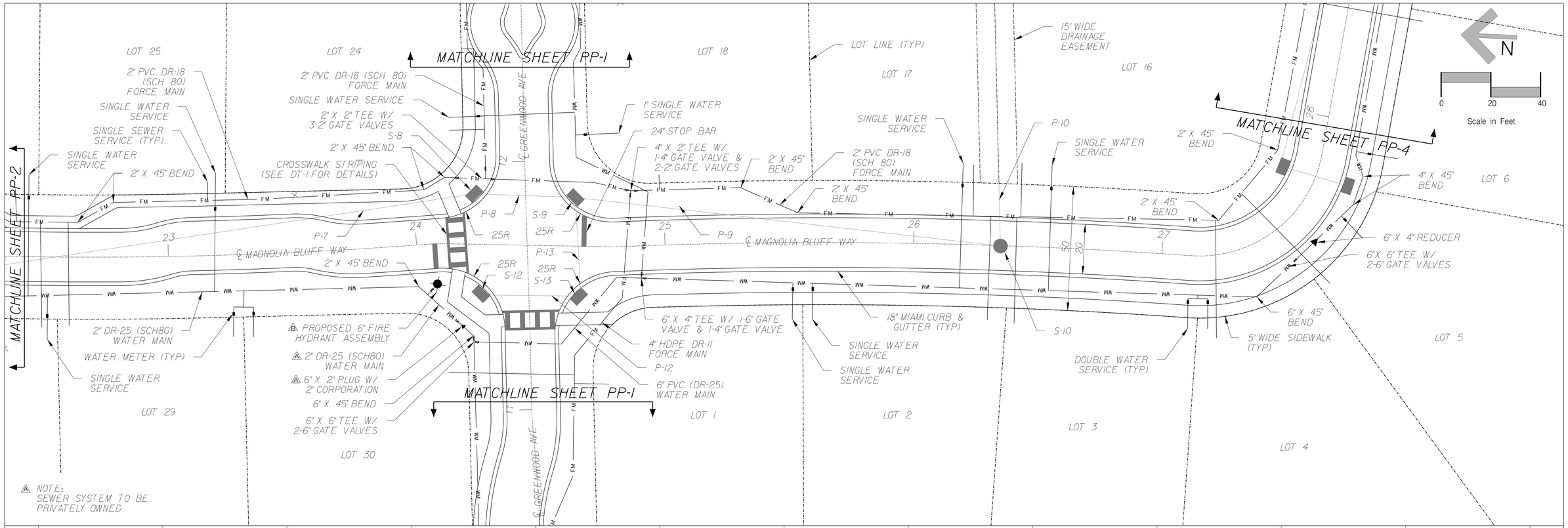
MAGNOLIA BLUFF WAY
PLAN AND PROFILE

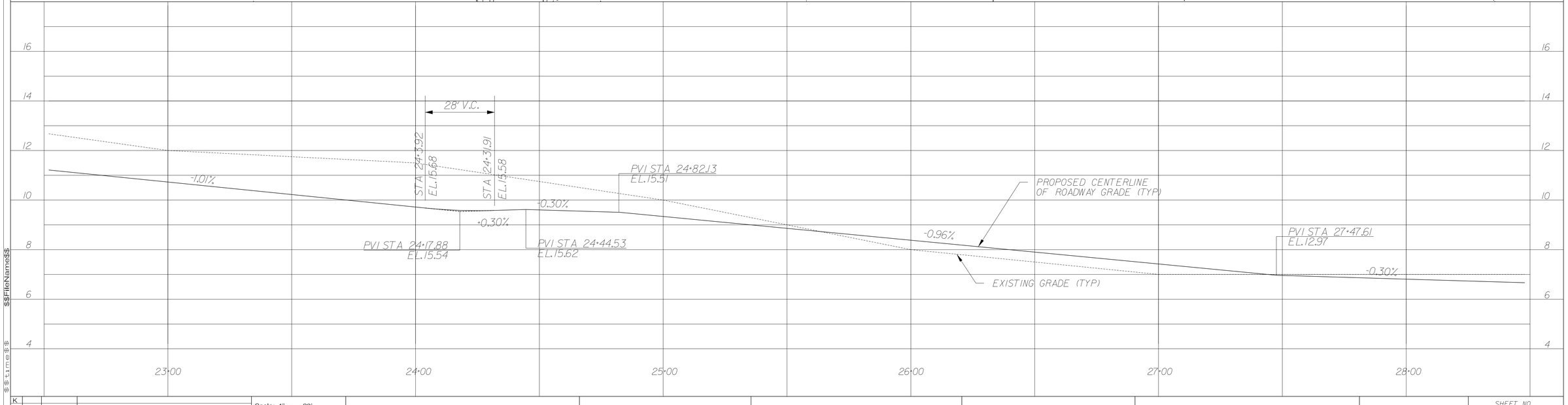
Registered Professional

SHEET NO.
PP-2
9 of 15

Issue Date
March 9, 2018
Project No.
17-10.27

$$FileName$$
$$times$$
$$date$$





No.	By	Date	Revision
K			
J			
I			
H			
G			
F			
E			
D	NG	3/9/18	REVISED PER COFB COMMENTS
C	NG	2/22/18	REVISED ROADWAY ORIENTATION
B	BM	1/16/18	REVISED PER COFB COMMENTS
A	BM	12/18/17	REVISED PER SJRWMD/COFB COMMENTS

Scale: 1" = 20'
Project Mgr: NG
Designed by: NG
Drawn by: BM
QA/QC: AG

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034

Certificate of Authorization No. 9332

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PHONE: (904) 261-8819

AMELIA BLUFF

AMELIA BLUFF LLC

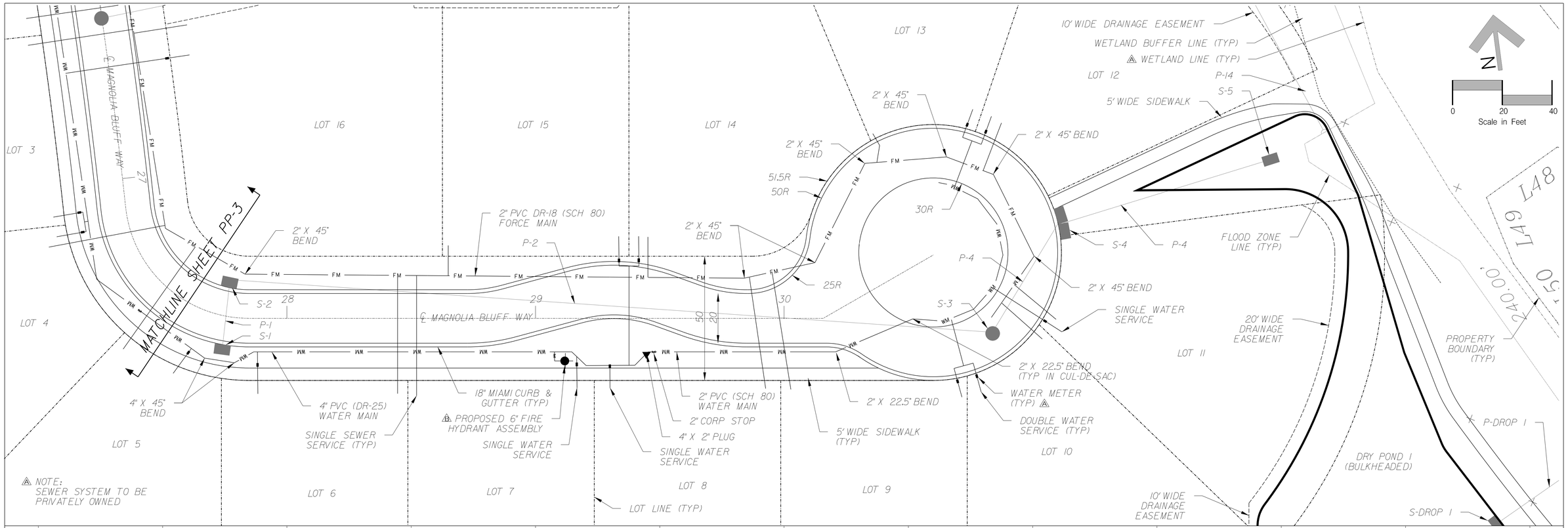
MAGNOLIA BLUFF WAY
PLAN AND PROFILE

Registered Professional

SHEET NO.
PP-3
10 of 15

Issue Date
March 9, 2018
Project No.
17-10.27

$$FileName$$
$$Time$$
$$Date$$



No.	By	Date	Revision
K			
J			
I			
H			
G			
F			
E			
D	NG	3/9/18	REVISED PER COFB COMMENTS
C	NG	2/22/18	REVISED ROADWAY ORIENTATION
B	BM	1/16/18	REVISED PER COFB COMMENTS
A	BM	12/18/17	REVISED PER SJRWMD/COFB COMMENTS

Scale: 1" = 20'
Project Mgr: NG
Designed by: NG
Drawn by: BM
QA/QC: AG

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034

Certificate of Authorization No. 9332

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20 SOUTH 4TH STREET
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AMELIA BLUFF

AMELIA BLUFF LLC

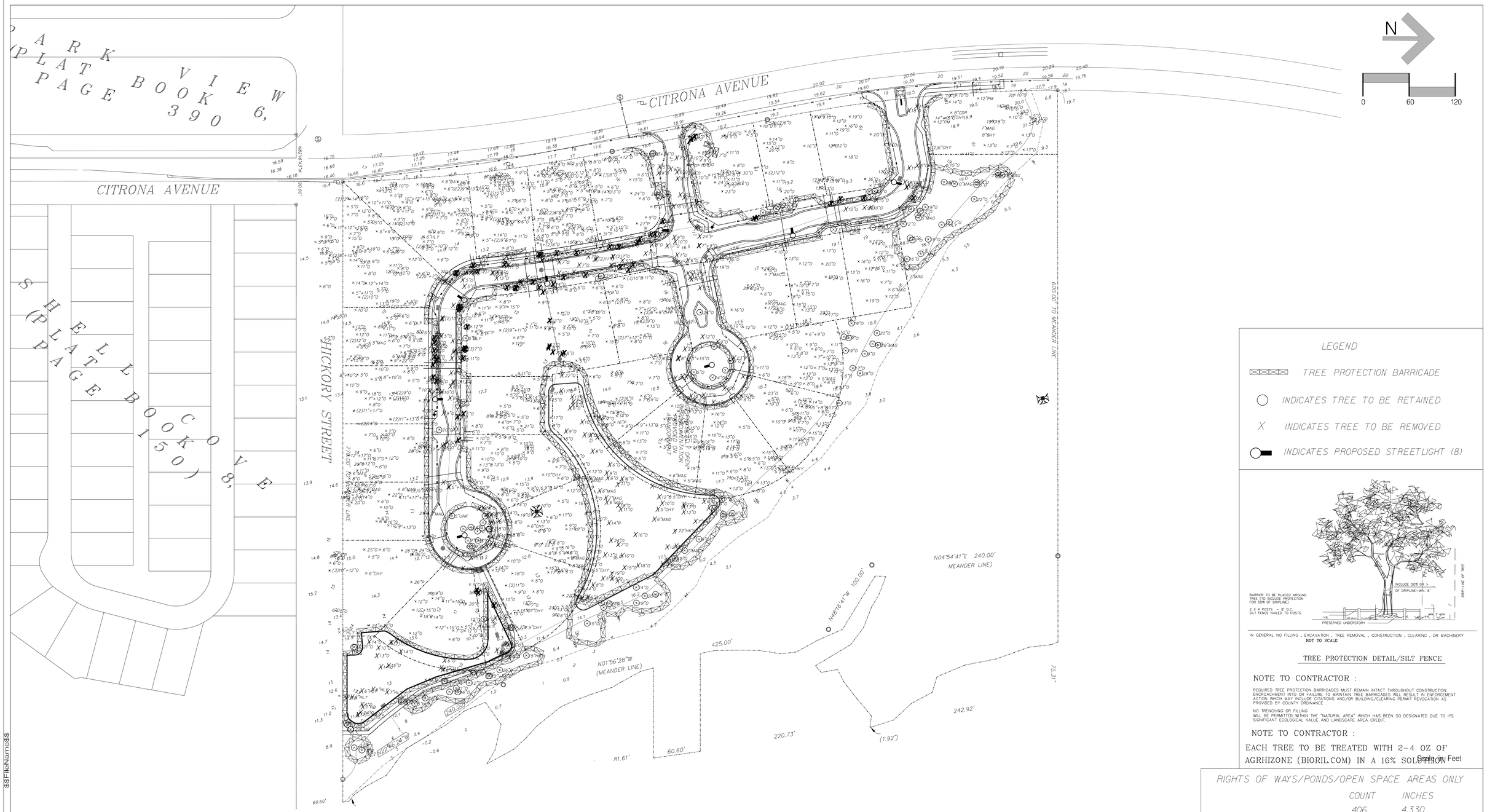
MAGNOLIA WAY
PLAN AND PROFILE

Registered Professional

SHEET NO.
PP-4
11 of 15

Issue Date
March 9, 2018
Project No.
17-10.27

$$FileName$$
$$time$$
$$date$$



LEGEND

TREE PROTECTION BARRICADE

INDICATES TREE TO BE RETAINED

INDICATES TREE TO BE REMOVED

INDICATES PROPOSED STREETLIGHT (8)

IN GENERAL NO FILLING , EXCAVATION , TREE REMOVAL , CONSTRUCTION , CLEARING , OR MACHINERY

NOT TO SCALE

TREE PROTECTION DETAIL/SILT FENCE

NOTE TO CONTRACTOR :

REQUIRED TREE PROTECTION BARRICADES MUST REMAIN INTACT THROUGHOUT CONSTRUCTION. ENCROACHMENT INTO OR FAILURE TO MAINTAIN TREE BARRICADES WILL RESULT IN ENFORCEMENT ACTION WHICH MAY INCLUDE CITATIONS AND/OR BUILDING/CLEARING PERMIT REVOCATION AS PROVIDED BY COUNTY ORDINANCE

NO TRENCHING OR FILLING
WILL BE PERMITTED WITHIN THE "NATURAL AREA" WHICH HAS BEEN SO DESIGNATED DUE TO ITS SIGNIFICANT ECOLOGICAL VALUE AND LANDSCAPE AREA CREDIT.

NOTE TO CONTRACTOR :

EACH TREE TO BE TREATED WITH 2-4 OZ OF AGRHIZONE (BIORIL.COM) IN A 16% SOLUTION

Scale in Feet

RIGHTS OF WAYS/PONDS/OPEN SPACE AREAS ONLY

	COUNT	INCHES
	406	4,330
25% REQUIRED RETENTION	N/A	1,083
TOTAL TREES RETAINED:	161	1,231

3" EXCESS TREES RETAINED - NO MITIGATION REQUIRED

No.	By	Date	Revision
K			
J			
I			
H			
G			
F			
E			
D	NG	3918	REVISED PER COFB COMMENTS
C	NG	22218	REVISED ROADWAY ORIENTATION
B	BM	11618	REVISED PER COFB COMMENTS
A	BM	121817	REVISED PER SJRWMD-COFB COMMENTS

Scale: 1" = 60'

Project Mgr: NG

Designed by: NG

Drawn by: BM

QA/QC: AG

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20 South 4th Street
Fernandina Beach, FL 32034

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FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819

AMELIA BLUFF

AMELIA BLUFF LLC

TREE RETENTION/ REMOVAL PLAN

Registered Professional

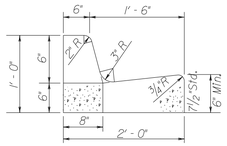
SHEET NO.
TREE-1

12 of 15

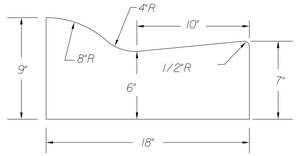
Issue Date
March 9, 2018

Project No.
17-10.27

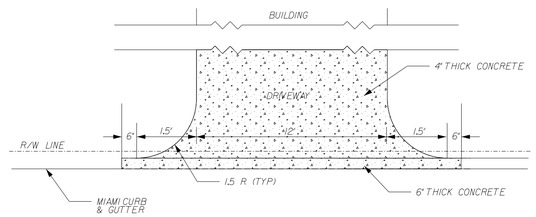
$$FileName$$ $$time$$ $$date$$



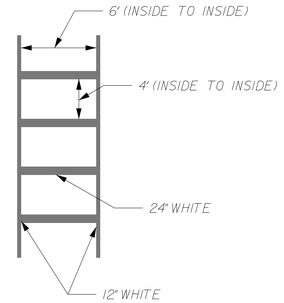
STANDARD CURB & GUTTER



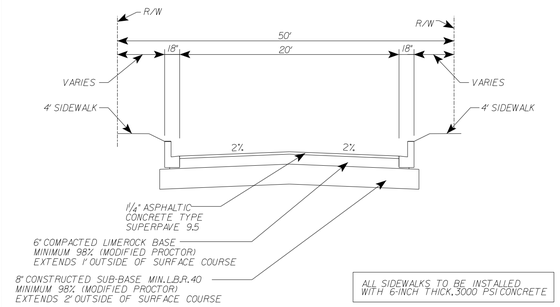
MIAMI CURB & GUTTER



DRIVEWAY CONNECTION DETAIL



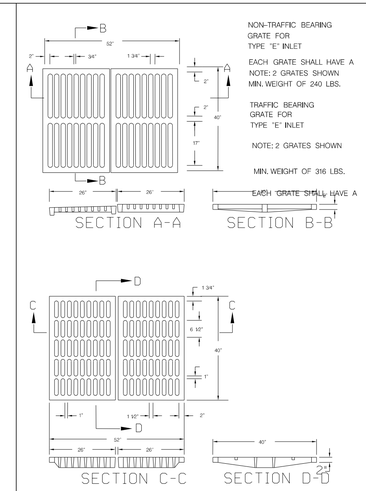
CROSSWALK DETAIL A



NOTES:

1) LOCATION OF SIDEWALK MAY VARY TO AVOID EXISTING TREES
2) 16" STRIP OF SOD TO BE ADDED ALONG BOTH SIDES OF STREET ADJACENT TO THE BACK OF CURB
3) ALL ROADWAY MARKINGS TO BE THERMOPLASTIC

ROADWAY DESIGN TYPICAL SECTION A



NON-TRAFFIC BEARING GRATE FOR TYPE "E" INLET

EACH GRATE SHALL HAVE A NOTE: 2 GRATES SHOWN MIN. WEIGHT OF 240 LBS.

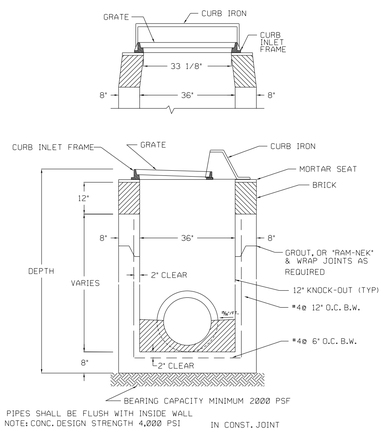
TRAFFIC BEARING GRATE FOR TYPE "E" INLET

NOTE: 2 GRATES SHOWN

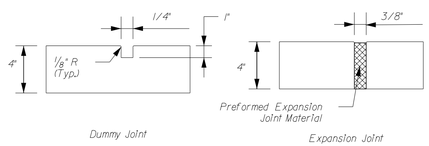
MIN. WEIGHT OF 316 LBS.

EACH GRATE SHALL HAVE A

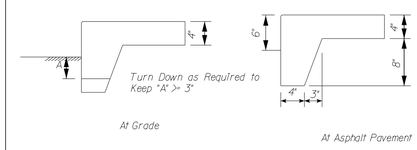
GRATE DETAIL FOR TYPE "E" INLET



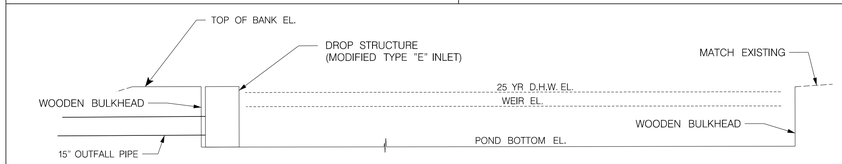
36" CURB INLET



SIDEWALK JOINT DETAILS

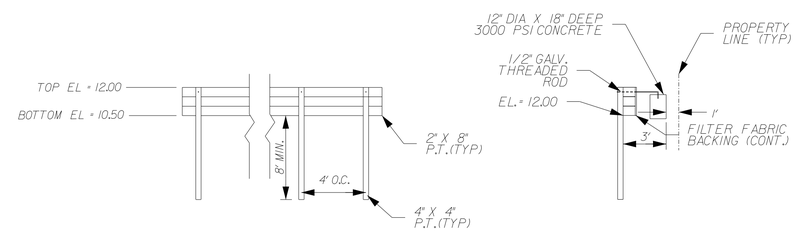


SIDEWALK TURNDOWN DETAILS

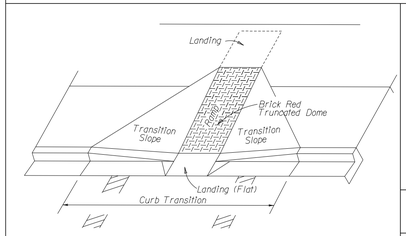


POND	T.O.B. EL.	25 YR D.H.W. EL.	WEIR EL.	WEIR WIDTH	POND BOTTOM EL.
POND 1	12.00	11.91	11.50	10'	10.50
POND 2	12.00	11.91	–	–	10.50

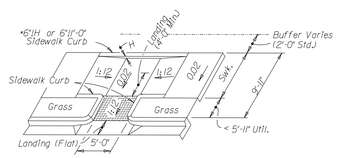
DRY POND CROSS SECTIONS AND DETAILS A



TIMBER RETAINING WALL DETAIL A

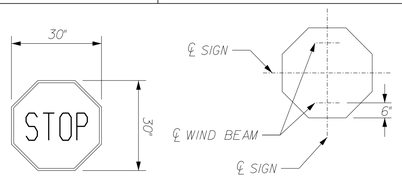


PICTORIAL VIEW



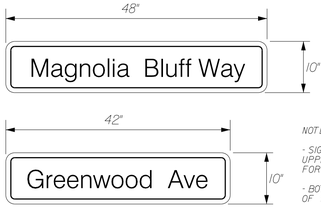
SIDEWALK W/ 5' UTILITY STRIP

ADA CROSSWALK DETAIL



NOTE: BOTTOM OF SIGN TO BE MOUNTED A HEIGHT OF 8' ABOVE GRADE

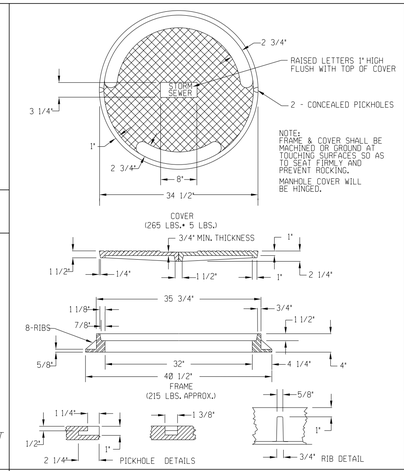
STOP SIGN DETAIL A



NOTES:

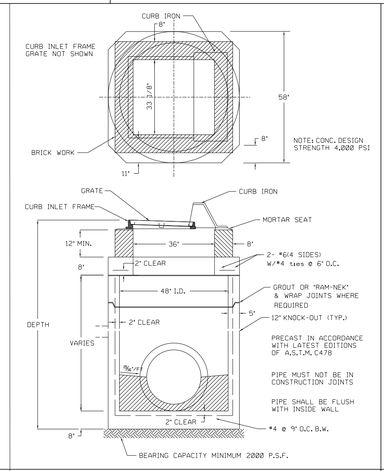
- SIGNS TO USE STANDARD 4" HEIGHT FOR UPPER CASE LETTERING AND 2.5" HEIGHT FOR LOWER CASE LETTERING
- BOTTOM OF SIGN TO BE MOUNTED A HEIGHT OF 9' ABOVE GRADE

STREET NAME SIGN DETAIL A

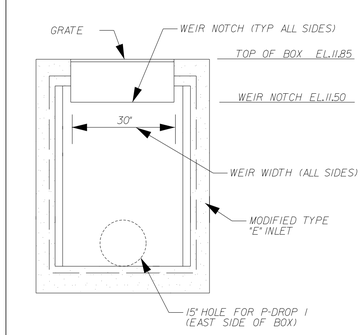


NOTE: FRAME & COVER SHALL BE MACHINED OR GROUND AT TOUCHING SURFACES SO AS TO SEAT FIRMLY AND PREVENT ROCKING. MANHOLE COVER WILL BE HINGED.

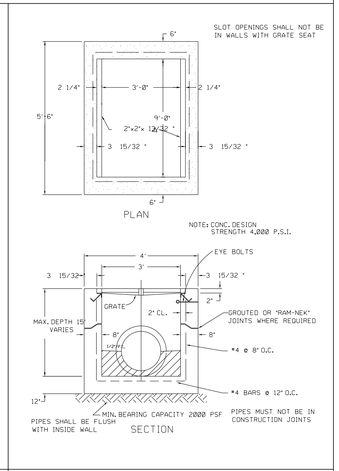
MANHOLE FRAME AND COVER



48" I.D. CURB INLET



STRUCTURE S-DROP 1 DETAIL A



DOUBLE STORM SEWER TYPE "E" INLET

$$FileName$$

No.	By	Date	Revision
K			
J			
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D	NG	3918	REVISED PER COFB COMMENTS
C	NG	22218	REVISED ROADWAY ORIENTATION
B	BM	1/16/18	REVISED PER COFB COMMENTS
A	BM	12/18/17	REVISED PER SJRWMD/COFB COMMENTS

Scale: NONE
Project Mgr: NG
Designed by: NG
Drawn by: BM
QA/QC: AG

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PHONE: (904) 261-8819

AMELIA BLUFF

AMELIA BLUFF LLC

MISCELLANEOUS DETAILS

Registered Professional

SHEET NO.
DT-1
13 of 15

Issue Date
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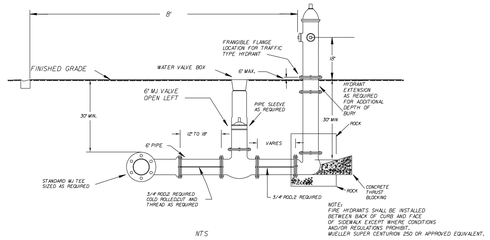
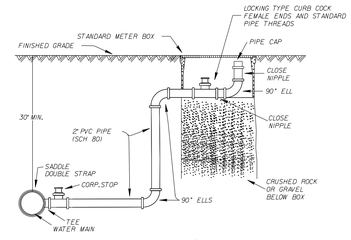
17-10.27



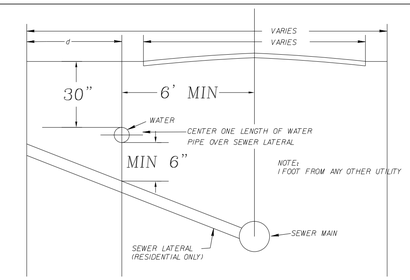
NTS

HYDRANT INSTALLATION WITH TIE RODS



NTS

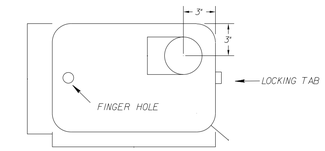
FLUSHING VALVE



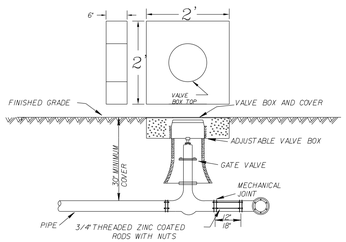
NOTES:

1. MAINTAIN MINIMUM 6' HORIZONTAL SEPARATION BETWEEN WATER AND WASTE WATER MAINS.WHERE THIS IS NOT POSSIBLE REPLACE WASTE WATER MAIN WITH DUCTILE IRON FOR THE LENGTH IN WHICH THE 10' HORIZONTAL SEPARATION CANNOT BE MAINTAINED.(BY OTHERS)
2. MAINTAIN MINIMUM 6' VERTICAL SEPARATION BETWEEN ALL WATER AND WASTE WATER MAINS.
3. MAINTAIN MINIMUM 12' SEPARATION BETWEEN ALL OTHER FACILITIES

HORIZONTAL AND VERTICAL CLEARANCES BETWEEN WATER AND SEWER MAINS

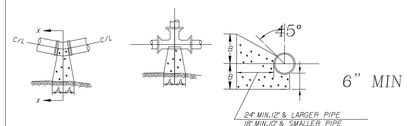


TOUCH READ COVER FOR PLASTIC METER BOX



NTS

GATE VALVE & BOX DETAIL

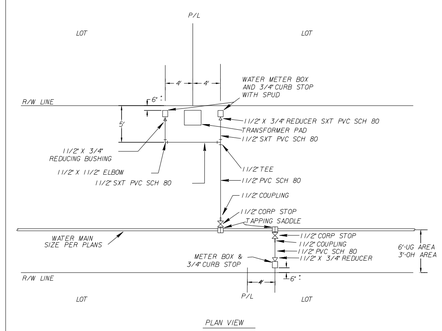


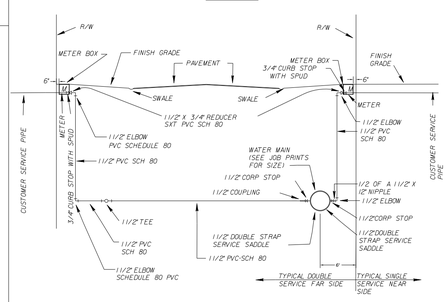
SIZE	1/4 BENDS A	1/4 BENDS B	CU FT CONC.	1/8 BENDS A	1/8 BENDS B	CU FT CONC.	1/16 BENDS A	1/16 BENDS B	CU FT CONC.	SIZE	TEE A	TEE B	CU FT CONC.
6"	16"	10"	3.2	9"	10"	3.0	6"	8"	1.3	6"	10"	12"	3.5
8"	23"	13"	7.2	12"	13"	3.7	8"	10"	2.1	8"	13"	16"	5.4
10"	26"	17"	11.5	14"	17"	5.9	10"	13"	3.6	10"	16"	20"	9.4
12"	33"	20"	19.2	16"	20"	8.6	12"	16"	5.6	12"	18"	24"	16.6
14"	35"	24"	29.8	19"	24"	14.9	14"	20"	8.9	14"	23"	27"	23.2
16"	38"	27"	37.8	21"	27"	18.1	16"	24"	11.2	16"	24"	30"	28.6
20"	47"									20"			

NOTE:
1. ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED SOIL.
2. THESE TABLES SHOW MINIMUM SIZE THRUST BLOCKS FOR GOOD SOIL. (A-1 THROUGH A-3,CLEAN SAND AND GRAVELS)
3. POOR SOIL (A-4 THROUGH A-8,SILTY SOILS,CLAYS,MUCK AND PEAT)WILL REQUIRE LARGER THRUST BLOCKS.

N.T.S.

THRUST BLOCKS FOR BENDS & TEE'S

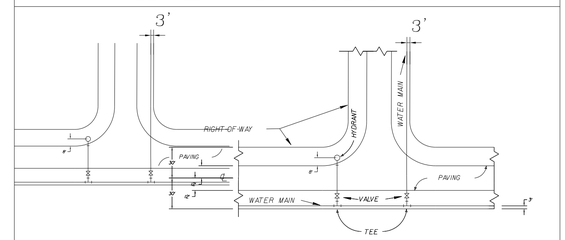




NTS

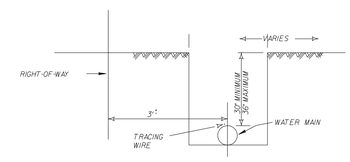
STATE ROAD- 1 1/2" CARRIER PIPE-4" BLACK IRON CASING FOR JACK AND BORE INSTALLATION.
COUNTY AND CITY- 1 1/2" CARRIER PIPE- 3" PVC CASING FOR JACK AND BORE INSTALLATION.

TYPICAL WATER SERVICE LOCATIONS



NTS

TYPICAL SECTION DETAIL



NTS

WHITE PVC DR 25 C900 PIPE FOR ALL 4",6",8",10" AND 12" MAINS
#10 UF SOLID TRACING WIRE TO BE INSTALLED ON TOP OF MAIN TAPED EVERY TEN FEET
PIPE LETTERING TO BE AT TOP OF PIPE WITH EDGE OF JOINT LINE VISIBLE AT BELL

TRENCH DETAILS

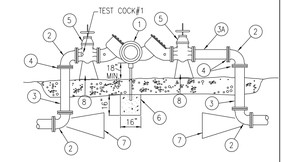
MINIMUM LENGTH TO BE RESTRAINED ON EACH SIDE OF FITTING (FEET)								
PIPE SIZE	11 1/4	22 1/2	45	90	TEE	VALVE	CAP	REDUCER
4	2	4	7	18	20	39	39	N/A
6	2	5	10	25	20	55	55	28
8	3	6	13	32	20	72	72	30
10	4	8	16	38	20	86	86	29
12	4	9	19	45	20	102	102	50
16	6	11	23	57	20	131	131	30

BELL RESTRAINT REQUIREMENTS

M A T E R I A L S		
ITEM	QUANT.	D E S C R I P T I O N
1	1	2.5"-10" VALVE, DOUBLE CHECK OR REDUCED PRESSURE
2	4	2.5"-10" BEND - 90° F-F
3	2	2.5"-10" D.I.P. (48" LONG) F-PE
3A	1	2.5"-10" D.I.P. (24" LONG) F-PE (OPT.X)
4	3	2.5"-10" FLANGE, D.I.P.
5	2	2.5"-10" VALVE, GATE, D.I., F-F, OS+Y (RESILIENT SEAT)
6	1	2" IRON PIPE/CONCRETE FOUNDATION
7	2	THRUST BLOCK
8	2	SUPPORT BLOCKING UNDER VALVES (6" AND LARGER SIZES)

LARGE WATER SERVICE

DOUBLE CHECK AND REDUCED PRESSURE BACKFLOW PREVENTER
SINGLE SERVICE: 2 1/2" - 10"



N.T.S.

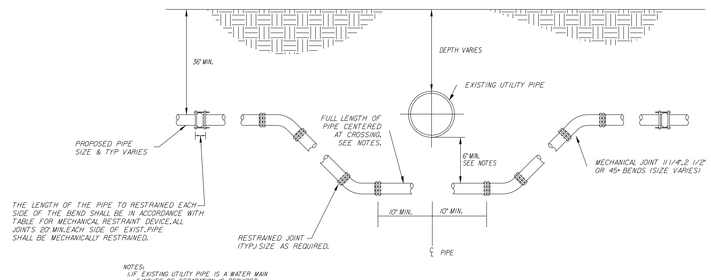
BACKFLOW PREVENTER

CONTRACTORS ARE REQUIRED TO PIAINT NEW HYDRANTS SAFETY YELLOW AND MARK HYDRANTS. THE TOPS AND NOZZLE CAPS SHALL BE PAINTED WITH THE FOLLOWING CAPACITY INDICATOR COLOR SCHEME:
BLUE (SW4079) 1500GPM AND HIGHER
GREEN (SW4085) 1000-1499 GPM
ORANGE (SW4083) 500-999 GPM
RED (SW4081) LESS THAN 500 GPM

IT IS REQUIRED THAT ALL NEW AND RELOCATED WATER MAINS BE PRESSURE TESTED AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C600.

IT IS REQUIRED THAT ALL NEW AND RELOCATED WATER MAINS BE DISINFECTED IN ACCORDANCE WITH AWWA STANDARD C651 AND RULE 62-555.345,F.A.C..

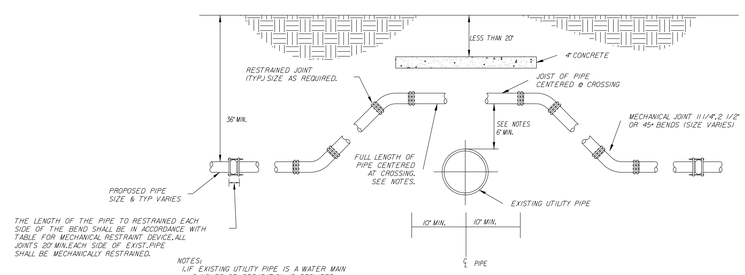
ALL WATER MAINS WILL BE CONSTRUCTED WITH BLUE C900-DR25 PIPE
ALL WATER SERVICES WILL CONSTRUCTED WITH WHITE PVC SCHEDULE 80 PIPE.BLUE SPRAY PAINT WILL BE APPLIED TO THE TOP SURFACE.
JOINT RESTRAINERS MAY BE USED IN PLACE OF THRUST BLOCKS ON C900,DR25 PIPE.
WITH APPROVAL OF THE CITY UTILITIES DEPARTMENT.



NOTES:
1. IF EXISTING UTILITY PIPE IS A WATER MAIN 6-INCHES OF SEPARATION IS REQUIRED.
2. IF EXISTING UTILITY PIPE IS A FORCE MAIN, SANITARY SEWER LINE OR DRAINAGE PIPE,18 INCHES OF SEPARATION IS REQUIRED.IF THIS IS IMPOSSIBLE AND EXISTING UTILITY MAIN IS C900,C905 OR DI.PIPE,SEPARATION CAN BE REDUCED TO 6-INCHES.A FULL 20FT.PIPE SHALL BE CENTERED UNDER EXISTING UTILITY MAIN TO PROVIDE MAXIMUM JOINT SPACING FOR 18-INCH OR 6-INCH SEPARATIONS.
3. LOCATING WIRING REQUIRED,SEE DETAIL W-44.

NTS

UTILITY CONFLICT DETAIL "B"



NOTES:
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2. IF EXISTING UTILITY PIPE IS A FORCE MAIN, SANITARY SEWER LINE OR DRAINAGE PIPE,18 INCHES OF SEPARATION IS REQUIRED.IF THIS IS IMPOSSIBLE AND EXISTING UTILITY MAIN IS C900,C905 OR DI.PIPE,SEPARATION CAN BE REDUCED TO 6-INCHES.A FULL 20FT.PIPE SHALL BE CENTERED UNDER EXISTING UTILITY MAIN TO PROVIDE MAXIMUM JOINT SPACING FOR 18-INCH OR 6-INCH SEPARATIONS.
3. LOCATING WIRING REQUIRED,SEE DETAIL W-44.

NTS

UTILITY CONFLICT DETAIL "A"

CITY OF FERNANDINA BEACH FLORIDA

WATER SPECIFICATIONS

SCALE:NTS
DATE:12/5/98
DRAWN BY:VLT
REVISED BY:JMW
DATE: 6/20/06

CITY OF FERNANDINA BEACH
FERNANDINA BEACH,FLORIDA 32034

No.	By	Date	Revision
K			
J			
I			
H			
G			
F			
E			
D	NG	3/9/18	REVISED PER COFB COMMENTS
C	NG	2/22/18	REVISED ROADWAY ORIENTATION
B	BM	1/16/18	REVISED PER COFB COMMENTS
A	BM	12/18/17	REVISED PER SJRWMD-COFB COMMENTS

Scale: NONE
Project Mgr: NG
Designed by: NG
Drawn by: BM
QA/QC: AG

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034

Certificate of Authorization No. 9332

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

G & A‡
GILLETTE & ASSOCIATES, INC
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819

AMELIA BLUFF

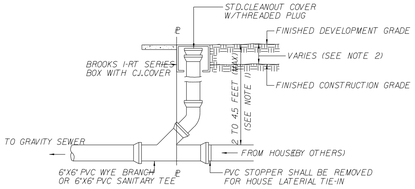
AMELIA BLUFF LLC

WATER DETAILS

Registered Professional

SHEET NO.
DT-2
14 of 15
Issue Date
March 9, 2018
Project No.
17-10.27

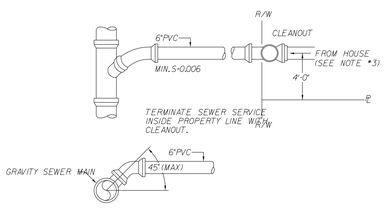
$$FileName$$ $$Time$$ $$Date$$



NOTE:

1. DEPTH OF CLEANOUT SHALL BE SET BY DISTANCE TO HOUSE CONNECTION @ 1/4" PER FOOT,PLUS ONE FOOT.
2. CONTRACTOR TO COORDINATE DEPTH WITH DEVELOPER.

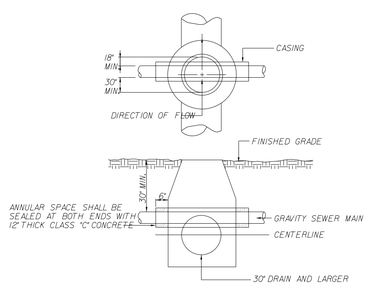
CLEANOUT



NOTE:

1. SEWER SERVICE SHALL BE INSTALLED 4'-0" INSIDE PROPERTY LINES.
2. TEMPORARY 4"x4"x8' POST,PAINTED RED AT TOP,TO BE INSTALLED FOR AIDING IN THE PROTECTION OF SEWER CLEAN OUT.THE POST SHALL EXTEND 4' ABOVE GRADE.
3. CONNECTION FROM HOUSE TO UNF SYSTEMS SHALL BE A HARD CONNECTION.FLEXIBLE CONNECTIONS SHALL NOT BE USED.

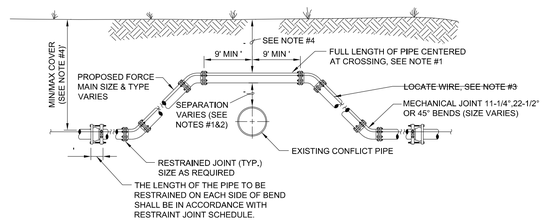
TYPICAL SEWER SERVICE



NOTE:

1. CASING PIPE SHALL BE PLACED ABOVE THE CENTERLINE OF THE CONFLICT DRAIN.
2. MANHOLE SHALL BE CONSTRUCTED IN COMPLIANCE WITH CITY OF JACKSONVILLE STANDARD SPECIFICATIONS AND DETAILS. (WHEN APPLICABLE)
3. INSIDE DIAMETER OF MANHOLE SHALL BE MINIMUM 5 FOOT.
4. EXTERIOR OF CASING PIPE SHALL BE COATED WITH AN ASPHALTIC BITUMINOUS COATING.
5. NO CARRIER PIPE JOINTS SHALL BE INSTALLED INSIDE OF CASING.
6. CLASS 51 CASING PIPE SHALL BE SIZED FOR 2 INCHES PLUS DIAMETER OF CARRIER PIPE JOINT.

DRAIN CONFLICT



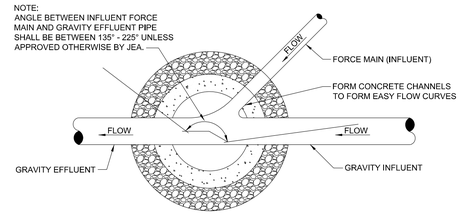
CASE "A" CROSSING

NOTES:

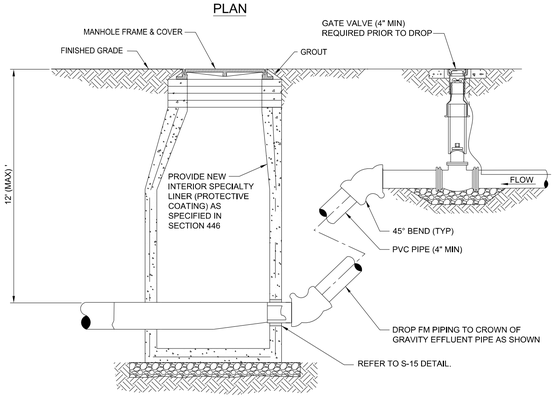
1. IF EXISTING CONFLICT PIPE IS A WATER OR RECLAIMED WATER MAIN, 12-INCHES OF SEPARATION IS REQUIRED. A FULL LENGTH OF PIPE SHALL BE CENTERED OVER EXISTING UTILITY MAIN TO PROVIDE MAXIMUM JOINT SPACING FOR ALL CROSSINGS.
2. FOR OTHER LOCATION LIMITATIONS SEE DETAIL (S-26 & S-27).
3. LOCATING WIRE REQUIRED: SEE DETAIL S-49.
4. THE COVER FOR PIPING LESS THAN 24" SIZE SHALL BE 30" (MIN) IN UNPAVED AREAS, 36" (MIN) IN PAVED AREAS AND A MAXIMUM COVER OF 60", UNLESS PRE-APPROVED BY JEA. THE COVER FOR PIPING 24" SIZE AND LARGER SHALL BE 36" (MIN) IN PAVED AND UNPAVED AREAS AND A MAXIMUM COVER OF 84", UNLESS APPROVED BY JEA.
5. THE SOILS BETWEEN THE MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST ASTM D 1557.

ADJUSTMENT OVER EXISTING UTILITIES MECHANICAL RESTRAINTS

NOTE:
ANGLE BETWEEN INFLUENT FORCE MAIN AND GRAVITY EFFLUENT PIPE SHALL BE BETWEEN 135° - 225° UNLESS APPROVED OTHERWISE BY JEA.

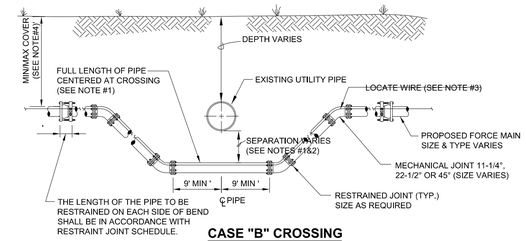


PLAN



SECTION

TYPICAL FORCE MAIN CONNECTION TO MANHOLE

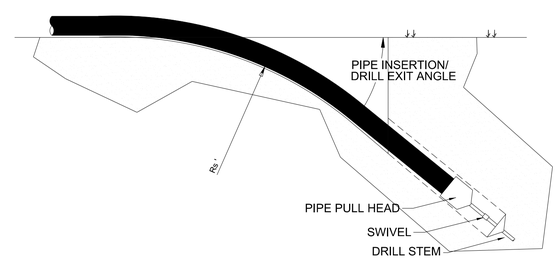


CASE "B" CROSSING

NOTES:

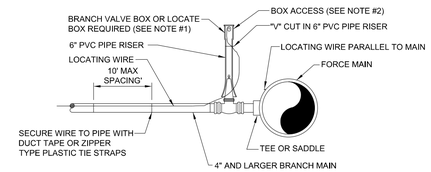
1. IF EXISTING CONFLICT PIPE IS A WATER OR RECLAIMED WATER MAIN, 12-INCHES OF SEPARATION IS REQUIRED.A FULL LENGTH OF PIPE SHALL BE CENTERED OVER EXISTING UTILITY MAIN TO PROVIDE MAXIMUM JOINT SPACING FOR ALL CROSSINGS.
2. FOR OTHER LOCATION LIMITATIONS SEE DETAIL (S-26 & S-27).
3. LOCATING WIRE REQUIRED: SEE DETAIL S-49.
4. THE COVER FOR PIPING LESS THAN 24" SIZE SHALL BE 30" (MIN) IN UNPAVED AREAS, 36" (MIN) IN PAVED AREAS AND A MAXIMUM COVER OF 60", UNLESS PRE-APPROVED BY JEA. THE COVER FOR PIPING 24" SIZE AND LARGER SHALL BE 36" (MIN) IN PAVED AND UNPAVED AREAS AND A MAXIMUM COVER OF 84", UNLESS APPROVED BY JEA.
5. THE SOILS BETWEEN THE MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST ASTM D 1557.

ADJUSTMENT UNDER EXISTING UTILITIES MECHANICAL RESTRAINTS



PIPE SIZE	MAXIMUM ALLOWABLE BENDING RADIUS - Rs (FT)	MAXIMUM ALLOWABLE PULLING FORCE (DR18) (K-LBS)
4"	100	10
6"	144	21
8"	189	37
10"	231	56
12"	275	80

12" AND SMALLER FUSIBLE PVC PIPE ALLOWABLE BEND RADIUS AND PULLING FORCE



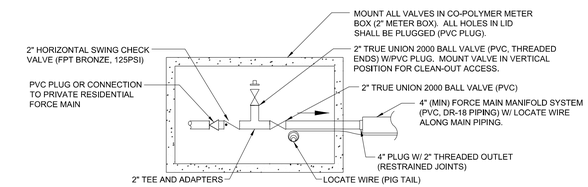
BRANCH FORCE MAIN

(4" AND LARGER SEWER MAIN)

NOTE:

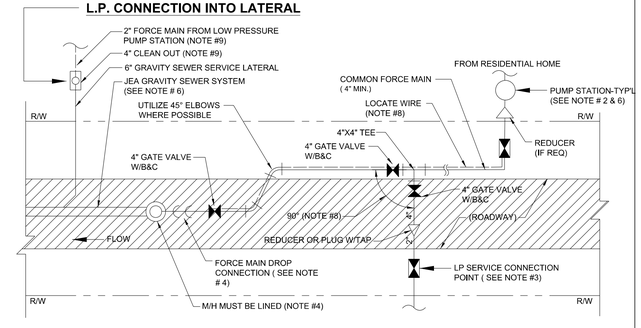
1. NOTE THAT THE BRANCH WIRE IS NOT CONNECTED TO THE MAIN WIRE.
2. LOCATE WIRE SHALL ENTER THE VALVE BOX THROUGH A "V" CUT IN THE 6" PVC RISER PIPE SECTION (SEE S-30).

LOCATE WIRE FOR BRANCH MAIN



LOW PRESSURE SERVICE CONNECTION POINT

L.P. CONNECTION INTO LATERAL



PLAN VIEW

LOW PRESSURE MANIFOLD SYSTEM

NOTES:

1. THIS LOW PRESSURE (LP) SEWER SERVICE ARRANGEMENT IS FOR " SPECIAL CASES ONLY " AND MUST FIRST BE APPROVED BY JEA MANAGEMENT PRIOR TO DESIGN OR CONSTRUCTION. THIS LOW PRESSURE SEWER MANIFOLD ARRANGEMENT MAY BE UTILIZED TO SERVE UP TO 9 EQUIVALENT RESIDENTIAL UNITS (ERU)AND SHALL BE PERMITTED SIMILAR TO A GRAVITY SEWER MAIN. THIS STANDARD SHALL APPLY TO RESIDENTIAL CUSTOMERS ONLY.
2. RESIDENTIAL PUMP STATION (PS) SHALL BE MAINTAINED BY THE CUSTOMER AND SHALL MEET EPB RULE No.3 (DUVAL COUNTY). THE CUSTOMER IS RESPONSIBLE FOR FINAL PUMP DESIGN AND SELECTION. A CHECK VALVE AND BALL VALVE SHALL BE PROVIDED AT THE PS AND MAINTAINED BY THE CUSTOMER.
3. EACH CUSTOMER SHALL HAVE A SEPARATE "LOW PRESSURE SERVICE CONNECTION POINT" (SEE ABOVE DETAIL). THE CHECK VALVE LOCATED IN THE BOX SHALL DEFINE THE "POINT OF SERVICE". THIS BOX (2" METER BOX WITH PVC PLUG IN TOP) SHALL BE APPROXIMATELY 7 FEET INSIDE THE R/W AND A MINIMUM OF 6 FEET FROM THE WATER METER BOX (IN FRONT OF CUSTOMER HOME).
4. LOW PRESSURE FORCE MAIN DROP CONNECTION AT M/H SHALL INCLUDE A 4" GATE VALVE AND BE IN ACCORDANCE WITH JEA STANDARD PLATE No. S-18. PROVIDE PROTECTIVE LINER TO RECEIVING MANHOLE (SEE SPEC# 446). FOR OTHER LOCATION LIMITATIONS SEE DETAIL (W-10 & W-11).
5. ALL PUMP STATIONS, PIPES (W/LOCATE WIRE), VALVES AND FITTINGS WHICH ARE MAINTAINED BY JEA SHALL BE OF JEA APPROVED MATERIALS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH JEA W&S STANDARD
6. PER DEP RULES AND EPB RULE No.3, A LOW PRESSURE PUMP STATION CONNECTION INTO A JEA FORCE MAIN IS NOT ALLOWED. (NO EXCEPTIONS).
7. AS BUILTS FOR ALL UTILITIES WITHIN THE R/W SHALL BE PROVIDE TO JEA IN ACCORDANCE WITH JEA STANDARDS.
8. LOCATE WIRE IS REQUIRED ALONG THE MAIN PIPING TO THE LAST CUSTOMER CONNECTION BOX.
9. FOR RESIDENTIAL CUSTOMERS LOCATED IN AREAS OF LOW ELEVATION, THE CUSTOMER MAY BE REQUIRED TO OPERATE AND MAINTAIN A LOW PRESSURE PUMP STATION (SEE NOTE #2) WHICH MAY DISCHARGE INTO A 6 INCH GRAVITY SEWER SERVICE LATERAL. IN THESE CASES, THE CUSTOMER SHALL PROVIDE AND MAINTAIN A 4 INCH CLEAN-OUT LOCATED AT THE CONNECTION POINT (AT R/W LINE).

LOW PRESSURE RESIDENTIAL SEWER FORCE MAIN CONNCETIONS

No.	By	Date	Revision
K			
J			
I			
H			
G			
F			
E			
D	NG	3/9/18	REVISED PER COFB COMMENTS
C	NG	2/22/18	REVISED ROADWAY ORIENTATION
B	BM	1/16/18	REVISED PER COFB COMMENTS
A	BM	12/18/17	REVISED PER SJRWMD/COFB COMMENTS

Scale: NONE
Project Mgr: NG
Designed by: NG
Drawn by: BM
QA/QC: AG

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034
Certificate of Authorization No. 9332

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G & A
GILLETTE & ASSOCIATES, INC
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819

AMELIA BLUFF

AMELIA BLUFF LLC

SEWER DETAILS

Registered Professional

SHEET NO. DT-3

15 of 15

Issue Date: March 9, 2018

Project No. 17-10.27

$$FileName$$ $$Time$$ $$Date$$

WILDLIFE ASSESSMENT

School Board Property
Citrona Dr. & Hickory St.
Fernandina Beach
Nassau County, Florida

February 09, 2018

I. Introduction

The purpose of this report is to identify the presence, and habitat utilization, of common and protected wildlife species at the School Board property located north of Hickory St. and east of Citrona Dr. in Sections 15,19,26-28, Township 3 North, Range 28 East, and Sections 15-17, Township 3 North, Range 29 East of Nassau County, Florida. Emphasis was placed on species listed by the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish and Wildlife Conservation Commission (FWC) as Threatened, Endangered or Species of Special Concern (SSC).

II. Methodology

Prior to the site assessment, aerial Orthophoto satellite images, United States Geologic Survey (USGS) topographic maps (**APPENDIX A**) and U.S. Department of Agriculture (USDA) soil survey maps (**APPENDIX C**), were reviewed to determine potential natural resources on-site. The soil survey for Nassau County was consulted in an effort to evaluate suitable habitat for sensitive species depending on substrate requirements (USDA 1991). Databases from the Florida Fish and Wildlife Conservation Commission (FWC 2013), the bald eagle (*Haliaeetus leuchocephalus*) nest locator (FWC 2015), and the U.S. Fish and Wildlife Service (USFWS) Threatened & Endangered Species System (TESS) (USFWS 2015) were accessed to determine potential for sensitive species suitable habitat. A copy of the USFWS TESS Species by County Report is located in (**APPENDIX C)**.

During the site assessment, pedestrian transects were completed throughout the property and within each vegetative community. Within each transect, data collected included, but was not limited to; plant species, wildlife species, weather conditions, time assessment commenced and terminated, and any anthropogenic activity. All vegetative communities were identified according to the Florida Land Use, Cover and Forms Classification System developed by the Florida Department of Transportation (FDOT 1999). Within the scope of this assessment, special attention was given to sensitive habitats known to support listed plant and wildlife

species; however, no formal "species-specific" surveys were completed during this wildlife assessment. These methods are consistent with recognized FWC and USFWS survey guidelines for a general wildlife assessment. A Digital Elevation map showing the survey transects can be found in (**APPENDIX B)**.

III. Database Review of Soil Conditions

The *Soil Survey of Nassau County* (Natural Resource Conservation Service, 1989) indicates five soil types as occurring within the property:

Echaw Fine Sand (04) - This is a moderately well drained soil class found in the southwest corner of the subject property. Slopes are 0 to 2 percent and convex. This soil is composed of approximately 88 percent Echaw and 12 percent minor components including: Leon non-hydric, Resota, Mandarin and Lynn haven soils. These soils are found along the ridges of marine terraces and are created from sandy marine deposits. The entire soil profile is composed of fine sand from 0 to 80 inches. The water table is 30 to 60 inches below land surface. This soil belongs to hydrologic soil group A and is seldom flooded. These soils are commonly associated with habitats such as North Florida Flatwoods and the rises and knolls of mesic uplands.

Kureb Fine Sand (08) - This is an excessively drained soil class found within the interior of the subject property, stretching from the northeast corner down to the southern property boundary. Slopes are 0 to 5 percent and convex. The soil is composed of approximately 93 percent Kureb and 7 percent Resota. It is found along the ridges and dunes of marine terraces. These soils develop from Eolian, sandy fluvial or marine deposits. The profile is sandy throughout, from 0-80 inches. The water table is more than 80 inches below land surface. This soil belongs to hydrologic soil group A and rarely floods. These soils are associated with habitats such as sand pine scrub and the dunes of xeric uplands.

Leon Fine Sand (09) - This is a poorly drained soil class found in a small portion of the western side of the property, adjacent to the Echaw Fine Sand. Slopes range from 0 to 2 percent and are convex. The soil is composed of approximately 90 percent Leon non-hydric, 5 percent Leon hydric, and 5 percent minor components including: Sapelo: non-hydric, Ridgewood, Pottsburg, Kingsferry and Wesconnett soils. Leon fine sand is found among flatwoods on marine terraces. It develops from sandy marine deposits. The profile consists of fine sand throughout 80 inches, with the Leon hydric soils above the Leon non-hydric soil. The water table is 0 to 6 inches below land surface for Leon hydric and 6 to 18 inches below land surface for Leon non-hydric. This soil belongs to hydrologic soil group A/D and floods occasionally. It is commonly associated with North Florida Flatwoods and the flats of mesic or hydric lowlands.

Buccaneer Clay (15)- This is a very poorly drained soil class found along the entire eastern side of the property, adjacent to Egan's Creek. Slopes range from 0 to 2 percent and are linear. The soil is composed of 94 percent Buccaneer and 6 percent minor components including Meggett and Croatan soils. Buccaneer clay is found in floodplains along marine terraces. It is formed from clayey marine deposits. The profile consists of clay from 0 to 80 inches. The water table is located 0 to 6 inches below land surface. This soil belongs to hydrologic soil group D and frequently floods. It is commonly associated with stream terraces, floodplains and depressions.

Kingsferry Fine Sand (24) - This is a very poorly drained soil class found in the middle northern portion of the subject property. Slopes are 0 to 2 percent and are linear. The soil is composed of approximately 89 percent Kingsferry and 11 percent minor components including: Leon non-hydric, Lynn haven, and Rutlege soils. Kingsferry soils are found on the flats of marine terraces. They are formed from sandy marine deposits. The profile consists of fine sand from 0 to 80 inches. The water table is level with the land surface. This soil belongs to hydrologic soil group B/D and frequently floods. It is commonly associated with North Florida Flatwoods and the flats of mesic or hydric lowlands.

A copy of the Custom Soil Resource Report can be found in (**APPENDIX C**).

IV. Existing Site Conditions

Two (2) vegetative/ecological communities were identified within the boundary of the subject property. These communities were classified according to the Florida Land Use, Cover and Forms Classification System (FLUCFCS), (Florida Department of Transportation, 1999). The communities discovered on-site are typical of northeast Florida, and no unusual or unique vegetative communities were discovered. Each community observed has been assigned a FLUCCS code and is described below.

Pine-Mesic Oak (FLUCCS 414) A pine-mesic oak habitat covers the majority of this property. This type of forest grows on moister sites and consists of slash pine (*Pinus elliottii*), longleaf pine (*P. palustris*) and loblolly pine (*P. taeda*) which grow in strong association with a wide variety of mesic oaks and other hardwood species. The canopy consists of Southern red oak (*Quercus falata*), water oak (*Q. nigra*), white oak (*Q. alba*) and laurel oak (*Q. laurifolia*), in addition to hickories (*Carya spp.*), sweetgum (*Liquidambar styraciflua*) and dogwood (*Cornus spp*.) which commonly grow alongside pine species under mesic conditions. Gallberry (*Ilex spp.*), wax myrtle (*Myrica cerifera*) and saw palmetto (*Serenoa repens*) are among the common understory species.

Wetland Forested Mixed (FLUCCS 630) A wetland forested mixed community can be found in the northern and eastern portions of the property. The vegetative community within the mixed forested wetland is dominated by cypress (*Taxodium* spp.), black gum (*Nyssa sylvatica*), loblolly bay (*Gordonia lasianthus*), swamp bay (*Persea palustris*), pond pine (*P. serotina*), fetterbush (*Lyonia lucida*), Virginia chainfern (*Woodwardia viginica*), netted chainfern (*Woodwardia areolate*), and royal fern (*Osmunda regalis*). The wetlands on site are adjacent to and west of Egan's Creek.

A map showing the FLUCCS habitats within the subject property can be found in (**APPENDIX B).**

A. Comprehensive wildlife survey

Pursuant to the methodology required by FWC and USFWS, LG² Environmental Solutions (*LG²ES*) conducted the on-site wildlife survey on February 7, 2018. A comprehensive list of wildlife species that were directly observed or evidenced by scat, burrows or tracks are listed in the following table.

Table 1. Wildlife Species Observed on Site at the School Board Property in June 2016.

Common Name	Taxonomic Name
Cardinal, Northern	*Cardinalis cardinalis*
Black Vulture	*Coragyps atratus*
Armadillo	*Dasypus novemcinctus*
Marsh Rabbit	*Sylvilagus palustris*
Squirrel, Eastern Gray	*Sciurus carolinensis*
Northern Parula	*Parula americana*
Warbler, Yellow-rumped	*Dendroica coronata*
Yellow Rat Snake	*Pantherophis alleghaniensis*

B. **Species Discussions**. No listed wildlife species were observed on the School Board Property during the site assessment performed on February 7, 2018.

Gopher tortoise (GT): During the site inspections, special attention was given to habitat types and soil characteristics that are associated with gopher tortoise utilization. The gopher tortoise is listed as Threatened by FWC and Conservation Permits for the relocation of the gopher tortoises must be obtained for any onsite burrow(s) prior to clearing and/or grading the property.

A formal gopher tortoise survey was not conducted within the scope of this site visit; however, transects were walked through the entire property. No gopher tortoises or their burrows were seen on the property.

Bald eagle: The FWC Bald Eagle Nest Locator was used to determine if any documented or historical nests exist within one mile of the subject property. The search resulted in zero documented nests (**Figure 1**). Undocumented nests could still exist, however, none were observed during this survey.

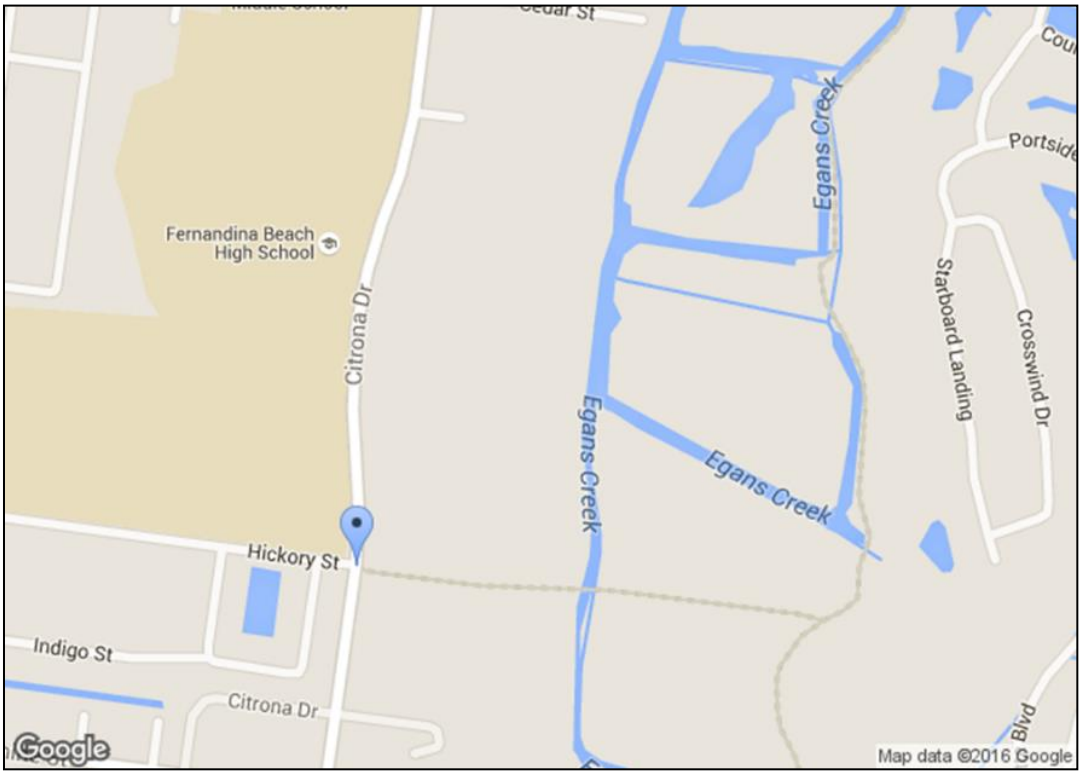

Figure 1. Eagle nest locator map summary indicating no documented Bald eagle nests are located within 1-mile distance of subject property.

Date: 6/13/2016 8:59:07 AM
Search Entered: Within 1 mile of Citrona Dr. and Hickory Street (latitude 30.6589285 and longitude -81.4448999)
0 record(s) were found; 0 record(s) are shown
(see disclaimer that follows)

This report was generated using the Florida Fish and Wildlife Conservation Commission's (FWC) eagle nest locator web site, which can be found at https://public.myfwc.com/FWRI/EagleNests/nestlocator.aspx. The data displayed reflect all known FWC documented eagle nesting territories that fall within the search criteria specified at the top of the page. Search results reflect the activity status observed by FWC and are current through spring 2014. Not all eagle nests in Florida have been documented by the FWC. Non-documented nests receive the same level of protection as FWC documented nests.

V. Conclusion

The subject property was examined to identify any utilization by animal species on the property. Special attention was given to the presence of species listed by the USFWS and the FWC as rare, endangered, and threatened or Species of Special Concern. Special attention was given to bald eagles, red-cockaded woodpeckers, Sherman's fox squirrels and gopher tortoises due to the anticipated habitat type and location. No listed species were observed during the February 7, 2018 site assessment.

LG²ES estimates there is little to no acreage of suitable gopher tortoise habitat located on-site. It is considered unlikely that the gopher tortoises would burrow on property. Should gopher tortoises later be found to inhabit the subject property, appropriate FWC surveys and permitting may be required.

We appreciate your business and look forward to our continuing to serve you and your environmental needs.

If you have any questions or require additional information, please contact me at 904-955-5480 or at tjackson@lg2es.com.

Very respectfully,

Tina Jackson

Tina Jackson
Environmental Scientist
LG2 Environmental Solutions, Inc.

VI. REFERENCES

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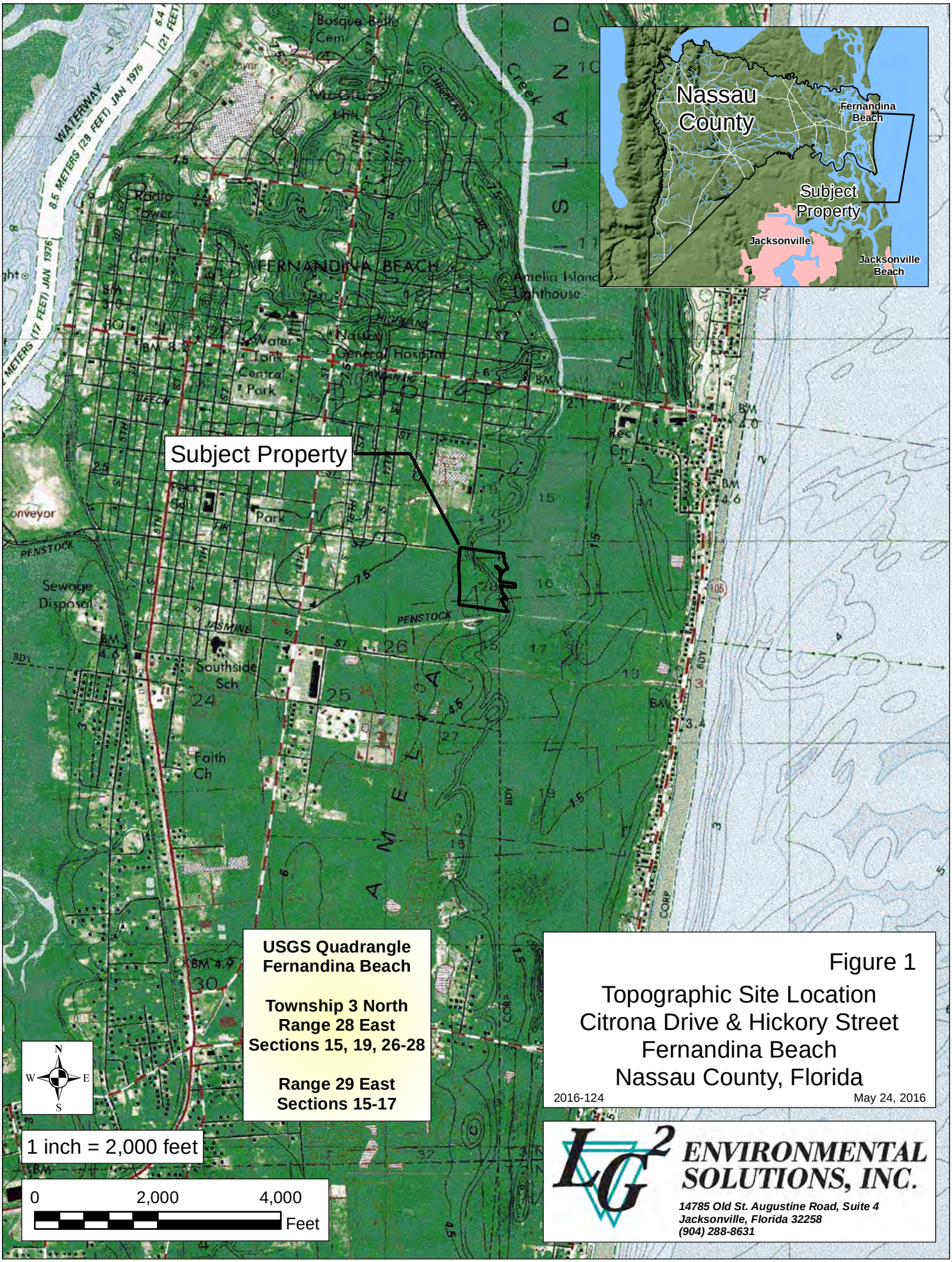
APPENDIX A

Aerial Site Photograph

USGS 7.5 Topographic Map



USGS Quadrangle
Fernandina Beach

Township 3 North
Range 28 East
Sections 15, 19, 26-28

Range 29 East
Sections 15-17

Figure 1

Topographic Site Location
Citrona Drive & Hickory Street
Fernandina Beach
Nassau County, Florida

2016-124 May 24, 2016

LG2 ENVIRONMENTAL SOLUTIONS, INC.
14785 Old St. Augustine Road, Suite 4
Jacksonville, Florida 32258
(904) 288-8631

Figure 2

Aerial Location
Citrona Drive & Hickory Street
Fernandina Beach
Nassau County, Florida

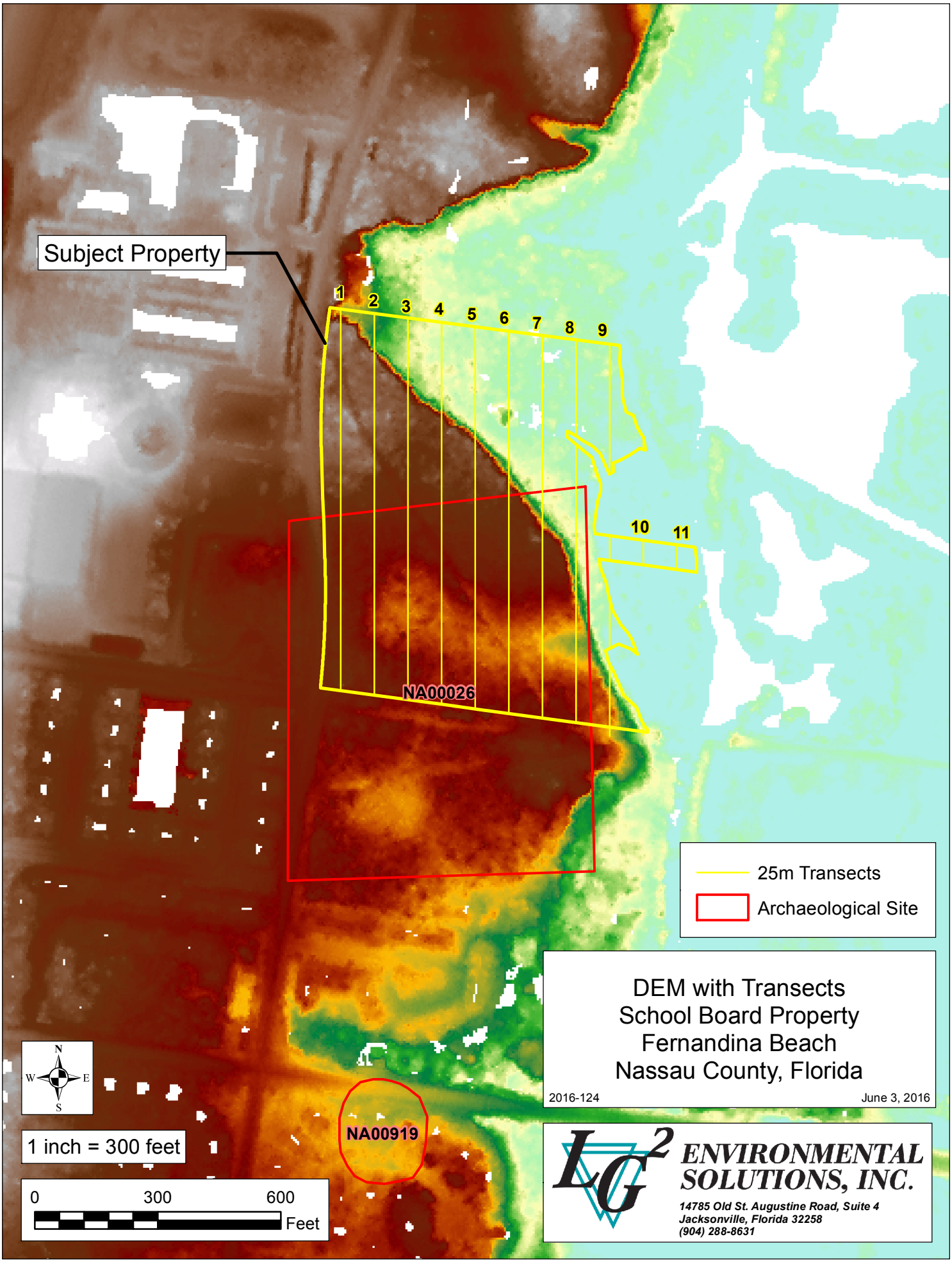
2016-124 May 24, 2016

LG2 ENVIRONMENTAL SOLUTIONS, INC.
14785 Old St. Augustine Road, Suite 4
Jacksonville, Florida 32258
(904) 288-8631

APPENDIX B

Digital Elevation Map with Survey Transects

FLUCCS Map


Subject Property
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10
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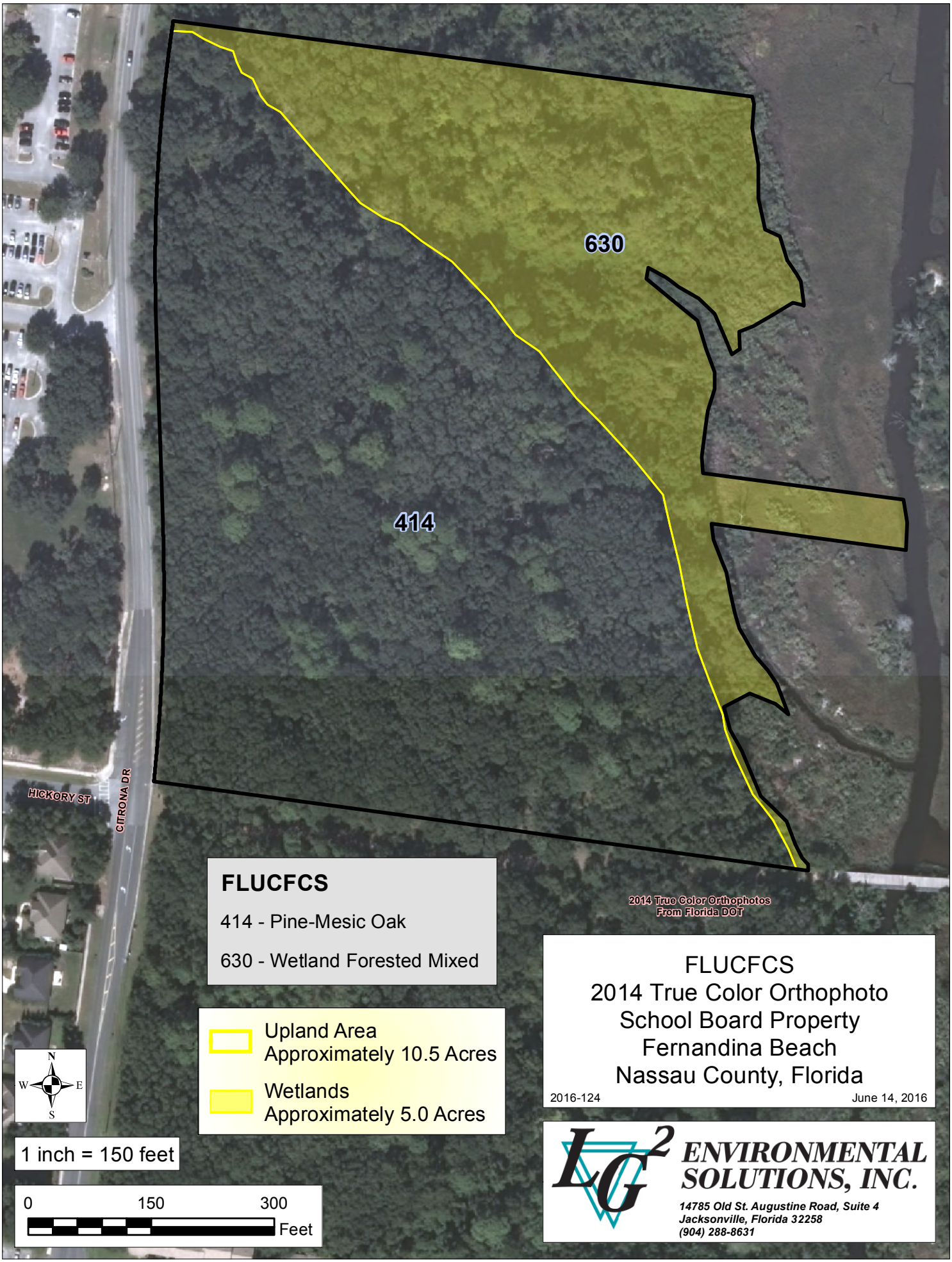
NA00026
NA00919
25m Transects
Archaeological Site
DEM with Transects
School Board Property
Fernandina Beach
Nassau County, Florida
2016-124
June 3, 2016
N
W
E
S
1 inch = 300 feet
0
300
600
Feet
LG2 ENVIRONMENTAL SOLUTIONS, INC.
14785 Old St. Augustine Road, Suite 4
Jacksonville, Florida 32258
(904) 288-8631



FLUCFCS

414 - Pine-Mesic Oak

630 - Wetland Forested Mixed

Upland Area
Approximately 10.5 Acres

Wetlands
Approximately 5.0 Acres

FLUCFCS
2014 True Color Orthophoto
School Board Property
Fernandina Beach
Nassau County, Florida

2016-124 June 14, 2016

LG2 ENVIRONMENTAL SOLUTIONS, INC.
14785 Old St. Augustine Road, Suite 4
Jacksonville, Florida 32258
(904) 288-8631

APPENDIX C

USDA NRCS Web Soil Survey Report

U.S. Fish & Wildlife Service Species by County Report

United States Department of Agriculture

NRCS

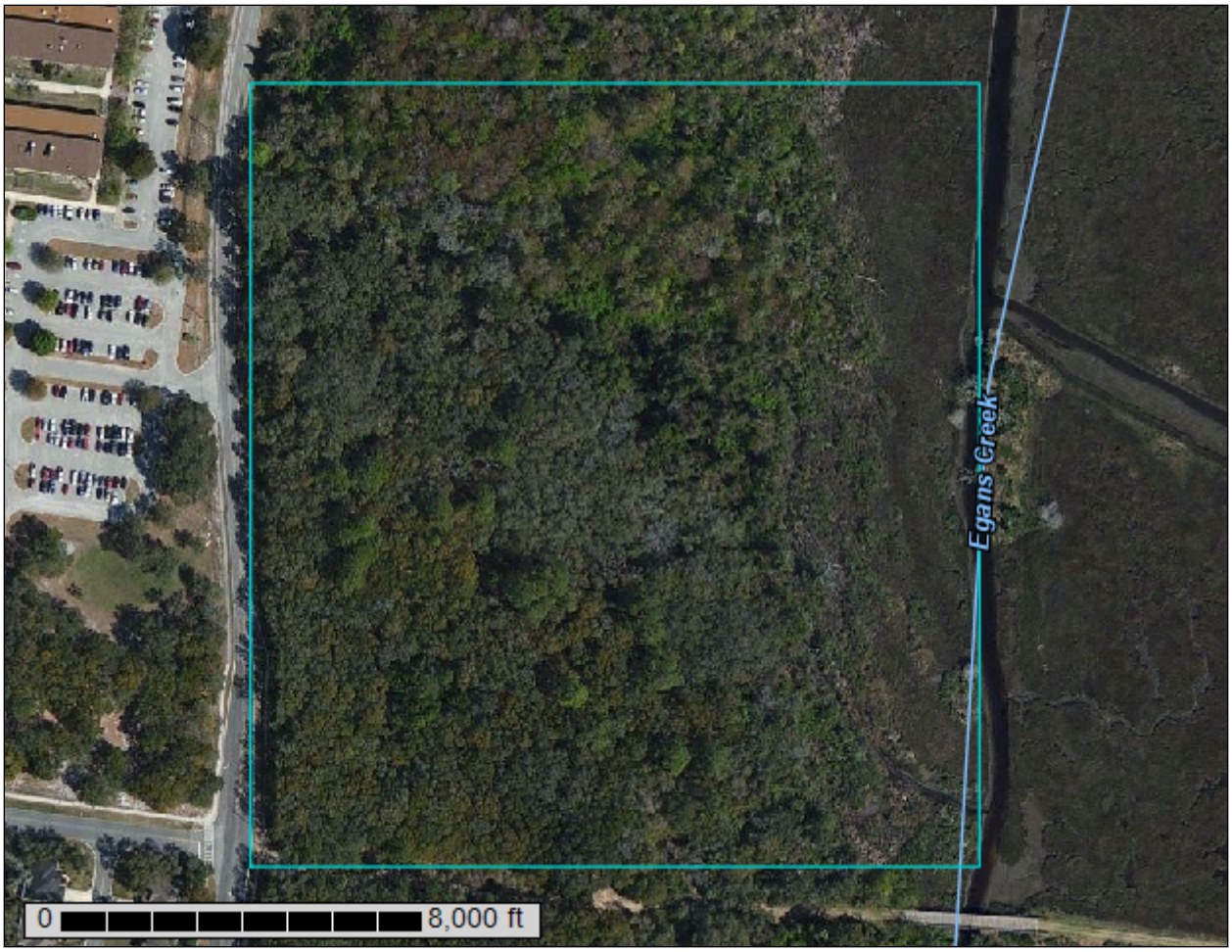
Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for

Nassau County, Florida

School Board Property



June 13, 2016

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (http://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil scientists classified and named the soils in the survey area, they compared the

individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

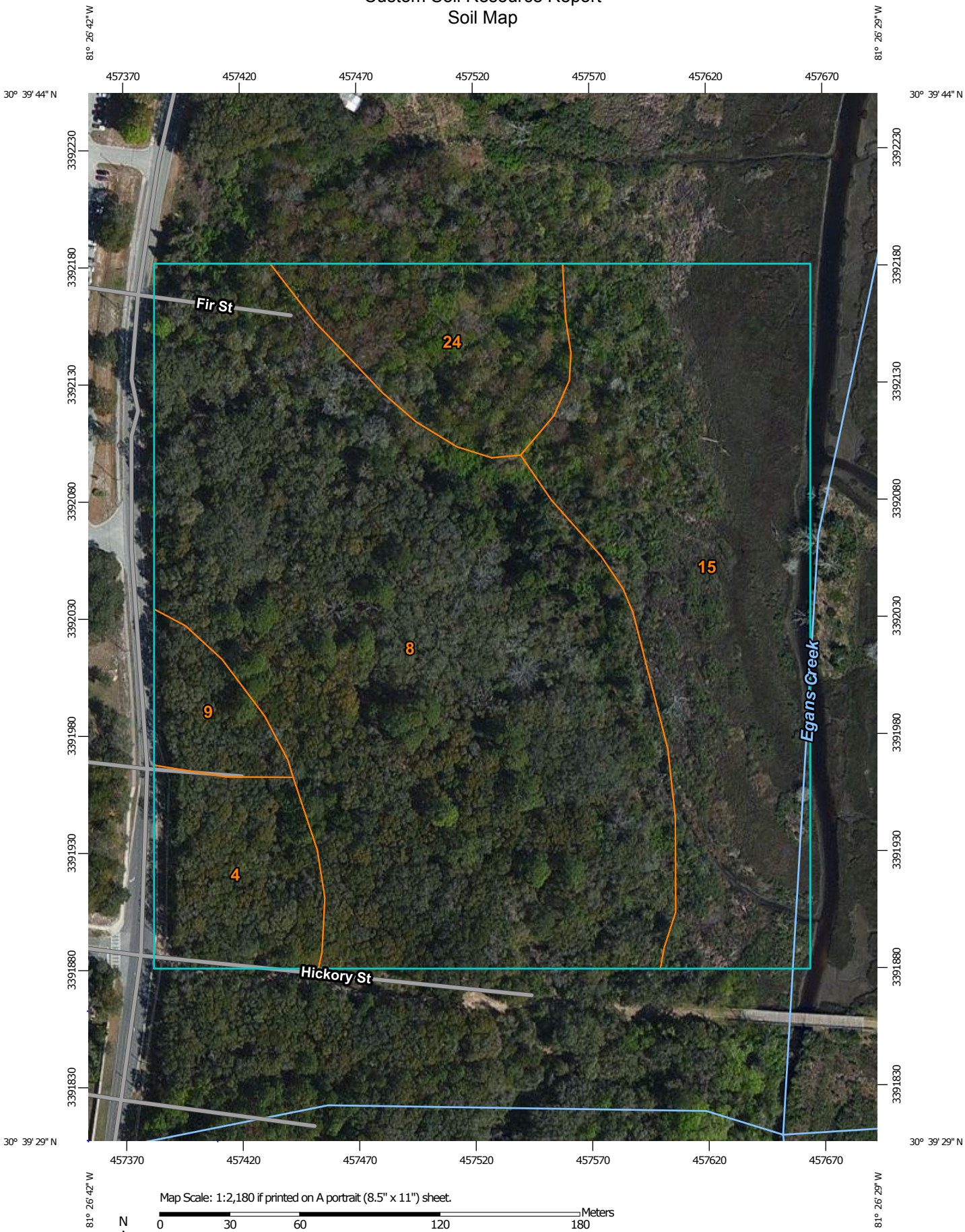
Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



Map Scale: 1:2,180 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 30 60 120 180

Feet: 0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Nassau County, Florida
Survey Area Data: Version 14, Sep 30, 2015

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 13, 2011—Mar 15, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Nassau County, Florida (FL089)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
4	Echaw fine sand	1.4	6.8%
8	Kureb fine sand, 0 to 5 percent slopes	11.0	52.2%
9	Leon fine sand	0.6	3.1%
15	Buccaneer clay, frequently flooded	6.2	29.5%
24	Kingsferry fine sand	1.8	8.4%
Totals for Area of Interest		**21.0**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic

classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Nassau County, Florida

4—Echaw fine sand

Map Unit Setting

National map unit symbol: 4gb0
Elevation: 0 to 130 feet
Mean annual precipitation: 47 to 55 inches
Mean annual air temperature: 64 to 72 degrees F
Frost-free period: 305 to 335 days
Farmland classification: Not prime farmland

Map Unit Composition

Echaw and similar soils: 88 percent
Minor components: 12 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Echaw

Setting

Landform: Ridges on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 6 inches: fine sand
E - 6 to 35 inches: fine sand
Bh - 35 to 38 inches: fine sand
E' - 38 to 78 inches: fine sand
Bh - 78 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Moderately well drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): High to very high (1.98 to 19.98 in/hr)
Depth to water table: About 30 to 60 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 4.0
Available water storage in profile: Low (about 4.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3s
Hydrologic Soil Group: A
Other vegetative classification: North Florida Flatwoods (R153AY004FL), Sandy soils on rises and knolls of mesic uplands (G153AA131FL)

Minor Components

Leon, non-hydric

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Resota

Percent of map unit: 3 percent
Landform: Knolls on marine terraces, ridges on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sand Pine Scrub (R153AY001FL), Sandy soils on rises, knolls, and ridges of mesic uplands (G153AA121FL)

Mandarin

Percent of map unit: 3 percent
Landform: Rises on marine terraces, flats on marine terraces
Landform position (three-dimensional): Interfluve, rise
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on rises and knolls of mesic uplands (G153AA131FL)

Lynn haven

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G153AA145FL)

8—Kureb fine sand, 0 to 5 percent slopes

Map Unit Setting

National map unit symbol: 4gbq
Mean annual precipitation: 47 to 55 inches
Mean annual air temperature: 64 to 72 degrees F
Frost-free period: 305 to 335 days
Farmland classification: Not prime farmland

Map Unit Composition

Kureb and similar soils: 93 percent
Minor components: 7 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Kureb

Setting

Landform: Ridges on marine terraces, dunes on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Eolian deposits or sandy fluvial or marine deposits

Typical profile

A - 0 to 5 inches: fine sand
C/Bh - 5 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 5 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Excessively drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 4.0
Available water storage in profile: Very low (about 1.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A
Other vegetative classification: Sand Pine Scrub (R153AY001FL), Sandy soils on ridges and dunes of xeric uplands (G153AA111FL)

Minor Components

Resota

Percent of map unit: 7 percent
Landform: Ridges on marine terraces, knolls on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sand Pine Scrub (R153AY001FL), Sandy soils on rises, knolls, and ridges of mesic uplands (G153AA121FL)

9—Leon fine sand

Map Unit Setting

National map unit symbol: 4gbr

Elevation: 10 to 450 feet
Mean annual precipitation: 47 to 55 inches
Mean annual air temperature: 64 to 72 degrees F
Frost-free period: 305 to 335 days
Farmland classification: Not prime farmland

Map Unit Composition

Leon, non-hydric, and similar soils: 90 percent
Leon, hydric, and similar soils: 5 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Leon, Non-hydric

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 7 inches: fine sand
E - 7 to 18 inches: fine sand
Bh - 18 to 31 inches: fine sand
E' - 31 to 37 inches: fine sand
B'h - 37 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 5.95 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 4.0
Available water storage in profile: High (about 10.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Other vegetative classification: North Florida Flatwoods (R153AY004FL), Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Description of Leon, Hydric

Setting

Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 7 inches: fine sand
E - 7 to 18 inches: fine sand
Bh - 18 to 31 inches: fine sand
E' - 31 to 37 inches: fine sand
B'h - 37 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 5.95 in/hr)
Depth to water table: About 0 to 6 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 4.0
Available water storage in profile: High (about 10.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Other vegetative classification: North Florida Flatwoods (R153AY004FL), Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Minor Components

Sapelo, non-hydric

Percent of map unit: 1 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Ridgewood

Percent of map unit: 1 percent
Landform: Knolls on marine terraces, ridges on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on rises and knolls of mesic uplands (G153AA131FL)

Pottsburg

Percent of map unit: 1 percent
Landform: Rises on marine terraces, knolls on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Kingsferry

Percent of map unit: 1 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Wesconnett

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G153AA145FL)

15—Buccaneer clay, frequently flooded

Map Unit Setting

National map unit symbol: 4g94
Elevation: 20 to 350 feet
Mean annual precipitation: 47 to 55 inches
Mean annual air temperature: 64 to 72 degrees F
Frost-free period: 305 to 335 days
Farmland classification: Not prime farmland

Map Unit Composition

Buccaneer and similar soils: 94 percent
Minor components: 6 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Buccaneer

Setting

Landform: Flood plains on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Clayey marine deposits

Typical profile

A - 0 to 5 inches: clay
Btg - 5 to 80 inches: clay

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches

Natural drainage class: Very poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)
Depth to water table: About 0 to 6 inches
Frequency of flooding: Frequent
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 4.0
Available water storage in profile: High (about 11.9 inches)

Interpretive groups
Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6w
Hydrologic Soil Group: D
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G153AA345FL)

Minor Components

Meggett
Percent of map unit: 3 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Loamy and clayey soils on flats of hydric or mesic lowlands (G153AA341FL)

Croatan
Percent of map unit: 3 percent
Landform: Flood plains on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Organic soils in depressions and on flood plains (G153AA645FL)

24—Kingsferry fine sand

Map Unit Setting
National map unit symbol: 4g9g
Elevation: 0 to 150 feet
Mean annual precipitation: 47 to 55 inches
Mean annual air temperature: 64 to 72 degrees F
Frost-free period: 305 to 335 days
Farmland classification: Not prime farmland

Map Unit Composition
Kingsferry and similar soils: 89 percent

Minor components: 11 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Kingsferry

Setting

Landform: Flats on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 34 inches: fine sand
Bh1 - 34 to 67 inches: fine sand
Bh2 - 67 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Very poorly drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 4.0
Available water storage in profile: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: B/D
Other vegetative classification: North Florida Flatwoods (R153AY004FL), Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Minor Components

Leon, non-hydric

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G153AA141FL)

Lynn haven

Percent of map unit: 4 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G153AA145FL)

Rutlege

Percent of map unit: 3 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Concave, linear
Across-slope shape: Concave, linear
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G153AA145FL)

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U.S. Fish & Wildlife Service Species by County Report

Group	Common Name	Scientific Name	Species Profile URL	Population
Amphibians	Striped newt	*Notophthalmus perstriatus*	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=D02P	
Birds	Wood stork	*Mycteria americana*	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=B06O	AL, FL, GA, MS, NC, SC
Mammals	West Indian Manatee	*Trichechus manatus*	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=A007	Entire
Mammals	West Indian Manatee	*Trichechus manatus*	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=A007	Entire
Reptiles	Hawksbill sea turtle	*Eretmochelys imbricata*	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C00E	Entire
Reptiles	Hawksbill sea turtle	*Eretmochelys imbricata*	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C00E	Entire
Reptiles	Leatherback sea turtle	*Dermochelys coriacea*	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C00F	Entire
Reptiles	Leatherback sea turtle	*Dermochelys coriacea*	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C00F	Entire
Reptiles	Loggerhead sea turtle	*Caretta caretta*	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C00U	Northwest Atlantic Ocean DPS
Reptiles	Eastern indigo snake	*Drymarchon corais couperi*	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C026	Entire
Reptiles	Gopher tortoise	*Gopherus polyphemus*	http://ecos.fws.gov/tess_public/profile/speciesProfile?spcode=C044	Eastern

ORDINANCE 2016-40

AMENDED AT SECOND AND FINAL READING

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A VACATION OF PUBLIC RIGHT-OF-WAY WITH SPECIFIC TERMS AND CONDITIONS FOR A PORTION OF GUM STREET TOTALING APPROXIMATELY 600 LINEAR FEET EXTENDING BETWEEN CITRONA DRIVE AND JUST WEST OF THE EGANS CREEK GREENWAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, identified as Nassau County School Board, seeks to vacate a portion of public right-of-way described as a portion of Gum Street located between Citrona Drive and just west of the Egans Creek Greenway; and

WHEREAS, the Planning Advisory Board reviewed the application numbered PAB 2016-24 at its November 9, 2016, meeting, and issued a recommendation of denial and a provisional request to consider a land swap or conservation easement in exchange for the vacation of right-of-way; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on October 26, 2016; and

WHEREAS, the City is willing to vacate said portion of the Gum Street right-of-way subject to specific terms and conditions contained in a memorandum of understanding to be approved by resolution of the City Commission.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. PROPERTY INVOLVED. The property identified for the vacation of a portion of the Gum Street right-of-way is an unopened public right-of-way totaling approximately 600 linear feet between Citrona Drive and just west of the Egans Creek Greenway, and is shown on the map attached hereto as Exhibit "A".

SECTION 2. LEGAL DESCRIPTION. The legal description of the vacated portion of right-of-way is attached hereto as Exhibit "B".

SECTION 3. Vacation of a portion of the above-described right-of-way is subject to specific terms and conditions contained in a separate memorandum of understanding to be approved by resolution of the City Commission including:

a) Florida Department of Transportation (FDOT) surpluses and transfers clear title to the City to two (2) parcels on Egans Creek that are contiguous to the School Board property and Gum Street in order to satisfy the requirement of Section 70-40 of the City Code regarding access to other property, and if FDOT does not deed these parcels to the City by the time for approval of the preliminary plat for *Amelia Bluff subdivision* by the City, the property owner shall dedicate property sufficient for ingress/egress, satisfactory to the City, for access to/from the FDOT properties along the Egans Creek Greenway contiguous to the Gum Street right-of-way; and

b) The School Board or its successor in interest shall transfer clear title to all jurisdiction wetlands on the property to the City in fee simple to be set aside as

conservation land; and

c) The School Board or its successor in interest shall donate $115,000 to the City for use in the City's land conservation efforts. ~~and~~

~~d) The School Board shall remove the chain link fence running parallel to the right-of-way on Atlantic Avenue in Fernandina Beach at the School Board property located at 1201 Atlantic Avenue.~~

SECTION 4. SEVERABILITY**.** If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 5. This Ordinance shall take effect immediately after its final adoption.

ADOPTED this 15th day of August, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz

ROBIN C. LENTZ
Mayor - Commissioner

ATTEST:

Caroline Best

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

Ordinance 2016-40

ORDINANCE 2016-40

EXHIBIT "B"

<u>LEGAL DESCRIPTION</u>:

A PORTION OF THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), NASSAU COUNTY, FLORIDA, AS SHOWN ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF GUM STREET (A 60 FOOT RIGHT-OF-WAY) AS SHOWN ON SAID PLAT OF THE CITY OF FERNANDINA BEACH BEING BOUNDED AS FOLLOWS:

ON THE WEST:
BY THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA AVENUE (A 60 FOOT RIGHT-OF-WAY) AS NOW LAID OUT AND IN USE.

ON THE EAST:
BY THE EAST LINE OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING PORTION OF RIGHT-OF-WAY WHICH SHALL REMAIN PUBLIC RIGHT-OF-WAY:

A PORTION OF GUM STREET (A 60 FOOT-WIDE RIGHT-OF-WAY) IN THE CITY OF FERNANDINA BEACH (FORMERLY FERNANDINA), NASSAU COUNTY, FLORIDA, AS SHOWN ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901), LYING IN SECTION 28, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE NORTH 00°22'45" WEST, ALONG THE EAST BOUNDARY OF SAID SECTION 28, A DISTANCE OF 81.61 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET; THENCE NORTH 82°17'13" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 116.05 FEET TO THE **POINT OF BEGINNING;** THENCE SOUTH 82°17'13" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 116.05 FEET TO SAID EAST BOUNDARY OF SECTION 28; THENCE NORTH 00°22'45" WEST ALONG SAID EAST BOUNDARY A DISTANCE OF 60.60 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET; THENCE NORTH 82°17'13" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 126.16 FEET; THENCE CONTINUE NORTH 82°17'13" WEST ALONG SAID

NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 95 FEET, MORE OR LESS, TO THE BASE OF A SAND BLUFF; THENCE SOUTHEASTERLY ALONG AND WITH SAID BASE OF BLUFF A DISTANCE OF 87 FEET, MORE OR LESS TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF GUM STREET, BEARING NORTH 82°17’13” WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 82°17’13” EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

'16 SEP 27 PM2:50

OFFICE USE ONLY
REC'D: 9/27/16 BY: [illegible]
PAYMENT: $ 850 TYPE: CK 236892
APPLICATION #: 2016.0001444
CASE #: PAB
BOARD MEETING DATE: Nov. 14/2016

PLANNING ADVISORY BOARD APPLICATION

- ☐ ZONING MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☐ LAND USE MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☐ LDC TEXT AMENDMENT ($850)
- ☐ COMP PLAN AMENDMENT ($850)
- ☐ SUBDIVISION PLAT – PRELIM ($750)
- ☐ SUBDIVISION PLAT – FINAL ($850)
- ☒ VACATION OF R.O.W. ($850)
- ☐ VOLUNTARY ANNEXATION ($1050)

APPLICANT INFORMATION

Owner Name: Nassau County School Board, c/o Dr. John Ruis, Superintendent

Mailing Address: 1201 Atlantic Avenue, Fernandina Beach, Florida 320

Telephone: (904) 491-9901 Fax:

Email: john.ruis@nassau.k12.fl.us

Agent Name: Ezell Law Firm, P.A., c/o Brenda B. Ezell

Mailing Address: 3560 Cardinal Point Drive, Suite 101, Jacksonville, Florida 32257

Telephone: 904-432-3200 Fax: 904-432-3201

Email: brenda@ezellfirmpa.com

PROPERTY INFORMATION

Street Address: Citrona & Hickory Drive

Parcel Identification Number(s): 00-00-31-1180-0017-0000

Lot Number: 17, 18, 19 Block Number: Subdivision: Citrona

Section: 27, 15, 26, 28 Township: 3N Range: 28E

PROJECT INFORMATION

Total Number of Lots/Parcels: One (1)

Less than One (1) acre Sq. Footage: _____ One (1) Acre or Greater: 15.55

Existing Zoning Classification: R-1

Existing Future Land Use Classification: Conservation

Previous Planning/Zoning Approvals: N/A

Description of Request:

We request vacation of the 60-foot right-of-way commonly known as Gum Street, which right-of-way is not currently in use, and apparently has never been constructed for use by the public. This property is currently for sale and the abandonment requested will allow for future development.

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.

September 22, 2016
Date

Ezell Law Firm, P.A.
By: _____
Signature of Applicant

STATE OF FLORIDA
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 22 day of September, 2016.

Marian Carroll — Marian Carroll — 8-24-20
Notary Public: Signature — Printed Name — My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

MARIAN CARROLL
MY COMMISSION # GG 011067
EXPIRES: August 24, 2020
Bonded Thru Notary Public Underwriters

OWNER'S AUTHORIZATION
FOR AGENT REPRESENTATION

I /WE Nassau County School Board
(print name of property owner(s))

hereby authorize: Ezell Law Firm, P.A., c/o Brenda B. Ezell
(print name of agent)

to represent me/us in processing an application for: Vacation of Right-of-Way
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

NASSAU COUNTY SCHOOL BOARD

By: John L. Ruis
(Signature of owner)

John L. Ruis
(Print name of owner)

Title: Superintendent

(Signature of owner)

(Print name of owner)

STATE OF FLORIDA
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 9 day of September, 2016.

ROBIN JONES
MY COMMISSION # FF 214794
EXPIRES: July 27, 2019
Bonded Thru Notary Public Underwriters

Robin Jones
Notary Public: Signature

Robin Jones
Printed Name

My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

EZELL
LAW FIRM
3560 CARDINAL POINT DRIVE, SUITE 101
JACKSONVILLE, FLORIDA 32257
TEL 904.432.3200
FAX 904.432.3201

'16 SEP 27 PM2:50

September 22, 2016

City of Fernandina Beach
Community Development Department
204 Ash Street
Fernandina Beach, Florida 32034

Re: Application for Vacation of Right-of-Way – Unopened portion of Gum Street

Ladies and Gentlemen:

We are pleased to act as agent of the Nassau County School Board in its efforts to close an unopened, unused right-of-way in the City of Fernandina Beach currently known as Gum Street.

Enclosed please find the completed application for vacation of the subject right-of-way, along with a check in the amount of $850.00 for the application fee. We are hopeful that this application is in line to be heard at the Planning Advisory Board Committee meeting to be held on November 9, 2016.

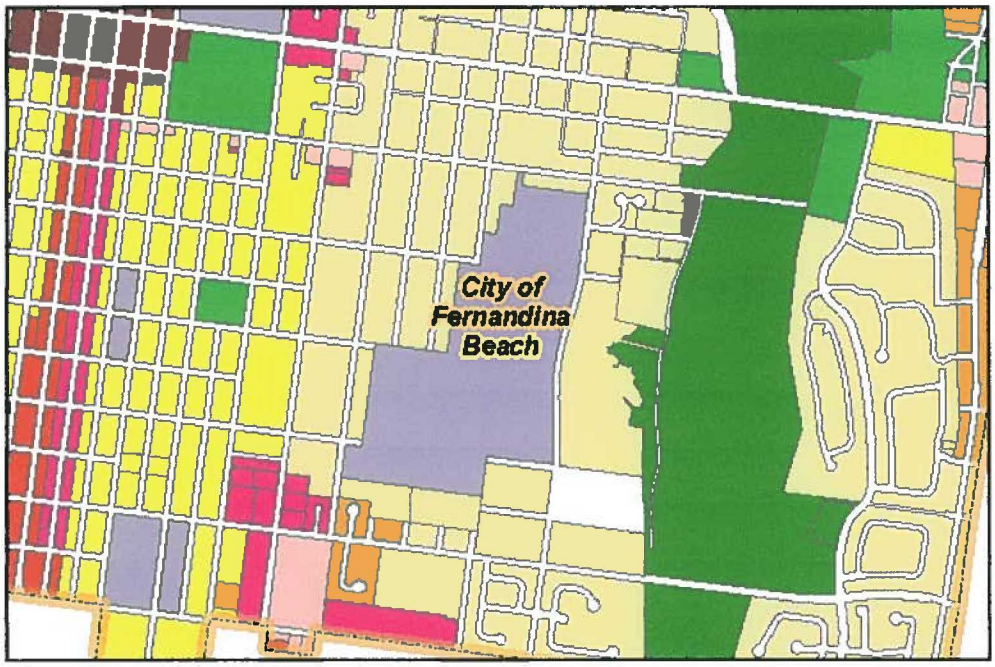
Please feel free to contact me if you have any questions. Additionally, please let me know if I need to come in to meet with a planner prior to the application deadline, which I am happy to do if need be.

Sincerely,

Brenda B. Ezell

904-491-7300 www.NassauFLPA.com

A. Michael Hickox
Nassau County Property Appraiser



Land Use Report	Results	
Zoning	R-1	Note: (Must be verified with Municipality)
Future Land Use	CONSERVATION	Note: (Must be verified with Municipality)
Community Development District	No	
Community Redevelopment Area	No	Note: (Must be verified with City of Fernandina Beach)
Historic District	No	Note: (Must be verified with City of Fernandina Beach)
Municipal Service Benefit Unit (MSBU)	No	
Mobility Fee Zone	Zone 1	

The Nassau County interactive map displays GIS data that is subject to continual updating, change and the data accuracy representations adjustments over time. The information contained within this document is not intended to be used for the preparation of construction documents and under no circumstance shall this product or representations from this product be used for final design purposes.

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By accessing this website and/or data contained within the databases, you hereby release Nassau County, its employees, agents, contractors, and suppliers from any and all responsibility and liability associated with its use. In no event shall Nassau County or its officers or employees be liable for any damages arising in any way out of the use of the website, or use of the information contained in the databases.

GoMaps

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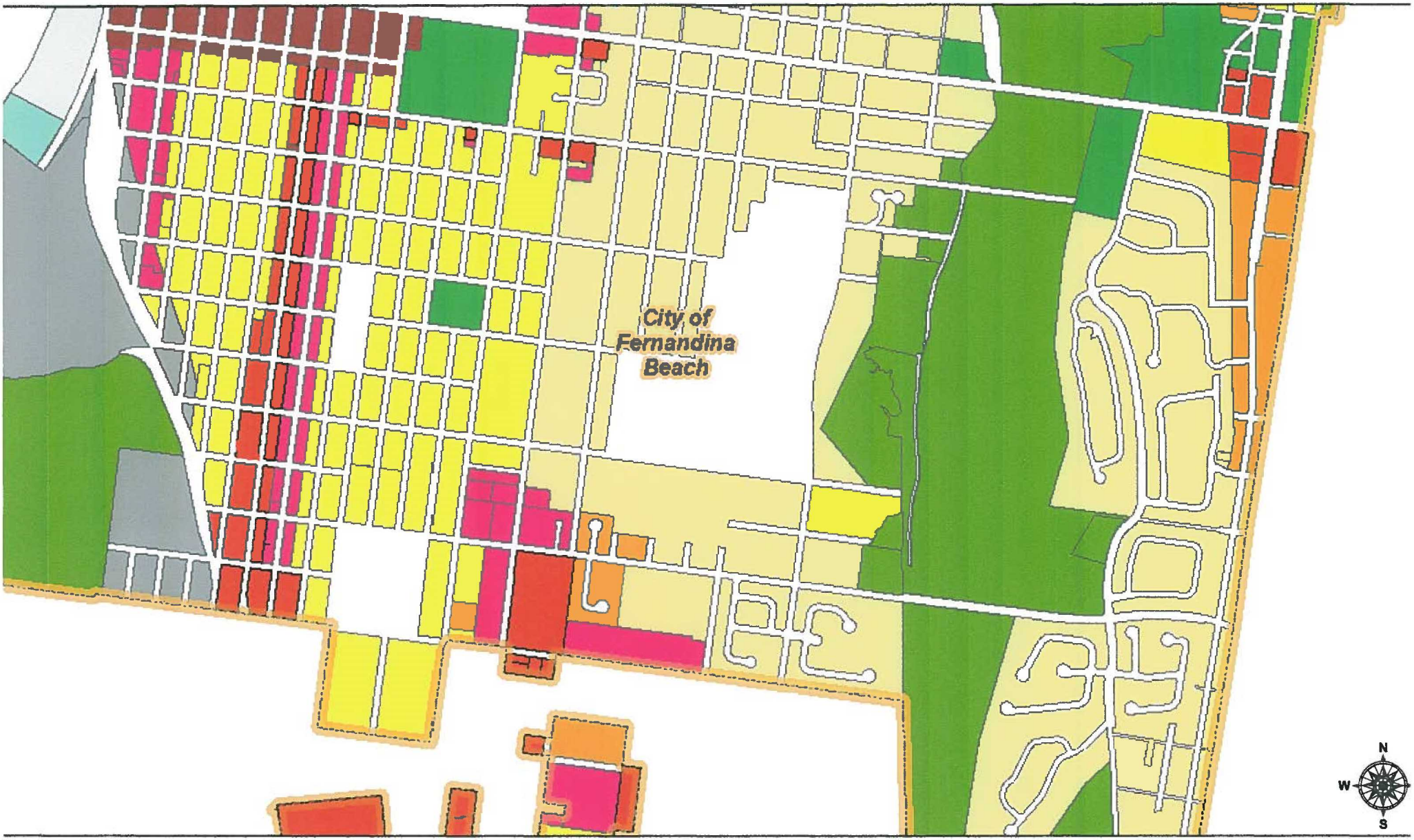


ıgust 31, 2016

1:16,523

0 0.125 0.25 0.5 mi

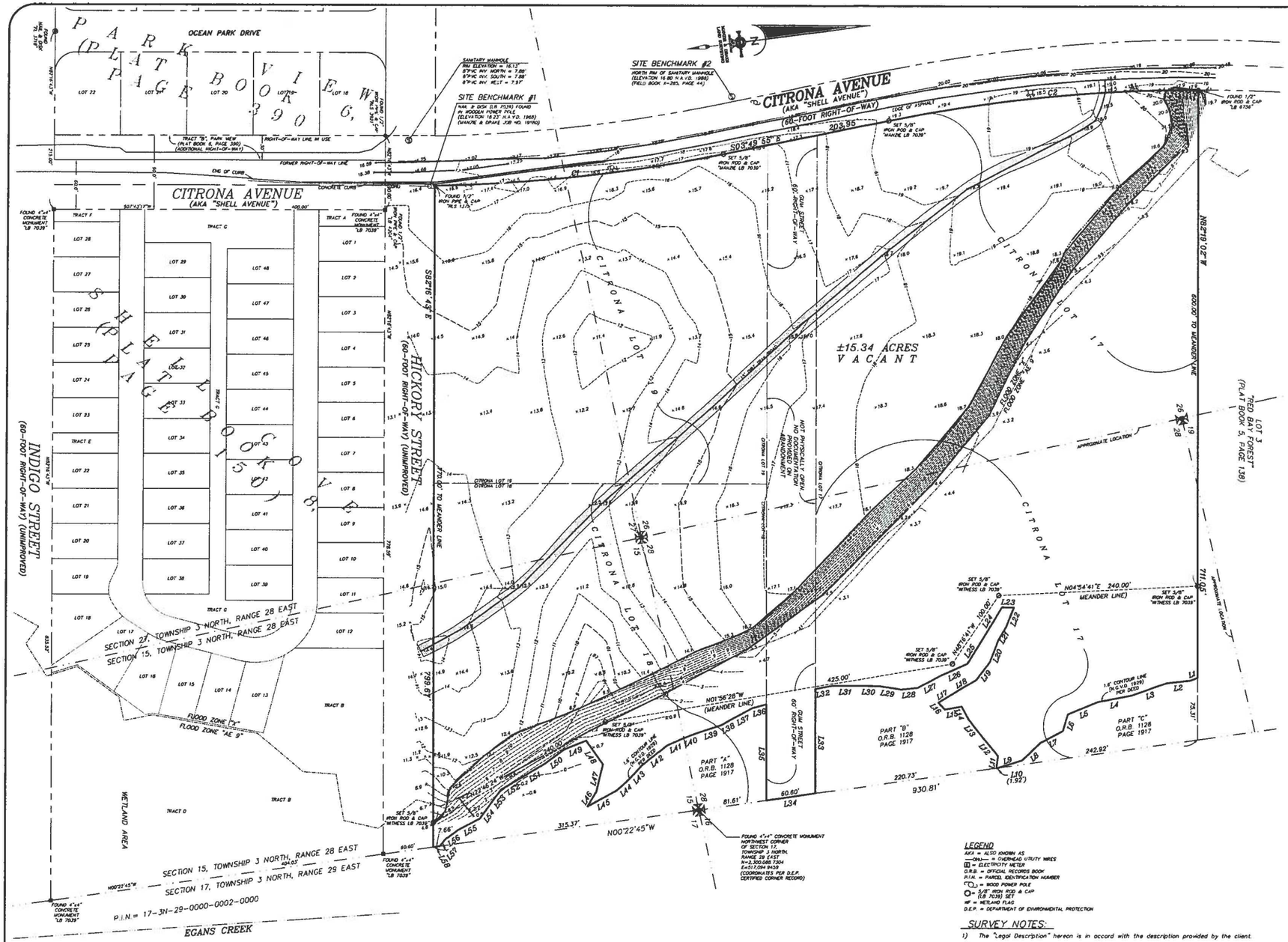
0 0.225 0.45 0.9 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRC/
Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia
OpenStreetMap contributors, and the GIS User Community

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), NASSAU COUNTY, FLORIDA, AS SHOWN ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE BEGIN AT THE INTERSECTION OF THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE NORTH 00°22'45" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 7.66 FEET TO ITS INTERSECTION WITH THE 1.6 FOOT ELEVATION CONTOUR LINE, REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929) AS FIELD LOCATED BY L.D BRADLEY LAND SURVEYORS IN AUGUST OF 2001; THENCE DEPARTING SAID RANGE LINE AND ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING THENTY-TWO (22) COURSES AND DISTANCES; (1) NORTH 42°45'29" WEST A DISTANCE OF 11.18 FEET; (2) NORTH 27°59'12" WEST A DISTANCE OF 18.73 FEET; (3) NORTH 20°27'26" WEST A DISTANCE OF 29.62 FEET; (4) NORTH 45°57'20" WEST A DISTANCE OF 21.70 FEET; (5) NORTH 44°53'32" WEST A DISTANCE OF 22.09 FEET; (6) NORTH 23°01'54" WEST A DISTANCE OF 28.69 FEET; (7) NORTH 23°08'33" WEST A DISTANCE OF 30.99 FEET; (8) NORTH 29°02'32" WEST A DISTANCE OF 29.42 FEET; (9) NORTH 14°26'03" WEST A DISTANCE OF 28.71 FEET; (10) NORTH 62°19'29" EAST A DISTANCE OF 34.96 FEET; (11) SOUTH 68°51'50" EAST; A DISTANCE OF 33.95 FEET; (12) SOUTH 51°26'44" EAST A DISTANCE OF 20.70 FEET; (13) NORTH 20°48'20" WEST A DISTANCE OF 40.14 FEET; (14) NORTH 35°07'06" WEST A DISTANCE OF 20.13 FEET; (15) NORTH 39°44'13" WEST, A DISTANCE OF 22.86 FEET; (16) NORTH 30°49'27" WEST A DISTANCE OF 38.63 FEET; (17) NORTH 16°30'11" WEST A DISTANCE OF 19.23 FEET; (18) NORTH 12°55'15" WEST A DISTANCE OF 23.23 FEET; (19) NORTH 10°42'03" WEST A DISTANCE OF 28.07 FEET; (20) NORTH 23°29'59" WEST A DISTANCE OF 13.37 FEET; (21) NORTH 21°04'41" WEST A DISTANCE OF 28.79 FEET; (22) NORTH 06°54'18" WEST A DISTANCE OF 17.30 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF GUM STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH 82°17'13" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET, A DISTANCE OF 116.05 FEET TO INTERSECT THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH 00°22'45" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 60.60 FEET; THENCE NORTH 82°17'13" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET, A DISTANCE OF 126.16 FEET TO INTERSECT SAID 1.6 FOOT CONTOUR; THENCE ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING THENTY-TWO (22) COURSES AND DISTANCES: (1) NORTH 03°29'28" WEST A DISTANCE OF 19.58 FEET; (2) NORTH 07°00'33" EAST A DISTANCE OF 36.21 FEET; (3) NORTH 08°58'10" EAST A DISTANCE OF 21.34 FEET; (4) NORTH 18°34'47" EAST A DISTANCE OF 27.18 FEET; (5) NORTH 01°19'50" EAST, A DISTANCE OF 20.13 FEET; (6) NORTH 21°05'17" WEST A DISTANCE OF 30.49 FEET; (7) NORTH 16°05'50" WEST A DISTANCE OF 36.06 FEET; (8) NORTH 50°52'57" WEST A DISTANCE OF 31.17 FEET; (9) NORTH 50°51'35" WEST A DISTANCE OF 49.25 FEET; (10) NORTH 09°09'39" EAST A DISTANCE OF 14.02 FEET; (11) SOUTH 61°17'22" EAST A DISTANCE OF 24.86 FEET; (12) SOUTH 51°51'35" EAST A DISTANCE OF 19.13 FEET; (13) SOUTH 60°55'19" EAST A DISTANCE OF 28.29 FEET; (14) SOUTH 45°21'52" EAST A DISTANCE OF 27.37 FEET; (15) SOUTH 23°07'52" EAST A DISTANCE OF 29.63 FEET; (16) SOUTH 23°27'38" EAST A DISTANCE OF 23.60 FEET; (17) NORTH 54°47'07" EAST A DISTANCE OF 11.40 FEET; (18) NORTH 02°02'34" WEST A DISTANCE OF 21.04 FEET; (19) NORTH 70°00'14" EAST A DISTANCE OF 18.60 FEET; (20) NORTH 59°43'18" EAST A DISTANCE OF 26.78 FEET; (21) NORTH 57°42'29" EAST A DISTANCE OF 28.69 FEET; (22) SOUTH 74°40'51" EAST A DISTANCE OF 14.75 FEET TO INTERSECT THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, THENCE NORTH 00°22'45" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 1.92 FEET TO INTERSECT SAID 1.6 FOOT CONTOUR; THENCE ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING NINE (9) COURSES AND DISTANCES; (1) NORTH 09°53'34" WEST, A DISTANCE OF 30.18 FEET; (2) NORTH 35°20'45" WEST A DISTANCE OF 31.42 FEET; (3) NORTH 20°16'27" WEST A DISTANCE OF 30.31 FEET; (4) NORTH 65°32'41" WEST A DISTANCE OF 20.95 FEET; (5) NORTH 14°54'27" WEST A DISTANCE OF 39.02 FEET; (6) NORTH 03°19'30" WEST A DISTANCE OF 41.10 FEET; (7) NORTH 11°57'47" WEST A DISTANCE OF 45.15 FEET; (8) NORTH 01°17'05" EAST A DISTANCE OF 28.48 FEET; (9) NORTH 13°27'42" WEST A DISTANCE OF 9.39 FEET TO INTERSECT THE SOUTHERLY LINE OF LOT 3, "RED BAY FOREST"; ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 138, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 82°19'02" WEST, DEPARTING SAID 1.6 FOOT CONTOUR AND ALONG THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 711.05 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA AVENUE, A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED AND A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1,879.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 11°28'44"; AN ARC DISTANCE OF 376.62 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°54'22" WEST A DISTANCE OF 375.99 FEET; THENCE SOUTH 03°49'55" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 203.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,939.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 10°19'51"; AN ARC DISTANCE OF 349.77 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°20'01" WEST A DISTANCE OF 349.30 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH 82°16'43" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HICKORY STREET, A DISTANCE OF 799.67 FEET TO THE POINT OF BEGINNING.



LEGEND

AKA = ALSO KNOWN AS
—OH— = OVERHEAD UTILITY WIRES
(E) = ELECTRICITY METER
O.R.B. = OFFICIAL RECORDS BOOK
P.I.N. = PARCEL IDENTIFICATION NUMBER
(PP) = WOOD POWER POLE
○ = 5/8" IRON ROD & CAP (LB 7039) SET
WF = WETLAND FLAG
D.E.P. = DEPARTMENT OF ENVIRONMENTAL PROTECTION

SURVEY NOTES:

1) The "Legal Description" hereon is in accord with the description provided by the client.
2) Underground improvements were not located or shown.
3) Commitment for Title Insurance by Chicago Title Insurance Company (Order No. 5787742, dated May 05, 2016) was referenced during the preparation of this survey.
4) Bearings and coordinates shown hereon are based on the Florida State Plane Coordinate System, East Zone, North American Datum 1983/1990.
5) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
6) The property shown hereon lies within flood zone "X & AE 9" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C 0237 F, Dated 12/17/2010. Flood Zone information above and shown on this survey is provided as a courtesy and is approximate at best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
7) Site Benchmarks are as shown hereon.
8) Elevations shown hereon refer to North American Vertical Datum of 1988. (N.A.V.D. '88)
9) This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N11°31'42"W	9.39'	L11	S74°40'51"E	14.75'	L11	S74°40'51"E	14.75'	L21	S51°51'35"E	19.13'	L31	N7°00'33"E	36.21'	L41	N16°30'11"W	19.23'	L51	N23°08'33"W	30.99'
L2	N11°17'05"E	28.48'	L12	N57°42'29"E	28.69'	L12	N57°42'29"E	28.69'	L22	S61°17'22"E	24.86'	L32	N3°29'28"W	19.58'	L42	N30°49'27"W	38.63'	L52	N23°01'54"W	28.69'
L3	N11°57'47"W	45.15'	L13	N59°43'18"E	26.78'	L13	N59°43'18"E	26.78'	L23	N9°09'39"E	14.02'	L33	N82°17'13"W	126.16'	L43	N39°44'13"W	22.86'	L53	N44°53'52"W	22.09'
L4	N3°19'30"W	41.10'	L14	N70°00'14"E	18.60'	L14	N70°00'14"E	18.60'	L24	N50°51'35"W	49.25'	L34	N0°22'45"W	60.60'	L44	N35°07'06"W	20.13'	L54	N45°57'20"W	21.70'
L5	N14°54'27"W	39.02'	L15	N2°02'34"W	21.04'	L15	N2°02'34"W	21.04'	L25	N50°52'57"W	31.17'	L35	S82°17'13"E	116.05'	L45	N20°48'20"W	40.14'	L55	N20°27'26"W	29.62'
L6	N65°32'41"W	20.95'	L16	N54°47'07"E	11.40'	L16	N54°47'07"E	11.40'	L26	N16°05'50"W	36.06'	L36	N6°54'18"W	17.30'	L46	S51°26'44"E	20.70'	L56	N27°59'12"W	18.73'
L7	N20°16'27"W	30.31'	L17	S23°27'38"E	23.60'	L17	S23°27'38"E	23.60'	L27	N21°05'17"W	30.49'	L37	N21°04'41"W	28.79'	L47	S68°51'50"E	33.95'	L57	N42°45'29"W	11.18'
L8	N35°20'45"W	31.42'	L18	S23°07'52"E	29.63'	L18	S23°07'52"E	29.63'	L28	N11°19'30"E	20.13'	L38	N22°29'59"W	13.37'	L48	N62°19'29"E	34.96'	L58	N00°22'45"W	7.66'
L9	N9°53'34"W	30.18'	L19	S45°21'52"E	27.37'	L19	S45°21'52"E	27.37'	L29	N16°34'43"E	27.18'	L39	N10°42'03"W	28.07'	L49	N14°26'03"W	28.71'			
L10	N00°22'45"E	1.92'	L20	S60°55'19"E	28.29'	L20	S60°55'19"E	28.29'	L30	N8°58'10"E	21.34'	L40	N12°55'15"W	23.23'	L50	N29°02'32"W	29.42'			

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	349.77'	1939.86'	10°19'51"	S1°20'01"W	349.30'
C2	376.62'	1879.86'	11°28'44"	S1°54'22"W	375.99'

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

☐ MICHAEL A. MANZIE, P.L.S. 4069
☐ WILLIAM D. PINKSTON, P.S.M. 6793

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number "LB 7039"
"OUR *SIGHTS* ARE ON THE FUTURE, SET YOUR *SITES* ON US."

SCALE: 1"=60' JOB NO: 19580 DATE: 5/26/16 CADD: WKD
F.B. NO: X-285 PAGE NO: 43 FIELD CREW: GS FILE NO: C-735

COPYRIGHT © 2016 BY MANZIE AND DRAKE LAND SURVEYING

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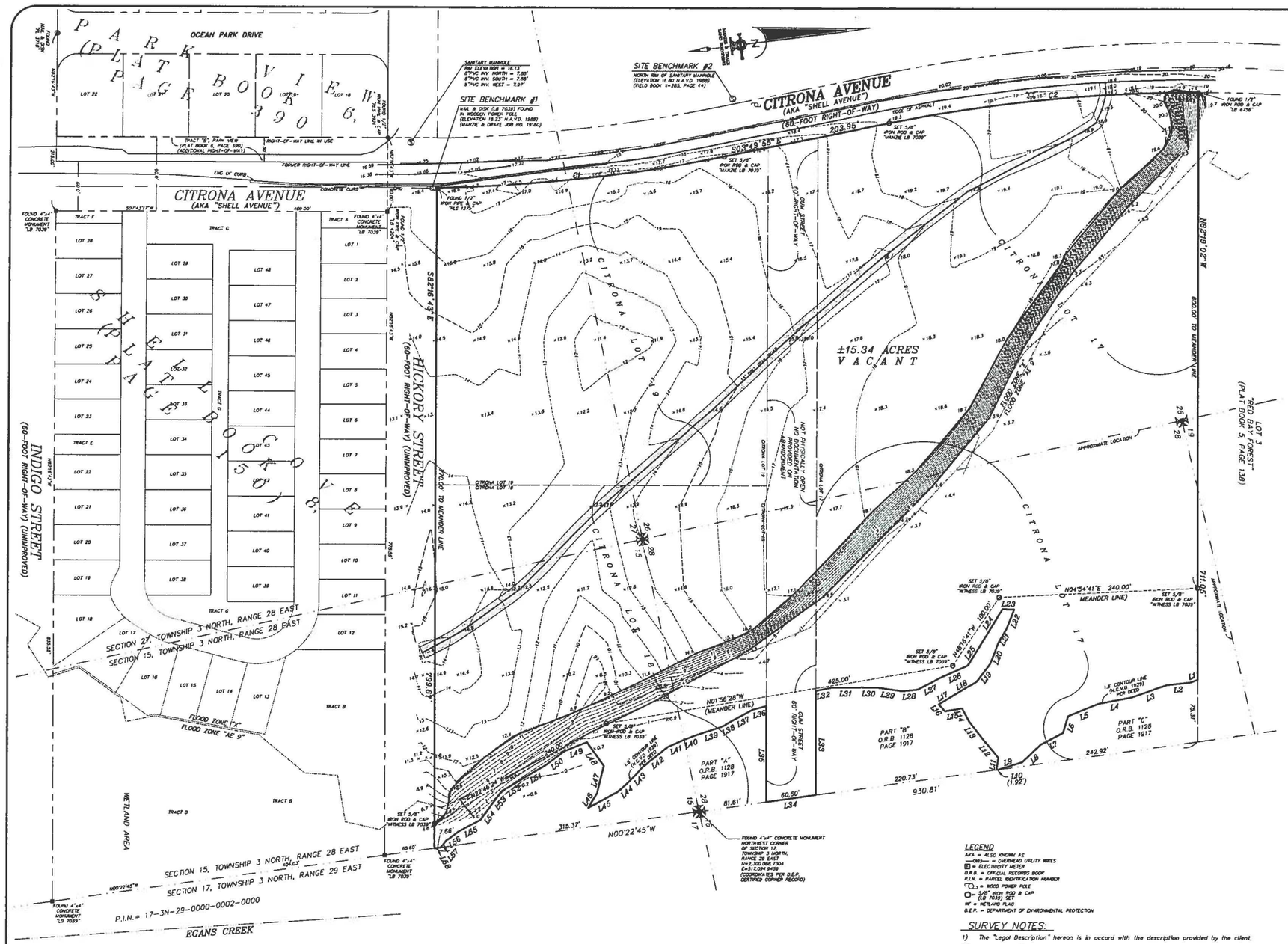
MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), NASSAU COUNTY, FLORIDA, AS SHOWN ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE BEGIN AT THE INTERSECTION OF THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE NORTH 00°22'45" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 7.66 FEET TO ITS INTERSECTION WITH THE 1.6 FOOT ELEVATION CONTOUR LINE, REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929) AS FIELD LOCATED BY L.D. BRADLEY LAND SURVEYORS IN AUGUST OF 2001; THENCE DEPARTING SAID RANGE LINE AND ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING TWENTY-TWO (22) COURSES AND DISTANCES; (1) NORTH 42°45'29" WEST A DISTANCE OF 11.18 FEET; (2) NORTH 27°59'12" WEST A DISTANCE OF 18.73 FEET; (3) NORTH 20°27'26" WEST A DISTANCE OF 29.62 FEET; (4) NORTH 45°57'20" WEST A DISTANCE OF 21.70 FEET; (5) NORTH 44°53'52" WEST A DISTANCE OF 22.09 FEET; (6) NORTH 23°01'54" WEST A DISTANCE OF 28.69 FEET; (7) NORTH 23°08'33" WEST A DISTANCE OF 30.99 FEET; (8) NORTH 29°02'32" WEST A DISTANCE OF 29.42 FEET; (9) NORTH 14°26'03" WEST A DISTANCE OF 28.71 FEET; (10) NORTH 62°19'29" EAST A DISTANCE OF 34.96 FEET; (11) SOUTH 68°51'50" EAST; A DISTANCE OF 33.95 FEET; (12) SOUTH 51°26'44" EAST A DISTANCE OF 20.70 FEET; (13) NORTH 20°48'22" WEST A DISTANCE OF 40.14 FEET; (14) NORTH 35°07'06" WEST A DISTANCE OF 20.13 FEET; (15) NORTH 39°44'13" WEST, A DISTANCE OF 22.86 FEET; (16) NORTH 30°49'27" WEST A DISTANCE OF 38.63 FEET; (17) NORTH 16°30'11" WEST A DISTANCE OF 19.23 FEET; (18) NORTH 12°55'15" WEST A DISTANCE OF 23.23 FEET; (19) NORTH 10°42'03" WEST A DISTANCE OF 28.07 FEET; (20) NORTH 22°29'59" WEST A DISTANCE OF 13.37 FEET; (21) NORTH 21°34'41" WEST A DISTANCE OF 28.79 FEET; (22) NORTH 06°54'18" WEST A DISTANCE OF 17.30 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF GUM STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH 82°17'13" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET, A DISTANCE OF 116.05 FEET TO INTERSECT THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH 00°22'45" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 60.60 FEET; THENCE NORTH 82°17'13" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GUM STREET, A DISTANCE OF 126.16 FEET TO INTERSECT SAID 1.6 FOOT CONTOUR; THENCE ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING TWENTY-TWO (22) COURSES AND DISTANCES: (1) NORTH 03°29'28" WEST A DISTANCE OF 19.58 FEET; (2) NORTH 07°00'33" EAST A DISTANCE OF 38.21 FEET; (3) NORTH 08°58'10" EAST A DISTANCE OF 21.34 FEET; (4) NORTH 16°34'43" EAST A DISTANCE OF 27.18 FEET; (5) NORTH 01°19'30" EAST, A DISTANCE OF 20.13 FEET; (6) NORTH 21°05'17" WEST A DISTANCE OF 30.49 FEET; (7) NORTH 16°05'50" WEST A DISTANCE OF 36.06 FEET; (8) NORTH 50°52'57" WEST A DISTANCE OF 31.17 FEET; (9) NORTH 50°51'35" WEST A DISTANCE OF 49.25 FEET; (10) NORTH 09°09'39" EAST A DISTANCE OF 14.02 FEET; (11) SOUTH 61°17'22" EAST A DISTANCE OF 24.86 FEET; (12) SOUTH 51°51'35" EAST A DISTANCE OF 19.13 FEET; (13) SOUTH 60°55'19" EAST A DISTANCE OF 28.29 FEET; (14) SOUTH 45°21'52" EAST A DISTANCE OF 27.37 FEET; (15) SOUTH 23°07'52" EAST A DISTANCE OF 29.63 FEET; (16) SOUTH 23°27'38" EAST A DISTANCE OF 23.60 FEET; (17) NORTH 54°47'07" EAST A DISTANCE OF 11.40 FEET; (18) NORTH 02°02'34" WEST A DISTANCE OF 21.04 FEET; (19) NORTH 70°00'14" EAST A DISTANCE OF 18.60 FEET; (20) NORTH 59°43'18" EAST A DISTANCE OF 26.78 FEET; (21) NORTH 57°42'29" EAST A DISTANCE OF 28.89 FEET; (22) SOUTH 74°40'51" EAST A DISTANCE OF 14.75 FEET TO INTERSECT THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH 00°22'45" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 1.92 FEET TO INTERSECT SAID 1.6 FOOT CONTOUR; THENCE ALONG SAID 1.6 FOOT CONTOUR THE FOLLOWING NINE (9) COURSES AND DISTANCES; (1) NORTH 09°53'34" WEST, A DISTANCE OF 30.18 FEET; (2) NORTH 35°20'45" WEST A DISTANCE OF 31.42 FEET; (3) NORTH 20°16'27" WEST A DISTANCE OF 30.31 FEET; (4) NORTH 65°32'41" WEST A DISTANCE OF 20.95 FEET; (5) NORTH 14°54'27" WEST A DISTANCE OF 39.02 FEET; (6) NORTH 03°19'30" WEST A DISTANCE OF 41.10 FEET; (7) NORTH 11°57'47" WEST A DISTANCE OF 45.15 FEET; (8) NORTH 01°17'05" EAST A DISTANCE OF 28.48 FEET; (9) NORTH 13°17'42" WEST A DISTANCE OF 8.39 FEET TO INTERSECT THE SOUTHERLY LINE OF LOT 3, "RED BAY FOREST", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 138, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 82°19'03" WEST, DEPARTING SAID 1.6 FOOT CONTOUR AND ALONG THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 711.05 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA AVENUE, A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED AND A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1,879.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 11°28'44"; AN ARC DISTANCE OF 376.62 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°54'27" WEST A DISTANCE OF 375.99 FEET; THENCE SOUTH 03°49'55" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 203.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,939.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 10°19'51"; AN ARC DISTANCE OF 349.77 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°20'01" WEST A DISTANCE OF 349.30 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH 82°16'43" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HICKORY STREET, A DISTANCE OF 799.67 FEET TO THE POINT OF BEGINNING.



LEGEND

A/K/A = ALSO KNOWN AS
—OHU— = OVERHEAD UTILITY WIRES
(E) = ELECTRICITY METER
O.R.B. = OFFICIAL RECORDS BOOK
P.I.N. = PARCEL IDENTIFICATION NUMBER
= WOOD POWER POLE
= 5/8" IRON ROD & CAP (LB 7039) SET
WF = WETLAND FLAG
D.E.P. = DEPARTMENT OF ENVIRONMENTAL PROTECTION

SURVEY NOTES:

1) The "Legal Description" hereon is in accord with the description provided by the client.
2) Underground improvements were not located or shown.
3) Commitment for Title Insurance by Chicago Title Insurance Company (Order No. 5787742, dates May 05, 2016) was referenced during the preparation of this survey.
4) Bearings and coordinates shown hereon are based on the Florida State Plane Coordinate System, East Zone, North American Datum 1983/1990.
5) Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
6) The property shown hereon lies within flood zone "X & AE 9" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C 0237 F. Dated 12/17/2010. Flood Zone information above and shown on this survey is provided as a courtesy and is approximate at best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
7) Site Benchmarks are as shown hereon.
8) Elevations shown hereon refer to North American Vertical Datum of 1988. (N.A.V.D. '88)
9) This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N13°17'42"W	9.39'	L11	S74°40'51"E	14.75'	L11	S74°40'51"E	14.75'	L21	S51°51'35"E	19.13'	L31	N7°00'33"E	36.21'	L41	N16°30'11"W	19.23'	L51	N23°08'33"W	30.98'
L2	N13°17'05"E	28.48'	L12	N57°42'29"E	28.89'	L12	N57°42'29"E	28.89'	L22	S61°17'22"E	24.86'	L32	N3°29'28"W	19.58'	L42	N30°49'27"W	38.63'	L52	N23°01'54"W	28.69'
L3	N11°57'47"W	45.15'	L13	N59°43'18"E	26.78'	L13	N59°43'18"E	26.78'	L23	N9°09'39"E	14.02'	L33	N82°17'13"W	126.16'	L43	N39°44'13"W	22.86'	L53	N44°53'52"W	22.09'
L4	N3°19'30"W	41.10'	L14	N70°00'14"E	18.60'	L14	N70°00'14"E	18.60'	L24	N50°51'35"W	49.25'	L34	N10°22'45"W	60.60'	L44	N35°07'06"W	20.13'	L54	N45°57'20"W	21.70'
L5	N14°54'27"W	39.02'	L15	N2°02'34"W	21.04'	L15	N2°02'34"W	21.04'	L25	N50°52'57"W	31.17'	L35	S82°17'13"E	116.05'	L45	N20°48'20"W	40.14'	L55	N20°27'26"W	29.62'
L6	N65°32'41"W	20.95'	L16	N54°47'07"E	11.40'	L16	N54°47'07"E	11.40'	L26	N16°05'50"W	36.06'	L36	N6°54'18"W	17.30'	L46	S51°26'44"E	20.70'	L56	N27°59'12"W	18.73'
L7	N20°16'27"W	30.31'	L17	S23°27'38"E	23.60'	L17	S23°27'38"E	23.60'	L27	N21°05'17"W	30.49'	L37	N21°04'41"W	28.79'	L47	S68°51'50"E	33.95'	L57	N42°45'29"W	11.18'
L8	N35°20'45"W	31.42'	L18	S23°07'52"E	29.63'	L18	S23°07'52"E	29.63'	L28	N11°19'30"E	20.13'	L38	N22°29'59"W	13.37'	L48	N62°19'29"E	34.96'	L58	N00°22'45"W	7.66'
L9	N9°53'34"W	30.18'	L19	S45°21'52"E	27.37'	L19	S45°21'52"E	27.37'	L29	N16°34'43"E	27.18'	L39	N10°42'03"W	28.07'	L49	N14°26'03"W	28.71'			
L10	N00°22'45"E	1.92'	L20	S60°55'19"E	28.29'	L20	S60°55'19"E	28.29'	L30	N8°58'10"E	21.34'	L40	N12°55'15"W	23.23'	L50	N29°02'32"W	29.42'			

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	349.77'	1939.86'	10°19'51"	S1°20'01"W	349.30'
C2	376.62'	1879.86'	11°28'44"	S1°54'27"W	375.99'

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

☐ MICHAEL A. MANZIE, P.L.S. 4069
☐ WILLIAM D. PINKSTON, P.S.M. 6793

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number "LB 7039"
"OUR *SIGHTS* ARE ON THE FUTURE, SET YOUR *SITES* ON US."

SCALE: 1"=60' JOB NO: 19580 DATE: 5/26/16 CADD: WKD
F.B. NO: X-285 PAGE NO: 43 FIELD CREW: GS FILE NO: C-735

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LETTER OF INTENT

Applicant seeks to vacate the public-right-of way commonly known as Gum Street. While it is generally the policy of the City that such public rights-of-way be preserved for the public benefit, the subject right-of-way has existed since the Official Plat for the City of Fernandina was recorded in 1857 and has never been constructed, or open for public use. Further, said right-of-way is not shown on the City's GIS map within the boundaries of the property within which it lies ("Property"), which is currently under contract for sale.

The subject right-of-way is currently located wholly within the boundaries of the Property which is currently vacant. The Gum Street right-of-way has never been used for access to the Property nor will it be necessary for access to the property after it is redeveloped.

The applicant believes that all criteria set forth in City of Fernandina Beach Ordinance Code Section Sec. 70-40 (Vacation of public rights-of-way), have been met as follows:

1. The requested vacation is consistent with the Mulitmodal Transportation Element of the City's comprehensive plan, particularly, the following Policies:

Policy 2.04.04. The City shall not abandon any existing rights-of-way instead encourage dedication, preservation, and protection of existing and proposed rights-of-way during the development review process.

In this instance, the right-of-way has never been constructed, open for public use or necessary for the access to any other property than the property being developed.

Policy 2.04.05. When requesting abandonment of the existing rights-of-way is unavoidable, the applicant shall demonstrate the following for any proposed vacation of a City right of-way:

a. The right-of-way is no longer required for public use and could not reasonably be utilized as a through street, sidewalk, bicycle lane or any other public function such as parking, stormwater management, utility location or open space;

This right-of-way has never been used by the public, and has never been constructed, and therefore cannot be used as a through street, sidewalk, bicycle lane or any other public function.

b. The proposed vacation is in the public interest;

The proposed vacation will allow the development of property that is currently not being used for any purpose and therefore, vacation will allow the highest and best use of this land and provide a property tax revenue stream that does not currently exist.

c. The proposed vacation would preserve or protect an environmental, historical or cultural feature of the City; and

There is no environmental, historical or cultural feature of the City being impacted by this vacation.

d. The proposed vacation will be offset by at least one public access through street connection.

The property within which this unopened right-of-way lies is served on its southerly and westerly boundaries by public streets. The Gum Street right-of-way being proposed for vacation runs lies wholly within the boundaries of the property, and therefore public access need not be offset in any way.

2. Adequate, legal access to all properties shall be maintained. The remaining access to any property shall not be by easement.

The subject right-of-way is located within the boundaries of the land to be sold and developed. There is adequate legal access to the subject property and all properties surrounding the subject property. No easements will be necessary for access to any parcel adjacent to this right-of-way.

3. The vacation would not jeopardize the current or future location of any utility.

No utilities are currently located in the requested vacation area, therefore no easements for utility purposes will be necessary.

4. The proposed vacation is not detrimental to the public interest and provides a positive benefit to the city.

The closure of this unopened, unconstructed right-of-way will not be detrimental to the public interest. Additionally, closure of the subject right-of-way will facilitate the sale of the property within which the right-of-way lies, providing for improvements to be constructed that will generate additional ad valorem revenue for the City.

5. All owners of property abutting the requested vacation shall approve of the vacation in writing, except in cases where the city is the applicant.

The applicant owns the property surrounding and within which the subject right-of-way lies. Therefore, no other approvals are needed.

STAFF REPORT
PAB 2016-24 Gum Street Vacation of ROW
Planning Advisory Board Hearing
November 9, 2016

APPLICATION FOR VACATION OF ROW

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Nassau County School Board				
AGENT:	Brenda Ezell, P.A.				
REQUESTED ACTION:	Vacation of ROW				
LOCATION:	Gum Street and Citrona Drive (PIN# 00-00-31-1180-0017-0000)				
CURRENT ZONING:	R-1				
CURRENT LAND USE:	Low Density Residential				
EXISTING USES ON SITE:	Vacant Land				
PROPERTY SIZE:	ROW Abandonment request totals 1.04 Acres (a 60 foot platted right of way extending from Citrona Drive running east approximately 755 feet to the property line abutting Egans Creek Greenway)				
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	Vacant Land	N/A	R-1	Low Density Residential
	South	Shell Cove Subdivision	2016	R-2 with PUD	Medium Density Residential
	East	Egans Creek Greenway	N/A	CON	Conservation
	West	Fernandina Beach Middle and High Schools		PI-1	Public and Institutional

**** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Community Development Department Office. ****

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant is requesting abandonment of approximately 1.04 acres of the Gum Street Right-of-Way (ROW) (roughly 755 feet in length and 60 feet in width) which terminates within the eastern portion of the applicant's property at the Egan's Creek Greenway. The applicant anticipates the sale of the property to a developer with an intention of developing a new single family subdivision, as consistent with the underlying Future Land Use Map Category of Low Density Residential and R-1 zoning. The segment of Gum Street requested for abandonment was originally platted as part of the 1857 City of Fernandina Beach Plat. The ROW has never been used for access, has not been improved, and bisects the applicant's property roughly in half.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

APPLICABLE POLICY REFERENCES: 2.04.04 AND 2.04.05

Due to the characteristics of the site with respect to existing floodplains and wetlands, the existing ROW bisects the developable uplands associated with property. The ROW, as originally platted, impacts the ability to develop the property as a single family residential neighborhood. Staff finds that the applicant has demonstrated consistency with the Comprehensive Plan policies as demonstrated through their application's amended description of the request dated on October 27, 2016.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:
APPLICABLE REFERENCE: 11.02.01 (NOTICE REQUIREMENTS)

The City has followed all required notice requirements for the applicant's request which included posted sign, posted agenda, mailed and published notice.

CONCLUSION:
Through the development of a single family subdivision, an appropriate location for ingress and egress will be established to provide required access as consistent with City Standards. Abandonment of the Gum Street ROW segment provides flexibility in design of the entire site and allows for the developer to better account for the environmental constrains contained on the property. The location in context of the property itself creates a hardship for the development of the property as it continues through the entire site. LDC Section 4.04.02 requires a minimum of 2 points of ingress and egress. Further an opportunity exists to connect to the unimproved Hickory Street ROW for access to the Egans Creek Greenway. As, such Staff finds the applicant's request for a Vacation of ROW of a portion of Gum Street to be consistent with the City's Comprehensive Plan and the Land Development Code.

MOTION(S) TO CONSIDER:
I move to recommend **(approval or denial)** of PAB case number 2016-24 to the City Commission requesting a Vacation of ROW for a portion of Gum Street be approved and that PAB case 2016-24 as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time

Submitted by:

Kelly N. Gibson, AICP
Senior Planner

STAFF REPORT
PAB 2016-24 Gum Street Vacation of ROW
Planning Advisory Board Hearing
November 9, 2016

EXHIBIT A - Location Map

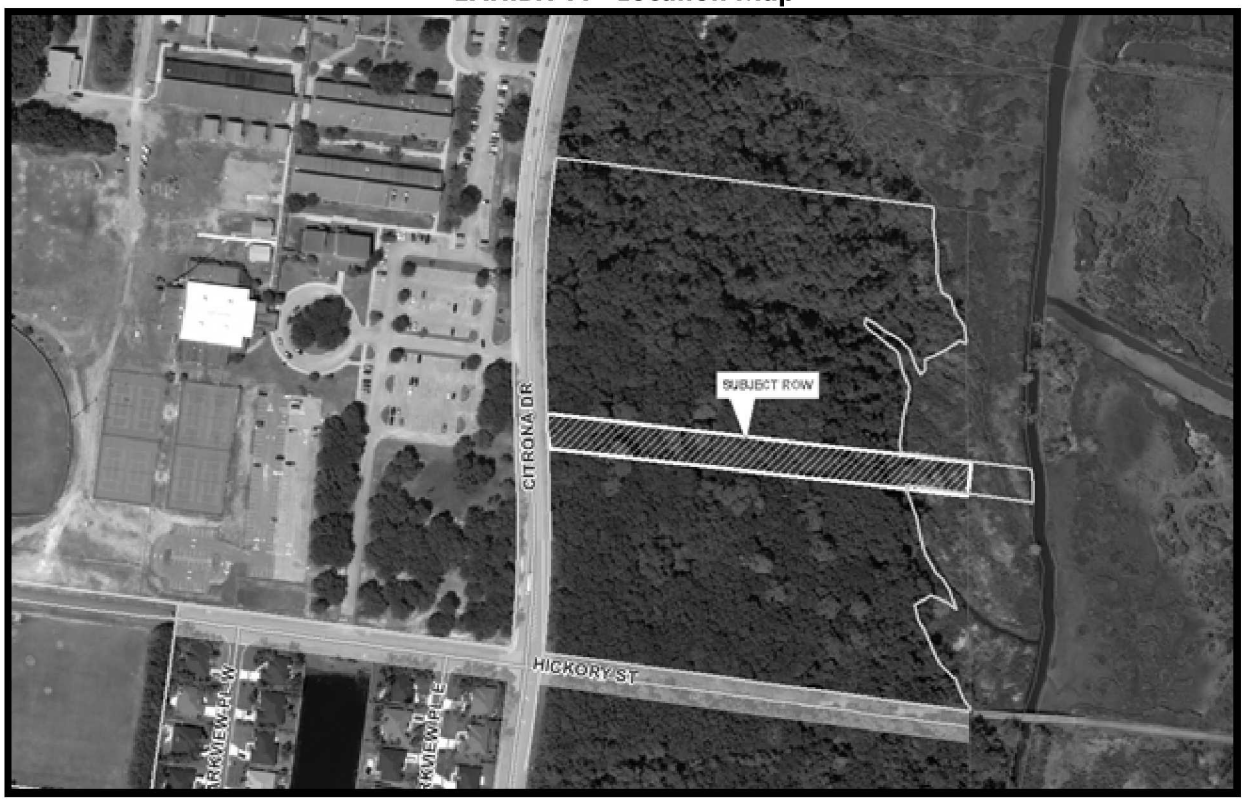
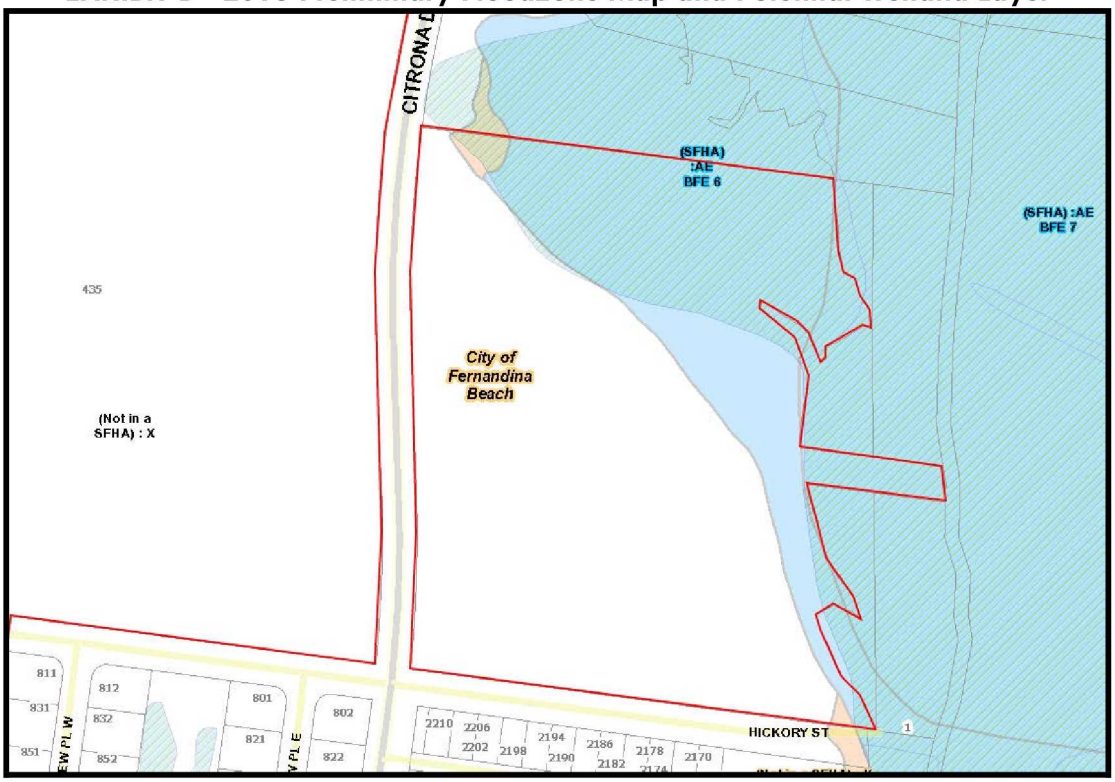


EXHIBIT B - 2016 Preliminary Floodzone Map and Potential Wetland Layer



1. Call to Order - The meeting was called to order at 5:04 pm.

Roll Call/Determination of Quorum

Board Members Present

Mark Bennett, Vice-Chair
Chris Occhuizzo
Eric Lawrence
David Beal
Chip Ross

Board Members Present

Jamie Morrill

Others Present

Kelly Gibson, City Planner
Tammi Bach, City Attorney
Sylvie McCann, Recording Secretary

2. Review and Approve September 14, 2016 Regular Meeting Minutes – A motion was made by Member Occhuizzo, seconded by Member Beal to approve as presented.

Chair Bennett noted that item 3.1. was withdrawn

3. New Business

3.1 PAB 2016-23 - Future Land Use Map Amendment And Zoning Change For The Surf Properties At S. Fletcher Ave And Hutchins Ave – *This request was withdrawn from consideration.*

3.2 PAB 2016-24: Nassau County School Board C/O Brenda Ezell, Pa, Gum Street + Citrona Drive – Ms. Gibson explained that the applicant is requesting abandonment of approximately 1.04 acres of the Gum Street Right-of-Way (ROW) (roughly 755 feet in length and 60 feet in width) which terminates within the eastern portion of the applicant's property at the Egan's Creek Greenway. The applicant anticipates the sale of the property to a developer with an intention of developing a new single family subdivision, as consistent with the underlying Future Land Use Map Category of Low Density Residential and R-1 zoning. The segment of Gum Street requested for abandonment was originally platted as part of the 1857 City of Fernandina Beach Plat. The ROW has never been used for access, has not been improved, and bisects the applicant's property roughly in half. Ms. Gibson stated that the Land Development Code requires 2 points of ingress and egress whether this is for public or private roads to serve as access to the property as a subdivision. She also commented that this project would be presented to the Planning Advisory Board through a preliminary plat and to the Technical Review Committee for engineering and compliance with the City's Land Development code.

Brandie Ezell, representative for the Nassau County School Board explains that the School Board is attempting to sell the property and is requesting this ROW to be closed as it was never platted, opened or constructed. Ms. Ezell also comments that based on the review of all access points, all property owners would have alternate access and that requirements from the developer to provide necessary accesses

according to the Land Development Code would be met and that vacation of this ROW would not impair access since this segment of Gum Street was never used or required to provide access.

Member Ross asks why Nassau County did not offer the City of Fernandina Beach the possibility to make this segment an extension of the greenway. Ms. Ezell had no insight about this question. Member Ross also asks about section 70-40 Vacation of public Right of Way and the ordinance that controls this in Section 4, "… the proposed vacation is not detrimental to the public interest". Member Ross commented that this would be detrimental to the public since it is cutting off one more access to the greenway to the public and positive benefit to the City of Fernandina Beach. Ms. Ezell answered that it is the opinion that this right of way was never used to access greenway since it has other means of access. In addition, taxable revenue benefits to the City would also be created.

Member Ross asked to define "public interest". City Attorney Bach explained that this is a discretionary definition.

Public hearing was opened.

Philip Chapman, 2120 Florida Avenue, commented on the impact of this development and the already heavy traffic on Citrona Avenue and that the benefit would be to the Nassau County School Board not to the City of Fernandina.

Anna Occhuizzo, 1585 Canopy Drive, also agreed that this development would increase the traffic. She also added that chances that a change of density could be presented. She also commented that if the City of Fernandina Beach decides to go ahead with this approval maybe an exchange of property could also take place to expand on the greenway. City Attorney Bach explained that this would be an acceptable condition and that the City Commission could review this recommendation.

Christine Mazzucco, 2111 Oak Bluff Court, also agreed that we shouldn't just give the land away without anything in return.

Marlene Chapman, 2120 Florida Avenue, commented that there are people using the pathway located closer to Atlantic, south of the Beech Street access and that to just give the land up is ridiculous.

Motion by Member Occhuizzo to close the public hearing was presented; all voted in favor.

Board members discussed the impact of the flood plain within this property and the possibility to exchange some lower land area to expand the greenway and save trees. Member Beal asked City Attorney Bach to explain the ownership of right of ways. Ms. Bach explained that right of ways are platted and that this particular right of way was given to the City by the Spanish Land Grant and Rail Road Grant and that according to the Court benefiting from right of ways is not appropriate, but putting conditions is acceptable. Member Beal commented that it would behoove the developer to offer some kind of incentive to the vacation of this right of way. Board Members discussed possible increase in density and conditions. Ms. Gibson reiterated that the potential owner will have to present a preliminary and final plat to this Board and that at this point there are no changes of zoning planned at this time.

A motion was made by Member Ross, seconded by Member Occhuizzo, to deny PAB case number 2016-24 to the City Commission requesting a Vacation of ROW for a portion of Gum Street be approved and that PAB case 2016-24 as presented, is not sufficiently compliant with the Comprehensive Plan and Land Development Code and City Ordinance 70-40, Section 4 to be

approved at this time. With conditional comment offered that if the City Commission moves to approve case PAB 2016-24, the City Commission would consider a land swap of some kind to benefit the public. Vote upon passage of the motion was taken by ayes and nays being all ayes, carried.

6. Board Business – Member Ross asked Ms. Gibson about the status of the Port Recommendation regarding the Comprehensive Plan and if the recommendation had been mailed to their representatives. Ms. Gibson will verify if this document has been sent. Member Ross asked what is next regarding the process and proposed that the Planning Advisory Board Chairman write a letter asking for their comments within a set time frame. Further discussion ensued with input from City Attorney Bach. The Planning Advisory Board Chairman will work with Ms. Gibson to draft this letter.

Member Ross asked City Attorney Bach about the process of permitting that allows filling of wetlands by St. Johns Water Management, its jurisdiction and the City of Fernandina Beach ordinance regarding the same action. City Attorney Bach and Ms. Gibson addressed and explained the ordinance. Member Ross also had questions about the impact of the annexation and possible dual jurisdiction. City Attorney Bach explained the City's position and its permitting process.

Member Ross asked that Chairman Bennett attend the next Commission Meeting and asked the Commission on behalf of the other PAB board members why the current PAB Board is being replaced. Chair Bennett mentioned that it wasn't clear which member would be replaced. City Attorney Bach added that she was aware of the new summary report and recommendations for the new Board members except for one, the last one being recommended by Commission Miller who has just been re-elected to the Commission. The new recommended members are Mark Bennett (appointed by Commissioner Kreger), David Beal (appointed by Commissioner Smith), Judith Lane (appointed by Commissioner Poynter), and Benjamin Morrison (Commissioner Lentz). She also mentioned that the Board is being reconstituted from 7 to 5 members with alternates being encouraged to apply.

7. Staff Report

8. Comments by the public – There were no comments from the public at this time.

9. Adjournment - There being no further business to come before the Planning Advisory Board, the meeting was adjourned 6:22 pm.

_____ _____

Secretary **Mark Bennett, Chair**

August 2, 2017
Newsleader Edition

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, August 15, 2017, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2016-40

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A VACATION OF PUBLIC RIGHT-OF-WAY WITH SPECIFIC TERMS AND CONDITIONS FOR A PORTION OF GUM STREET TOTALING APPROXIMATELY 600 LINEAR FEET EXTENDING BETWEEN CITRONA DRIVE AND JUST WEST OF THE EGANS CREEK GREENWAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL 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.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2016-40
Right-of-Way Vacation - Portion of Gum Street

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Enact Ordinance 2016-40 at Second Reading.

SYNOPSIS: The Nassau County School Board seeks to vacate a portion of the public right-of-way described as a portion of Gum Street located between Citrona Drive and the Egans Creek Greenway.

The Planning Advisory Board reviewed the application numbered PAB 2016-24 at its November 9, 2016, meeting and issued a recommendation of denial and a provisional request to consider a land swap or conservation easement in exchange for the vacation of right-of-way. Notice of public hearing on such application was published in the News-Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on October 26, 2016.

The City Commission tabled this Ordinance at first reading on December 6, 2016. The Commission voted to remove this Ordinance from the table on July 5, 2017, for consideration at its July 18, 2017 meeting. The developer that has a purchase and sale contract with the Nassau County School Board has agreed to include conditions to the vacation of right-of-way that include FDOT transferring 2 parcels on the Greenway to the City or developer granting access through the plat to the FDOT parcels, donating $115,000 to the City for land conservation and transferring all wetlands on the affected property to the City for conservation purposes. This Ordinance was approved by the City Commission on First Reading at its Regular Meeting on July 18, 2017.

FISCAL IMPACT: To be determined based upon proposed design concept.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2016-40 at Second Reading.

Tammi E. Bach, City Attorney	08/08/2017
Marshall McCrary, Community Development Director	08/08/2017
Nicole Bednar, Administrative Services Manager	08/09/2017
Dale Martin, City Manager	08/09/2017
Patti Clifford, Comptroller	08/09/2017

Submitted By: _____ Date: July 20, 2017
Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Enact

RESOLUTION 2017-123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH W.R. HOWELL COMPANY (DEVELOPER) AND NASSAU COUNTY SCHOOL DISTRICT REGARDING CONDITIONS TO VACATION OF A PORTION OF THE GUM STREET RIGHT-OF-WAY EAST OF CITRONA DRIVE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is in the best interest of the City of Fernandina Beach to attach specific conditions that are prerequisite to the City's vacation of a portion of the Gum Street right-of-way east of Citrona Drive.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the Memorandum of Understanding, attached hereto as Exhibit "A", between the City of Fernandina Beach, the Nassau County School District and W.R. Howell Company.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Memorandum of Understanding and all necessary documentation upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 15th day of August, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz

Robin C. Lentz
Mayor – Commissioner

ATTEST:

Caroline Best

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:

Tammi E. Bach
City Attorney

Res. 2017 - 123

MEMORANDUM OF UNDERSTANDING
FOR CONDITIONS ON THE VACATION OF THE

GUM STREET RIGHT-OF-WAY

This MEMORANDUM OF UNDERSTANDING, "MOU" is entered into by and between City of Fernandina Beach, ("City"), 204 Ash Street, Fernandina Beach, FL 32034, W. R. Howell Company, Inc.("Developer") whose address is 4545 Ortega Blvd., Jacksonville, FL 32210 and Nassau County School District whose address is 1201 Atlantic Avenue, Fernandina Beach, FL 32034.

WHEREAS, City owns a right-of-way known as Gum Street that bisects property owned and controlled by the Nassau County School District ("School Board") located east of Citrona and north of Hickory and that is planned for residential development ("Property"); and

WHEREAS, City, Developer and School Board wish to memorialize their understanding of the conditions on the City's agreement to vacate the portion of the Gum Street right-of-way that bisects the Property; and

WHEREAS, the Planning Advisory Board reviewed the application numbered PAB- 2016-24 at its November 9, 2016, meeting and issued a recommendation of denial and a request to consider a land swap or conservation easement in exchange for the vacation of right-of-way; and

WHEREAS, the City is willing to vacate said portion of the Gum Street right-of-way subject to specific terms and conditions listed below:

NOW THEREFORE, the parties agree to the following terms:

1. The Florida Department of Transportation (FDOT) surpluses and transfers clear title to the City to two (2) parcels on Egans Creek that are contiguous to Property and Gum Street in order to satisfy the requirement of the City Code regarding access to other property, and if FDOT does not deed these parcels to the City by the time for

approval of the preliminary plat for residential development on the Property, the property owner shall dedicate property sufficient for ingress/egress, satisfactory to the City, for access to/from the FDOT properties along Egans Creek Greenway and contiguous to the Gum Street right-of-way.

2. The School Board or its successor in interest shall transfer clear title to all jurisdictional wetlands on the property to the City in fee simple to be set aside as conservation land.

3. The School Board's successor in interest shall donate $115,000 to the City for use in the City's land conservation efforts.

4. This Memorandum of Understanding contains all the terms and conditions agreed upon by the parties.

This Memorandum of Understanding has been executed by the parties this 10 day of August 2017,

City of Fernandina Beach:

8/22/17

Name Dale L. Martin Date
Title City Manager
Address 204 Ash St
Fernandina Beach FL 32034

Nassau County School District:

Donna Martin

Name: Donna Martin Date
Title: Chairman
Address: 1201 Atlantic Ave.
Fernandina Bch., FL 32034

Developer:

W R Howell, Company
William R Howell, II 8/28/17

Name William R Howell II Date
Title President
Address 4545 Ortega Blvd
Jacksonville, Florida
32210

Kathy K. Burns

Name: Kathy K. Burns Date
Title: Superintendent of Schools
Address: 1201 Atlantic Ave.
Fernandina Bch., FL 32034

ATTEST:
By: Caroline Best
Printed Name: Caroline Best
Title: City Clerk
Date: Aug 23, 2017

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

The names and contact information for City and County staff responsible for the administration of the Memorandum of Understanding are:

City of Fernandina Beach:

Dale Martin
City Manager
904-310-3100
e-mail dmartin@fbfl.org

Nassau County School District:

Ray Poole
Chief of Legal Services
904-491-9903
ray.poole@nassau.k12.fl.us

Developer:

Name WR Howell, company
Title William R Howell, II President
PH# 904-631-3643
Address 4545 Ortega Blvd
Jacksonville, Florida
32210

MEMORANDUM OF UNDERSTANDING FOR CONDITIONS ON THE VACATION OF THE

GUM STREET RIGHT-OF-WAY

This MEMORANDUM OF UNDERSTANDING, "MOU" is entered into by and between City of Fernandina Beach, ("City"), 204 Ash Street, Fernandina Beach, FL 32034, W.R. Howell Company, a Florida corporation ("Developer") whose address is 2955 Hartley Road, Suite 108, Jacksonville, FL 32257, and Nassau County School District whose address is 1201 Atlantic Avenue, Fernandina Beach, FL 32034.

WHEREAS**,** City owns a right-of-way known as Gum Street that bisects property owned and controlled by the Nassau County School District ("School Board") located east of Citrona Drive and north of Hickory Street and that is planned for residential development ("Property"); and

WHEREAS**,** City, Developer and School Board wish to memorialize their understanding of the conditions on the City's agreement to vacate the portion of the Gum Street right-of-way that bisects the Property; and

WHEREAS, the Planning Advisory Board reviewed the application numbered PAB- 2016-24 at its November 9, 2016, meeting and issued a recommendation of denial and a request to consider a land swap or conservation easement in exchange for the vacation of right-of-way; and

WHEREAS, the City is willing to vacate said portion of the Gum Street right-of-way subject to specific terms and conditions listed below:

NOW THEREFORE, the parties agree to the following terms:

1. The Florida Department of Transportation (FDOT) surpluses and transfers clear title to the City to two (2) parcels on Egans Creek that are contiguous to Property and Gum Street in order to satisfy the requirement of the City Code regarding access to other property, and if FDOT does not deed these parcels to the City by the time for approval of the preliminary plat for residential development on the

Property, the property owner shall dedicate property sufficient for ingress/egress, satisfactory to the City, for access to/from the FDOT properties along Egans Creek Greenway and contiguous to the Gum Street right-of-way.

2. The School Board or its successor in interest shall transfer clear title to all jurisdictional wetlands on the property to the City in fee simple to be set aside as conservation land.

3. The School Board's successor in interest shall donate $115,000 to the City for use in the City's land conservation efforts.

4. This Memorandum of Understanding contains all the terms and conditions agreed upon by the parties.

This Memorandum of Understanding has been executed by the parties this _____ day of _____ 2017,

City of Fernandina Beach:

_____

Dale Martin Date
City Manager
204 Ash St
Fernandina Beach, FL, 32034

Nassau County School District:

_____

Name Date
Title
Address

W.R. Howell Company:

_____

William R. Howell, II Date
President/Chair
2955 Hartley Rd, Ste 108
Jacksonville, FL 32257

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ATTEST:
By: Caroline Best
Printed Name: Caroline Best
Title: City Clerk

The names and contact information for City and County staff responsible for the administration of the Memorandum of Understanding are:

City of Fernandina Beach:

Dale Martin
City Manager
904-310-3100
dmartin@fbfl.org

Nassau County School District:

name
Title
phone
e-mail

Developer:

William R. Howell, II
President/Chair
2955 Hartley Rd, Ste 108, Jacksonville, FL 32257

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2017-123
Memorandum of Understanding - School Board Property Vacation

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-123

SYNOPSIS: The Nassau County School District is under contract with W.R. Howell Company who will purchase vacant land east of Citrona and north of Hickory for residential development. After several meetings with the City Commission, the City Commission placed several conditions on the vacation of right-of-way which include donation of $115,000 to the City for land conservation, FDOT surplusing land on the Greenway to the City or alternatively, the Developer providing an access right-of-way to the FDOT parcels and the Developer deeding several acres of jurisdictional wetlands to the City for conservation purposes.

FISCAL IMPACT: If approved, the School Board's successor in interest (Developer) will pay $115,000 to the City for placement in a land conservation fund to be created by the Comptroller.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-123.

Tammi E. Bach, City Attorney	08/08/2017
Nicole Bednar, Administrative Services Manager	08/09/2017
Dale Martin, City Manager	08/09/2017
Patti Clifford, Comptroller	08/09/2017
Katie Newton, Legal Assistant	08/10/2017

Date: July 07, 2017

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-65
Final Plat Approval - Amelia Park Blocks 2 and 3

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-65

SYNOPSIS: Amelia Park TND, LLC, requests final plat approval of a single family home subdivision containing ten lots on 1.91 acres of land located on Park Avenue and Perimeter Park Road West.

The applicant intends to build single family home sites consistent with the Amelia Park regulatory code as adopted by Ordinance 2015-11. The requested Final Plat is consistent with the City's Comprehensive Plan and the Amelia Park Regulating Plan and PUD Overlay requirements. Staff recommends approval of the Final Plat request. The Planning Advisory Board issued a recommendation of approval at its Regular Meeting on April 11, 2018.

The City approved this property's use under a Planned Unit Development in the late 1990's. The PUD was modified in August 2015, under Ordinance 2015-11, to remove a restriction for these sites which required first floor retail fronting Park Avenue. A local development order was issued in August 2016 under Site Plan Review (SPR) 2016-08 which includes Blocks 1+4 and Blocks 2+3 from the City's Technical Review Committee (TRC). Site work has commenced and the property owner is now ready to complete the final plat process and convey individual lots for construction.

FISCAL IMPACT: Fees and increased property values associated with the construction of ten single family homes on vacant land.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-65.

Dale Martin, City Manager	04/23/2018
Patti Clifford, Comptroller	04/23/2018
Tammi E. Bach, City Attorney	04/24/2018

Kelly N. Gibson, AICP

Submitted By: Kelly Gibson, AICP, Planning Manager

Date: April 11, 2018

COMMISSION ACTION: Adopt

RESOLUTION 2018-65

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING FINAL PLAT, PAB CASE 2018-10 TITLED "AMELIA PARK BLOCKS 2 AND 3"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Amelia Park TND, LLC has applied to the City Commission of the City of Fernandina Beach, Florida, for approval of a final plat titled "Amelia Park Blocks 2 and 3"; and

WHEREAS, the Amelia Park Blocks 2 and 3 final plat, includes the creation of ten lots for single family home sites; and

WHEREAS, the Technical Review Committee has reviewed the final plat under SPR 2016-36 and is pending a local development order; and

WHEREAS, staff has reviewed the applicant's request for a final plat and found the request to be compliant with the City's Comprehensive Plan, Land Development Code and PUD Amendments as contained in Ordinance 2015-11; and

WHEREAS, on April 11, 2018, the Planning Advisory Board reviewed the final plat and issued a recommendation of approval by a vote of 5-0.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The plat titled "Amelia Park Blocks 2 and 3," accepted and approved as a final plat.

SECTION 2. This Resolution shall take effect immediately upon passage.

ADOPTED this 1st day of May, 2018.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Commissioner - Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

STAFF REPORT
PAB 2018-10 (Final Plat)
Planning Advisory Board Hearing
April 11, 2018

APPLICATION FOR FINAL PLAT
AMELIA PARK TND – PARK AVENUE (BLOCKS 2 + 3)

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Amelia Park TND, LLC				
AGENT:	Michael Antonopolus, Engineer				
REQUESTED ACTION:	Final Plat 10 Single Family Homes (Amelia Park Type II)				
LOCATION:	South Side of Park Avenue and S. 15th Street (Blocks 2 + 3)				
CURRENT ZONING:	R-2/C-1 with PUD Overlay for Amelia Park Neighborhood as Amended by Ordinance 2015-11				
CURRENT LAND USE:	Medium Density Residential/ General Commercial				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	1.91 (Parcels: 29-3N-28-0000-0003-0140, 00-00-31-102P-00A2-0000)				
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	Amelia Park Single Family Homes	2017	R-2 with PUD	Medium Density Residential
	South	Amelia Park Courtyard Condos	2000's	R-2 with PUD	Medium Density Residential
	East	Amelia Park Commercial/Retail	2000	C-1 with PUD	General Commercial
	West	Amelia Park Townhomes and Buffer Tracts/ Open Space	Early 2000's	R-2 with PUD	Medium Density Residential

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Community Development Department Office. ***

STAFF REPORT
PAB 2018-10 (Final Plat)
Planning Advisory Board Hearing
April 11, 2018

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

Final Plat approval is requested in order to create ten single family, Type II, detached homesites for Blocks 2+3 of the Amelia Park neighborhood. The subject property is located on Park Avenue and Perimeter Park Road West. Home sites will contain rear alleys maintained as private roads and buffers fronting Park Avenue that add to the existing open space tracts. The developed density of the final plat requested is 5.23 dwelling units per acre. Availability of remaining homesites as consistent with the original PUD approvals was analyzed specific to these blocks in 2015. The analysis demonstrated that the build out of Amelia Park has been at lower than anticipated densities and sufficient figures remain for adding dwelling units on Park Avenue.

The City approved this property's use under a Planned Unit Development in late 1990's. The PUD was modified in August 2015 under Ordinance 2015-11, to remove a restriction for these sites which required first floor retail fronting Park Avenue. A local development order was issued in August 2016 under Site Plan Review (SPR) 2016-08 which includes Blocks 1+4 and Blocks 2+3 from the City's Technical Review Committee (TRC). Site work has commenced and the property owner is now ready to complete the final plat process and convey individual lots for construction.

Subdivision terms/process:
A preliminary plat (also known as a site plan or engineering plan) provides for a complete review of the *technical* data and engineering drawings associated with the construction of roads and installation of utilities and stormwater facilities. The Preliminary Plat is submitted for review and approval. Upon approval, the developer is authorized to move forward with the installation of infrastructure to support the development (clearing/grading, roads, water, sewer, stormwater, etc.). Once the improvements are completed, inspected and accepted by the City, the Final Plat is submitted for review and approval; the developer may then convey lots and building permits may be issued for construction on an individual home site.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Policy 1.02.02. The approval of all development shall be subject to the availability of adequate levels of service for all facilities and services that are subject to concurrency management requirements.

The City has five public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, and Solid Waste. While the City's ability to maintain adopted levels of services for these items was confirmed at the time of the original approval of development rights for this property, the City's TRC review also confirms service capabilities. The City can serve this property as proposed.

Policy 1.02.03. The City shall ensure that the location, scale, timing, and design of development is coordinated with the availability of public facilities and services. The City seeks to ensure compact development patterns that integrate neighborhood and commercial activities and promote connectivity through the use of sidewalks, bike lanes and alternative low-speed shared-use vehicle paths in order to achieve a reduction in vehicular trips on arterial roadways. The purpose of this policy is to prevent the proliferation of urban sprawl and to achieve cost effective and energy efficient land development patterns and avoid or eliminate existing patterns that may be described as:

a. **Areas of urban development or uses, which are not functionally related to land uses which predominate the adjacent area;**
b. **Areas of urban development or uses which fail to maximize the use of existing public facilities;**
c. **Areas of urban development or uses which fail to use areas within which public services are currently provided; and**
d. **Leapfrog/scattered development or ribbon/strip commercial development patterns.**

The proposed development is consistent with the Comprehensive Plan's direction for compact urban development and consistent with the terms of the Amelia Park PUD. The subject property lies in an area of existing urban development. No leapfrog development is

occurring. The Amelia Park development is accessed by County improved and maintained roadways; these properties are accessed by City maintained roadways on S. 15th Street and Park Avenue. In order to support reduced vehicle miles traveled, the developer has installed a system of sidewalks along Park Avenue and Perimeter Park Road West as consistent with the Amelia Park neighborhood standards.

Policy 4.01.01. The following level of service standards are hereby adopted and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development.

Facility/Service Area	Level of Service Standard
Wastewater Treatment System	300 gallons per day per ERU (Equivalent Residential Unit)
Solid Waste Facilities	Average Solid Waste Generation Rate: 5.9 pounds per capita per day
Stormwater Management Facilities	See Policy 4.02.01
Potable Water Facilities	Water Allocation Level of Service: 350 gallons per day per ERU (Equivalent Residential Unit)
Fire-Rescue Services	240-second travel time to 90% of the incidents (EMS with AED or BLS) & 480-second travel time to 90% of the incidents (ALS Response)
Police and Law Enforcement Services	Response Time: 3 minutes or less for emergency calls and 7 minutes or less for non-emergency calls

Policy 4.01.02. All subdivisions, multifamily, commercial, industrial, city, and institutional projects shall provide for retention of stormwater resulting from project, unless off-site shared facilities are available. For projects within areas designated for "zero discharge," storage shall accommodate a ten (10)-year, twenty-four (24)-hour storm event. For all other areas, retention shall accommodate the greater of: (a) the first one-half (1/2) inch of stormwater within the boundaries of their project, or (b) the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not. The project shall also provide detention for all storm flows. Detention shall prevent peak flows after development from exceeding the peak flow prior to development.

All public facilities and services are currently available to the development and each service is able to maintain or exceed its level of service standards as required by Policy 4.01.01 and Policy 4.02.01, specific to stormwater management.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

11.01.02 Requirements for Subdivision Plats (Preliminary and Final)

A. **A preliminary subdivision plat shall be required when new streets, water lines, and sewer lines are required; when three or more residential lots are created; and where one nonresidential lot is created or proposed for development. Where new streets, water lines, and sewer lines are not required, the preliminary and final plat may be combined into a single submittal. A preliminary plat provides for a complete review of technical data and preliminary engineering drawings prior to completion of the final plat for recording.**

B. **In addition to the information required in Section 11.01.03, all applications for preliminary subdivision plat approval shall contain the following information:**
   1. **The name, addresses, telephone number, facsimile number, and email address of the person preparing the plat.**
   2. **The date of preparation and date(s) of any modifications, a north arrow, and a written and graphic scale.**

3. The proposed name of the subdivision.
4. Development specifications for the tract: area, proposed number and layout of lots and blocks, location, names, and widths of proposed roadways, consistent with this LDC and the Future Transportation Circulation Map of the Comprehensive Plan.
5. All contiguous properties shall be identified by subdivision title, plat book and page, or, if un-platted, the land shall be so designated, and otherwise identified.
6. Location of land to be dedicated or reserved for public use for rights-of-way, streets, sidewalks, bike trails, pedestrian trails, easements, schools, parks, open spaces, or other public uses. Proposed street names shall be included.
7. Locations of utilities, utility service, connections to existing utility facilities, and easements necessary to provide access to the utility facilities for maintenance or other activity.
8. Location of the nearest available public water supply and wastewater disposal system.
9. A topographic survey, soils report, grading plan, and an erosion control plan.
10. Existing surface water bodies, wetlands, streams, and canals, including the location of the mean high water line for each feature.
11. A preliminary surface drainage plan showing direction of flow and methods of stormwater retention.
12. A floodplain map indicating areas subject to inundation and high groundwater levels up to a 100-year flood classification and establishing a base flood elevation for all proposed lots within the subdivision.
13. A tree survey showing protected trees, proposed replacement trees, if required, and landscaping and buffering.

The applicant has complied with the subdivision requirements of the Land Development Code. The Final Plat has been reviewed for technical completeness and has been approved by the Technical Review Committee under SPR 2016-08.

STAFF REPORT
PAB 2018-10 (Final Plat)
Planning Advisory Board Hearing
April 11, 2018

CONCLUSION:

The requested Final Plat is consistent with the City's Comprehensive Plan, Land Development Code, and the terms of the Amelia Park PUD. Based on the findings of the Technical Review Committee and planning staff's review of the application; approval of PAB case 2018-10 is recommended.

Following the recommendation of the Planning Advisory Board (PAB), the Final Plat will move forward to the City Commission in the form of a Resolution at a public meeting anticipated for May 15, 2018.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2018-10 to the City Commission requesting that a Final Plat of Park Avenue Blocks 2 +3 within the Amelia Park neighborhood be **(approved or denied)** and that PAB case 2018-10, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan, Land Development Code, and terms of the Amelia Park PUD overlay to be approved at this time.

Submitted by:

Kelly N. Gibson, AICP
Planning Manager

OFFICE USE ONLY

REC'D: 2/28/18 BY: C

PAYMENT: $ 850 - TYPE: CK 1149

APPLICATION #: 2018-000332

CASE #: 2018-10

BOARD MEETING DATE: April 2018

PLANNING ADVISORY BOARD APPLICATION

- ☐ ZONING MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☐ LAND USE MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☐ LDC TEXT AMENDMENT ($850)
- ☐ COMP PLAN AMENDMENT ($850)
- ☐ SUBDIVISION PLAT – PRELIM ($750)
- ☒ SUBDIVISION PLAT – FINAL ($850)
- ☐ VACATION OF R.O.W. ($850)
- ☐ VOLUNTARY ANNEXATION ($1050)

APPLICANT INFORMATION

Owner Name: Amelia Park TND, LLC

Mailing Address: 414 Old Hard Road, Suite 502, Flemming Island, Florida 32003

Telephone: 904-264-6553 Fax: 904-269-2729

Email: rwood@wooddev.net

Agent Name: Michael Antonopoulos

Mailing Address: 228 Clatter Bridge Road, Ponte Vedra, Florida 32081

Telephone: 904-361-8193 Fax: _____

Email: ma-llc@comcast.net

PROPERTY INFORMATION

Street Address: Park Avenue

Parcel Identification Number(s): 00-00-31-102P-00A2-0000; 29-3N-28-0000-0003-0140

Lot Number: _____ Block Number: _____ Subdivision: _____

Section: 29/39 Township: 3N Range: 28E

OWNER'S AUTHORIZATION
FOR AGENT REPRESENTATION

I /WE **Amelia Park TND, LLC**
(print name of property owner(s))

hereby authorize: **Michael Antonopoulos**
(print name of agent)

to represent me/us in processing an application for: **Final Plat approval**
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

James Ricky Wood
(Signature of owner)

(Signature of owner)

James Ricky Wood
(Print name of owner)

(Print name of owner)

STATE OF FLORIDA
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 28 day of February, 2018.

Sandra Spencer
Notary Public: Signature

Sandra Spencer
Printed Name

6.4.19
My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

SANDRA SPENCER
MY COMMISSION EXPIRES
June 4, 2019
#FF 196567
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

PROJECT INFORMATION

Total Number of Lots/Parcels: **10**

Less than One (1) acre Sq. Footage: **10** One (1) Acre or Greater: _____

Existing Zoning Classification: **R-2; PUD 2015-011**

Existing Future Land Use Classification: **Medium Density Residential**

Previous Planning/Zoning Approvals: **PUD 2015-011**

Description of Request:

Final Plat approval

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.

2-28-2018
Date

James Ricky Wood
Signature of Applicant

James Ricky Wood

STATE OF FLORIDA
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 28 day of February, 2018.

Sandra Spencer
Notary Public: Signature

Sandra Spencer
Printed Name

6.4.19
My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

SANDRA SPENCER
MY COMMISSION EXPIRES
June 4, 2019
#FF 196567
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Michael Antonopoulos, LLC

February 25, 2018

Ms. Kelly Gibson, AICP, Manager
City of Fernandina Beach
Planning & Zoning
204 Ash Street
Fernandina Beach, FL 32034

RE: Amelia Park Town Center Blocks 2 & 3 Final Plat Submittal

Dear Kelly,

Please find the following documents delivered herewith in regards to the referenced plat.

1. Completed plat application form.
2. Application fee in the amount of $850.00.
3. Four full size and four ledger size copies of the plat.
4. Two copies of boundary survey prepared by Manzie and Drake Land Surveyors.

Please process through the appropriate city departments and the independent surveyor for review and schedule on the first available city commission meeting for consideration.

As always, your help is appreciated.

Sincerely,

Michael Antonopoulos, P.E.
President

Cc: Rick Wood

Attachments

904.361.8193 ma-llc@comcast.net

"AMELIA PARK TOWN CENTER BLOCKS 2 & 3"

PLAT BOOK____ PAGE____

A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF TRACT "A", AMELIA PARK PHASE ONE – UNIT TWO, AS RECORDED IN PLAT BOOK 6, PAGES 171 AND 172 OF THE PUBLIC RECORDS OF NASSAU COUNTY.

LEGAL DESCRIPTION (CAPTIONED LANDS)

BLOCK 2:
TRACT "A", "AMELIA PARK PHASE ONE – UNIT TWO", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGES 171 AND 172, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

LESS AND EXCEPT: THE EASTERLY 19.51 FEET.

BLOCK 3:
A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE BEGIN AT THE NORTHEASTERLY CORNER OF TRACT "N", "AMELIA PARK PHASE ONE – UNIT SEVEN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGES 366 AND 367, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 82°28'16" WEST, ALONG THE NORTHERLY LINE OF SAID TRACT "N", A DISTANCE OF 160.68 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT "N", BEING ALSO THE SOUTHEASTERLY CORNER OF LOT 7, "FIRST COAST ESTATES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 205, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF SAID LOT 7 THE FOLLOWING TWO COURSES: (1) NORTH 06°40'06" EAST A DISTANCE OF 45.05 FEET; (2) NORTH 07°42'02" EAST A DISTANCE OF 121.35 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE NORTH 07°22'27" EAST A DISTANCE OF 22.30 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF PARK AVENUE (A 60 FOOT RIGHT-OF-WAY); THENCE SOUTH 82°34'53" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 160.71 FEET TO INTERSECT THE WESTERLY RIGHT-OF-WAY LINE OF PERIMETER PARK ROAD (A 50 FOOT RIGHT-OF-WAY); THENCE SOUTH 07°25'07" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 189.00 FEET TO THE POINT OF BEGINNING.

CERTIFICATE OF REVIEW BY CITY EMPLOYED/ CONTRACTED SURVEYOR/MAPPER

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, F.S., AND THAT I AM EMPLOYED BY OR UNDER CONTRACT TO THE APPROPRIATE LOCAL GOVERNING BODY AND ACTING HERETO AS AN AGENT THEREOF. THIS LIMITED CERTIFICATION AS TO FACIAL CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177 IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING/ MAPPING REFLECTED ON THIS PLAT.

_____ DATE _____
SURVEYOR/MAPPER

PRINT NAME: _____

FLORIDA REGISTRATION NO.: _____

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET ACCORDING TO CHAPTER 177.091 (7); AND THAT PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET ACCORDING TO THE CHAPTER 177.091 (8); ALL ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND NASSAU COUNTY.

SIGNED THIS _____ DAY OF _____, A.D. 2018.

_____
MICHAEL A. MANZIE, P.L.S.
FLORIDA CERTIFICATE NO. 4069

MANZIE & DRAKE LAND SURVEYING
117 SOUTH 9TH STREET
FERNANDINA BEACH, FL 32034
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"

CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH FLORIDA STATUTE 177.081 AND IS FILED FOR RECORD AND RECORDED IN PLAT BOOK ____ PAGE(S) _____, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THIS ____ DAY OF _____, 2018, A.D.

_____
CLERK OF THE CIRCUIT COURT

APPROVED FOR THE RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY MANAGER OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA. WITNESS BY SIGNATURE THIS ____ DAY OF _____, A.D., 2018.

_____
CITY MANAGER

MAYOR CERTIFICATE:

THIS PLAT HAS BEEN EXAMINED AND IS HEREBY ACCEPTED AND APPROVED BY THE CITY COMMISSION OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, PURSUANT TO A RESOLUTION OF SAID COMMISSION ADOPTED THIS _____DAY OF _____, A.D., 2018.

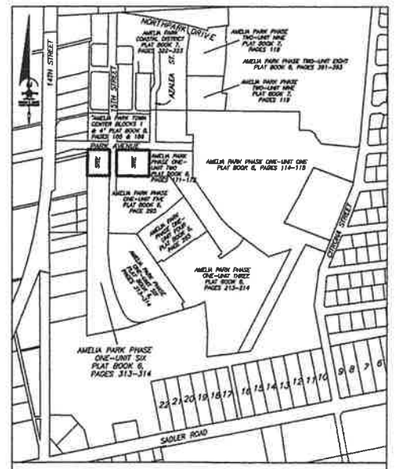
BY: _____ ATTEST: _____
MAYOR CITY CLERK

TAX COLLECTOR

TAX IDENTIFICATION NUMBERS – 00-00-31-102P-00A2-0000 & 29-3N-28-0000-0003-0140

I, THE UNDERSIGNED DO HEREBY AFFIRM THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE ARE NO UNPAID REAL PROPERTY TAXES APPLICABLE TO THE LANDS SUBJECT TO THIS PLAT

SIGNED THIS ___ DAY OF _____, A.D. 2018_____
TAX COLLECTOR
NASSAU COUNTY, FLORIDA



VICINITY MAP
NOT TO SCALE

DIRECTOR OF EMERGENCY SERVICES CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN APPROVED BY THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF FERNANDINA BEACH, FLORIDA

THIS _____ DAY OF _____, A.D. 2018.

_____
DIRECTOR OF EMERGENCY SERVICES

ZONING CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND IS IN COMPLIANCE WITH THE ZONING RULES AND REGULATIONS OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, CURRENTLY IN EFFECT.

THIS_____ DAY OF_____, 2018.

_____
DIRECTOR OF PLANNING

ADOPTION AND DEDICATION

"THIS IS TO CERTIFY THAT AMELIA PARK TND, LLC (OWNER) IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON KNOWN AS AMELIA PARK TOWN CENTER, BLOCKS 2 & 3 AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT IS MADE IN ACCORDANCE WITH SAID SURVEY AND IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF SAID LANDS.

THE PRIVATE LANES AND DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE AMELIA PARK OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS.

THE PRIVATE LANES ARE SUBJECT TO EASEMENT RIGHTS HEREBY GRANTED TO THE CITY OF FERNANDINA BEACH FOR POLICE, FIRE AND RESCUE VEHICLES, GARBAGE COLLECTION, AND SANITARY SEWER COLLECTION, AND TO FLORIDA PUBLIC UTILITIES (FPU) FOR ITS UNDERGROUND ELECTRIC SYSTEM; AND EASEMENTS RESERVED TO THE OWNER FOR INGRESS, EGRESS, UTILITIES, DRAINAGE, AND MAINTENANCE.

UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE CITY OF FERNANDINA BEACH.

EASEMENTS FOR FLORIDA PUBLIC UTILITIES ARE HEREBY DEDICATED TO FLORIDA PUBLIC UTILITIES, ITS SUCCESSORS AND ASSIGNS FOR USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRIC SYSTEM.

ALL LOTS AND TRACTS ARE AND SHALL REMAIN PRIVATELY OWNED AND THE EXCLUSIVE PROPERTY OF THE OWNER, ITS SUCCESSORS AND GRANTEES. THE OWNER MAY CONVEY CERTAIN NON-DEDICATED PROPERTIES TO APNA BY SEPARATE INSTRUMENT.

AMELIA PARK TND, LLC, A FLORIDA LIMITED LIABILITY COMPANY

WITNESS _____ _____
PRINT OR TYPE NAME JAMES RICKY WOOD
PRESIDENT OF THE WOOD DEVELOPMENT COMPANY
OF JACKSONVILLE, ITS MANAGING MEMBER

WITNESS _____
PRINT OR TYPE NAME

STATE OF: FLORIDA
COUNTY OF: NASSAU

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, _____, TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING ADOPTION AND DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____, IN THE COUNTY OF _____, AND THE STATE OF _____, THIS ____ DAY OF _____, A.D., 2018

_____ MY COMMISSION EXPIRES : _____
NOTARY PUBLIC
STATE OF FLORIDA

BUILDING SETBACK TABLE – SINGLE FAMILY (TYPE II)		
FRONT YARD	MAIN STRUCTURE PORCH	TEN (10) FEET TWO (2) FEET
INTERIOR SIDE YARD	MAIN STRUCTURE/PORCH GARAGE/OUT BUILDING	10% OF LOT WIDTH ZERO (0) FEET
SIDE YARD ON STREET	MAIN STRUCTURE/PORCH GARAGE/OUT BUILDING PORCH	10% OF LOT WIDTH ZERO (0) FEET TWO (2) FEET
SIDE YARD ON LANE	ALL STRUCTURES	THREE (3) FEET
REAR YARD	MAIN STRUCTURE/PORCH GARAGE/OUT BUILDING	TWENTY (20) FEET THREE (3) FEET

SURVEYOR'S NOTES

1.) ⊡ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (5/8" IRON ROD & CAP) SET WITH IDENTIFICATION "PRM LB 7039".
◎ DENOTES PERMANENT CONTROL POINT (P.C.P.) (NAIL & DISK) SET WITH IDENTIFICATION "MANZIE – LB 7039"
2.) 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 AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
3.) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 82°34'53" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF PARK AVENUE.
4.) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X" AS PER FLOOD INSURANCE RATE MAP (FIRM) FOR NASSAU COUNTY, COMMUNITY PANEL NO. 12089C-0239-G, DATED 08/02/2017 AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). THE FLOOD ZONE DETERMINATION NOTED HEREON MAY BE SUPERSEDED AND/OR REDEFINED FROM TIME TO TIME BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) OR BY THE APPROPRIATE LOCAL GOVERNMENTAL BODY.
5.) THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.
6.) 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.
7.) THE LOTS SHOWN HEREON MAY NOT BE FURTHER SUBDIVIDED WITHOUT APPROVAL FROM THE CITY OF FERNANDNA BEACH, NASSAU COUNTY, FLORIDA.
8.) THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS OF THE DATE OF RECORDING IS "PUD" (NORTH PARK PUD OVERLAY AS APPROVED BY ORDINANCE 2011-04).
9.) THE LANDS SHOWN HEREON ARE LOCATED WITHIN STORM SURGE CATEGORY 3 & 4, AS SCALED FROM STORM SURGE ATLAS VOLUME 1, PLATE 3 & 5, NASSAU COUNTY, FLORIDA, AS PER S.L.O.S.H. (SEA, LAKE, AND OVERLAND SURGES FROM HURRICANES).

MANZIE & DRAKE LAND SURVEYING
117 SOUTH NINTH STREET, FERNANDINA BEACH, FL 32034
OFFICE: (904) 491-5700 www.ManzieAndDrake.com
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"

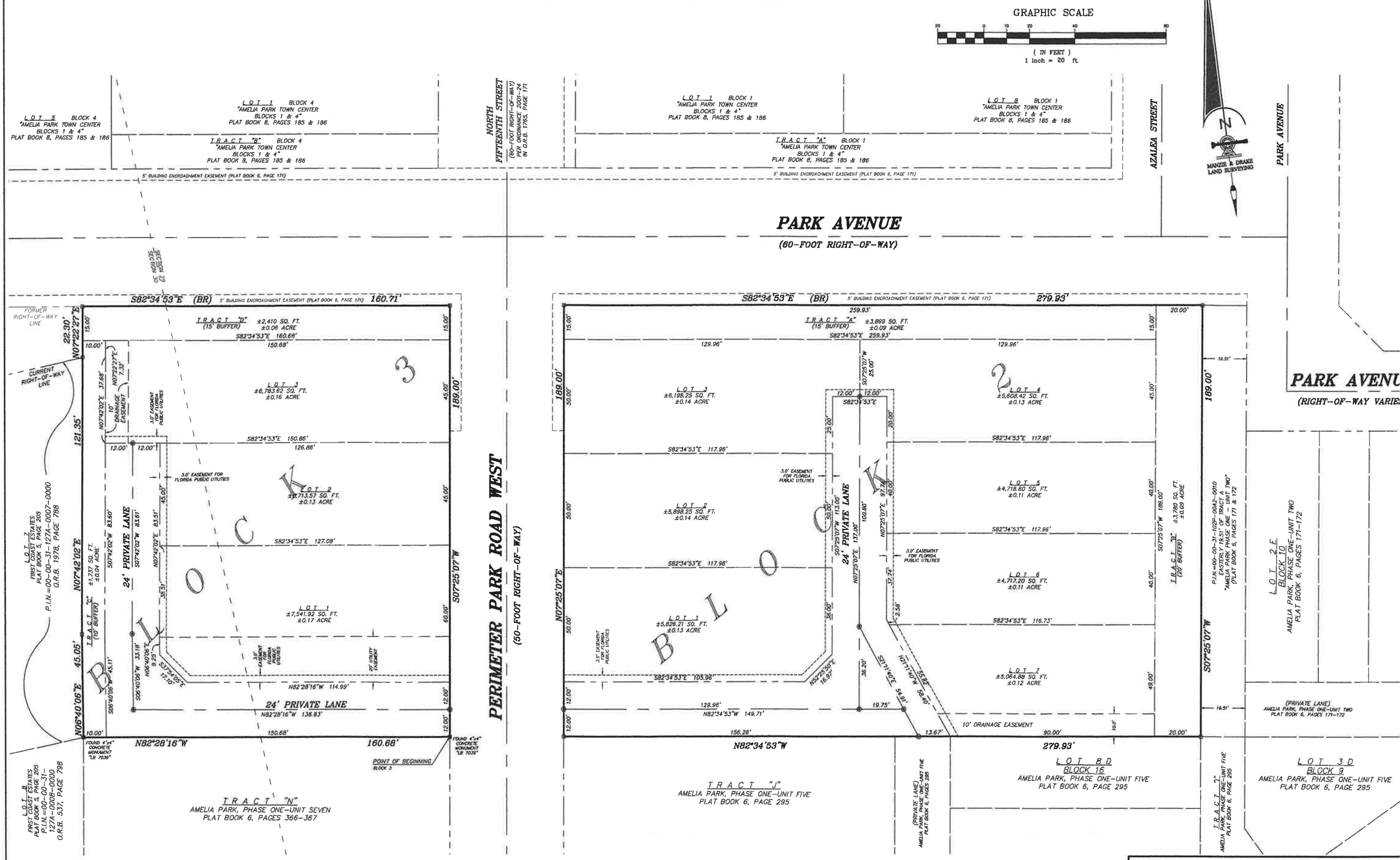
"OUR *SIGHTS* ARE ON THE FUTURE,
SET YOUR *SITES* ON US"

"AMELIA PARK TOWN CENTER BLOCKS 2 & 3"

PLAT BOOK ____ PAGE ____

SHEET 2 OF 2 SHEETS

A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF TRACT "A", AMELIA PARK PHASE ONE – UNIT TWO, AS RECORDED IN PLAT BOOK 6, PAGES 171 AND 172 OF THE PUBLIC RECORDS OF NASSAU COUNTY.



MANZIE & DRAKE LAND SURVEYING

117 SOUTH NINTH STREET, FERNANDINA BEACH, FL 32034
OFFICE: (904) 491-5700 www.ManzieAndDrake.com
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"

"OUR *SIGHTS* ARE ON THE FUTURE, SET YOUR *SITES* ON US."

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-66
Award of RFQ #2018-05 - IMS Infrastructure Management Services

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-66

SYNOPSIS: On March 23, 2018, the City received five proposals in response to RFQ #2018-05. On April 11, 2018, the City's RFQ #2018-05 Evaluation Committee, comprised of staff, reviewed and evaluated each of the five packages received.

The members of the Evaluation Committee unanimously selected IMS Infrastructure Management Services to render the services required as advertised for RFQ #2018-05.
The Evaluation Committee recommends that the City Commission authorize the City Manager to negotiate a professional services contract with IMS Infrastructure Management Services for Pavement Management Consulting Services.

FISCAL IMPACT: Funds are budgeted for this project in the Streets Professional Services account #0014100 53100.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-66.

Dale Martin, City Manager	04/23/2018
Patti Clifford, Comptroller	04/23/2018
Tammi E. Bach, City Attorney	04/24/2018

Submitted By: _____ Date: April 12, 2018
Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-66

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE RFQ #2018-05 EVALUATION COMMITTEE TO ENTER INTO AN AGREEMENT BETWEEN IMS INFRASTRUCTURE MANAGEMENT SERVICES AND THE CITY OF FERNANDINA BEACH FOR THE EXAMINATION, ANALYZATION, AND PRIORITIZATION OF CITY ROAD NEEDS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICES CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 23, 2018, the City received five proposals for the project; and

WHEREAS, on April 11, 2018, the City's RFQ #2018-05 Evaluation Committee reviewed and evaluated each of the five packages received; and

WHEREAS, the members of the Evaluation Committee unanimously selected IMS Infrastructure Management Services to render the services required as advertised for RFQ #2018-05; and

WHEREAS, the Evaluation Committee recommends that the City Commission authorize the City Manager to negotiate a professional services contract with IMS Infrastructure Management Services for Pavement Management Consulting Services; and

WHEREAS, funds are budgeted for this project in the Streets Professional Services account #0014100 53100.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the recommendation of the Evaluation Committee to engage in an agreement between IMS Infrastructure Management Services and the City of Fernandina Beach for Pavement Management Consulting Services.

SECTION 2. The City Manager is hereby authorized to negotiate a professional services contract with the highest ranked firm, IMS Infrastructure Management Services, in an amount not to exceed $49,500.

SECTION 3. This Resolution shall be effective immediately upon passage.

ADOPTED this 1st day of May, 2018.

ATTEST:

_____
Caroline Best
City Clerk

CITY OF FERNANDINA BEACH

_____
John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:

_____
Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

INTRODUCTION

The City of Fernandina Beach, Florida seeks submittals for qualifications to initially examine, analyze, and prioritize road needs for the approximately ninety-two (92) miles of City roads. A subsequent task will be to recommend and assist in the implementation (hardware, software, and training) of a Pavement Management System to aid in the long-term maintenance and reconstruction of the road network.

The City will receive sealed submittals at the location stated below not later than **2:00 PM, March 23, 2018.**

Those interested in providing this service are instructed to submit (**1 original, 5 copies and 1 electronic version, cd or thumb drive**) of their services pertinent to the scope of work. Received submittals will be opened at 2:15 PM, March 23, 2018. An Evaluation Committee will review the submittals and provide a recommendation to the City Commission.

The submittals must be delivered to City Hall in a sealed package, clearly marked on the outside, **RFQ #2018-05 and** addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **RFQ# 2018-05**
204 Ash Street
Fernandina Beach, FL 32034

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Submitter to have its submittal delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Submitter.

Hand-delivered submittals should be provided to the Clerk's Office at the above address.

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

The competitive sealed submittal shall be accompanied by a "**Contact Sheet**", hereinafter provided as "**Exhibit A**"; a "**Public Entity Crimes Statement**" herein provided as "**Exhibit B**"; a "**Drug Free Workplace Certification**", herein provided as "**Exhibit C**"; an "**E-Verify Statement**", herein provided as "**Exhibit D**"; a "**Respondent Acknowledgements and Agreements**", herein provided as "**Exhibit E**"; a "**Conflict of Interest**", herein provided as "**Exhibit F**"; a "**Non- Disclosure Affidavit**", herein provided as "**Exhibit G**"; and a "**Disputes Disclosure**", herein provided as "**Exhibit H**".

CONTACT

Any questions related to the Request for Qualifications, please contact Ms. Wanda Weaks, Purchasing Agent at wweaks@fbfl.org.

Submitters are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

A written response to questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and the OnviaDemandSstar website at www.demandstar.com . It is the Submitter's responsibility to check the City's website for Addenda prior to submitting their RFQ. The deadline for questions is 5 days before submittal opening.

SUBMITTER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Addendum may result in rejection of the submittal.

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

RFQ SCHEDULE

The following is the schedule for evaluations. The City reserves the right to alter dates as needed.

Advertising	Feb 28
Deadline for submitting questions	Mar 16
Due date for submissions	Mar 23
Evaluation Committee meeting	Apr 4
City Commission meeting/selection	Apr 17

SELECTION PROCESS

Submittals shall be reviewed and evaluated by City staff as follows:

CRITERIA	
Technical resources	20 points
Commensurate experience	25 points
Congruence with project intent	25 points
Proposed methodology	30 points

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

SCOPE OF WORK

The City wishes to establish a baseline report of the condition of City roads and implement a pavement management program to maintain acceptable levels of service. The purpose of this project is to develop the following recommendations and funding/work plans for the City's road network:

- Development of recommendations for appropriate repair and maintenance, strategies in consideration of existing pavement sections, subsurface conditions, and drainage considerations.
- Plan to improve the condition of the overall road network to a reasonable level.
- Plan to maintain the road network making use of best practices associated with pavement management.
- Plan for projecting future road conditions and maintenance and construction costs based upon historic, current, and future traffic and funding.
- Prioritization of Projects

The desired services can likely be categorized as follows:

- Data Collection
    - Existing road network, traffic counts, and pavement conditions.
- Pavement Evaluation
    - Use of available data and, where necessary, pavement testing
    - Analysis and prioritization of recommended maintenance, repair, and construction options, and cost estimates for a ten (10)-year capital plan.
- Recommended Software
    - Information related to system requirements and training to monitor pavement management system, including integration with future geographic information systems.
- Public Information
    - Presentation of Executive Summary to the City Commission.

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

CONTENT OF SUBMITTALS

Submittals should include the following:

- An introduction indicating an understanding of the desired services and commitment to the City.
- A proposed work plan.
- A description of the expected relationship between the consultant and City staff.
- Description of similar work completed and the associated clients (including contact information).
- Any other information that may be of interest to the City or relevant to the submittal.
- City Exhibits A-H

INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR PROJECT

1. Indemnification

The SUBMITTER agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the SUBMITTER, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the SUBMITTER in the performance of this Agreement. The SUBMITTER's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the SUBMITTER against the City and the SUBMITTER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, the SUBMITTER shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the SUBMITTER's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving SUBMITTER of any of its obligations hereunder. If the SUBMITTER assumes control of the defense of any third party claim in accordance with this paragraph, the SUBMITTER shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the SUBMITTER shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the SUBMITTER has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. SUBMITTER expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

2. SUBMITTER's Status as an Independent Contractor

That status of the SUBMITTER under this agreement is that of an independent contractor. Nothing in this agreement shall create or be construed as creating a partnership between the City of Fernandina Beach and the SUBMITTER, nor shall the SUBMITTER be an agent of the City of Fernandina Beach.

3. Waiver of Subrogation

The City of Fernandina Beach and the SUBMITTER waive all rights against each other for damages caused by perils covered by insurance provided under this agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City of Fernandina Beach and the SUBMITTER as trustees. The SUBMITTER shall require similar waivers from all Subcontractors and their subcontractors and suppliers.

The City of Fernandina Beach and the SUBMITTER waive all rights against each other for loss or damage to any equipment used in connection with performance under this agreement and covered by any property insurance. The SUBMITTER shall require similar waivers from all Subcontractors and their subcontractors and suppliers.

If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

4. SUBMITTER Insurance

The SUBMITTER shall not commence any work in connection with this agreement until he has obtained all of the following types of insurance and such insurance has been approved by the City of Fernandina Beach, and has named the City of Fernandina Beach as an additional insured, except for Worker's Compensation Coverage, nor shall the SUBMITTER allow any Subcontractor to commence work under this agreement until all similar insurance required of the Subcontractor has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City of Fernandina Beach in writing.

The SUBMITTER's insurance, and the insurance of any other party bound to the SUBMITTER shall be considered primary. The City of Fernandina Beach's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this agreement.

5. Loss Deductible

The City of Fernandina Beach shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the SUBMITTER.

6. Subcontractor's Insurance

The SUBMITTER shall require each of his Subcontractors, if any, to procure and maintain, during the life of the subcontract, insurance of the types specified in this Article or insure the activities of his Subcontractors in his policy as required in this Article.

7. Certificate of Insurance

The City of Fernandina Beach shall be furnished proof of insurance coverage as follows:

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the City of Fernandina Beach and a copy to the SUBMITTER at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the City of Fernandina Beach, naming the City as additional insured, and such Certificate shall clearly state all the coverage required in this Article;
- If requested by the City of Fernandina Beach, the SUBMITTER and all subcontractors/Subcontractors shall furnish complete copies of all insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the City of Fernandina Beach or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of the SUBMITTER's obligations to fulfill the requirements of this Article.

8. Workers' Compensation Insurance

The SUBMITTER shall have in full force, during the life of this agreement, a Workers' Compensation and Employer's Liability Insurance for all his employees connected with work under this agreement, and in the event any work is subcontracted, the SUBMITTER shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the SUBMITTER. The SUBMITTER may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the City of Fernandina Beach in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this agreement is not protected under the Workers' Compensation statute, the SUBMITTER shall provide adequate insurance, satisfactory to the City of Fernandina Beach, for the protection of employees not otherwise protected.

9. Liability Insurance

The SUBMITTER shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the City of Fernandina Beach from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
  – Minimum Coverage is $1,000,000 per occurrence
  – Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.
  – If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article; it shall not be more restrictive than the underlying insurance policy coverage.

- Commercial Automobile Liability:
  – Minimum Coverage is $1,000,000 per occurrence
  – Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

10. SUBMITTER Liability Insurance

During the term of this agreement, the SUBMITTER will carry Errors and Omission insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the SUBMITTER. The amount of insurance shall not be less than $1,000,000 per occurrence and aggregate.

11. Payment

Payment due hereunder shall be made by the City to Vendor in accordance with the Florida Prompt Payment Act.

12. Federal Grant Money

In the event this project is funded with federal grant monies, contractors may not participate in the RFQ if SUBMITTER is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. https://www.epls.gov/epls/search.do SUBMITTER should include copy of search results with RFQ.

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBITS

EXHIBIT "A"	Contact Sheet
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Submitter Acknowledgements and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Dispute Disclosure

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "A"

CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____**Title:**_____

Email Address: _____ **Phone:** _____

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the RFQ for ___ _____.

2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____(If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is_____and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any submittal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____

Signature Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of _____, 20___, and is personally known to me, or has provided _____ as identification.

_____

Notary Public
My Commission expires:_____

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____PHONE:_____

NAME (TYPED OR PRINTED):_____TITLE:_____

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "D"

E-VERIFY STATEMENT

Submittal Number: _____

Project Description: _____

_____

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "E"

SUBMITTER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Submitter, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. SUBMITTALS INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. SUBMITTER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. SUBMITTER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. SUBMITTER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: _____Title:_____

Signature: _____Date: _____

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with the submittal for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____(If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is_____and my relationship to the entity named above is_____.

1. The above named entity is submitting an RFQ for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above RFQ is being submitted and that the above named entity has no financial interest in other entities submitting for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above RFQ. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

_____
Signature Date:

STATE OF FLORIDA
COUNTY OF _____
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of _____, 20___, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires:_____
Notary Signature

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with the RFQ for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____(If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is_____and my relationship to the entity named above is_____.

1. The above named is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
2. Such Submittal is genuine and is not a collusive or sham submittal;
3. Neither the said Submitter nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Submitter, firm or person to submit a collusive or sham Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Submitter, firm, or person to fix the price or prices in the attached submittal or any other Submitter, or to fix any overhead, profit or cost element of the submittal price or the submittal price of any other Submitter, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Submitter or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signature Date:

STATE OF FLORIDA
COUNTY OF _____
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of _____, 20__, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: _____
Notary Signature

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this submittal for the City of Fernandina Beach.

_____

Firm Date

_____

Authorized Signature Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

RFQ Pavement Management Consultant
RFQ 2018-05
FINAL SCORE

Criteria	Weight	Max
1 Proposed methodology	6	30%
2 Congruence with project intent	5	25%
3 Commensurate experience	5	25%
4 Technical resources	4	20%
		100%

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

Criteria	Dynatest North America, Inc	Total	IMS Infrastructure Services	Total	Transmap Corporation	Total	Kisinger Campo & Associates	Total	CSI Geotechnical, Inc	Total
1 Proposed methodology	14	84	18	108	17	102	16	96	12	72
2 Congurence with project intent	14	70	16	80	16	80	14	70	13	65
3 Commensurate experience	14	70	17	85	18	90	17	85	13	65
4 Technical resources	16	64	17	68	17	68	15	60	12	48
SCORE Absolute		288		341		340		311		250

City of Fernandina Beach
RFQ 2018-05 PAVEMENT MANAGEMENT CONSULTANT
EVALUATION COMMITTEE MEETING
April 11, 2018

Committee members present: Dale Martin, Andre Desilet, Rex Lester and Bill Taylor.
Staff Members present: Wanda Weaks
Others present: Vice Mayor Len Kreger

The meeting was called to order at 1:35pm by Mr. Martin.

Mr. Martin served as Chair and Wanda Weaks served as Secretary for the meeting.

Questions were asked in regards to the grading of the 5 firms that responded. All of the firms were qualified in regards to what the City is requesting from a Pavement Management Consultant.

The Committee members discussed the long term Pavement Management plan and agreed on what is expected of the firms for the results of the study. They agreed that either firm would be a good choice. Based on the evaluation results, IMS Infrastructure Services scored the highest.

Mr. Lester made a motion to award the RFQ to IMS Infrastructure Services with Transmap Corporation as a second.

Mr. Desilet seconded the motion and the motion was carried by unanimous vote.

Mr. Martin adjourned the meeting at 1:55PM.

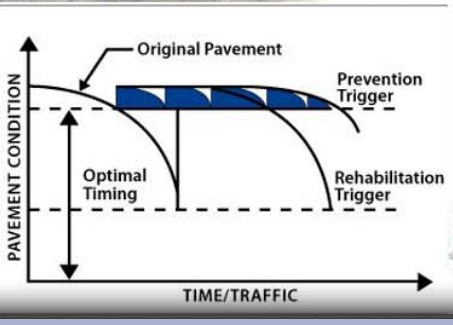
Pavement Management Consultant

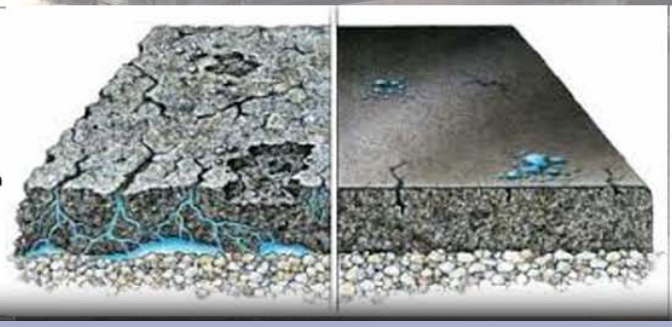
RFQ # 2018-05

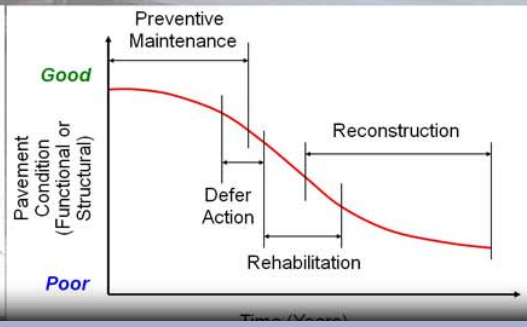
March 23, 2018

Submitted To:

City of Fernandina Beach







CSIGeo

Geotechnical • CMT • CEI

CSIGeo
Geotechnical · CMT · CEI

March 23, 2018

City Clerk's Office
City of Fernandina Beach, Florida
204 Ash Street
Fernandina Beach, Florida 32034

RE: RFQ # 2018-05 Pavement Management Consultant

CSI Geo, Inc. (CSI Geo) firm, is pleased to submit our interest and qualifications to provide pavement management consulting for the City of Fernandina Beach. The staff at CSI Geo has been providing quality roadway construction materials testing, geotechnical engineering, and construction engineering inspection services for over two decades throughout the state of Florida for various municipalities and county entities.

Our proposed Project Manager for this contract has provided the very same scope of work for Nassau County while employed there as Project Manager of their PMP implementation and operation. Additionally, some of the work that we have performed for the FDOT has taken us to various locations throughout Fernandina and surrounding areas. We are confident that we can provide to the City and its residents sound pavement management consulting that will be performed on time and within budget.

CSI Geo was founded by Mr. William R. Price, a seasoned veteran of Earth Sciences, Construction Materials Testing, Pavement Services, and Construction Engineering Inspection services, and former president of Civil Services, Inc. Led by and composed of the same well-respected, highly-qualified professionals that previously provided top-level services at CSI since 1989, CSI Geo has an extremely sound background and extensive history in all its related fields.

In these trying times competition is tough, so why choose CSI Geo? Simply put,

- Our staff managed the Pavement Management Program for Nassau County.
- CSI Geo staff has provided geotechnical and materials testing services for over 25 years.
- Our staff (formerly Civil Services' staff) has first-hand experience working with Nassau County and its staff on this exact type of contract. We have a unique understanding of the City's needs, standards, and procedures.
- Our 6,125 SF facility contains a fully equipped soils, concrete, and asphalt-testing laboratory certified by AMRL/CCRL/AASHTO, the USACE, and FDOT.
- We have an exceptional array of resources available to serve Fernandina Beach.
- CSI Geo invests heavily in personnel training. This includes acquiring more CTQP certifications for our technicians and inspectors, than is normally required.
- We take great pride in our ability to keeping our projects on time and within budget with a strong management organization and highly skilled professionals.

At CSI Geo, we are adept at the successful execution of contracts requiring the management of simultaneous tasks. Our team of experts ranges from certified technicians and inspectors to Professional Engineers and Pavement Specialists with degrees from BS to PhD. These professionals have dedicated their careers to providing high quality service in their fields and to solving challenging engineering scenarios with innovative ideas and technology.

This response is organized to follow the 'Content of Submittals' detailed in the RFQ.

Tab 1: <u>Response</u> (8 pages)

Section 1 – Introduction
Section 2 – Work Plan
Section 3 – Consultant and City Staff Relationship
Section 4 – Similar Work
Section 5 – Other Information: Project Organizational Chart

Tab 2: <u>Resumes</u> – 10 Key Personnel

Tab 3: <u>Exhibits</u>

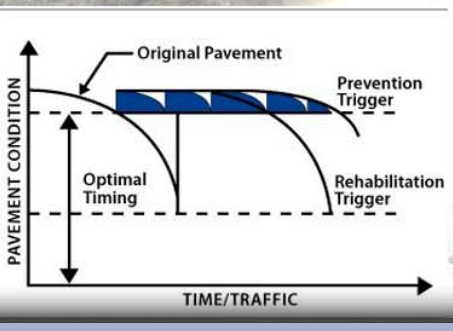
Addendum Acknowledgements
Exhibits A thru H

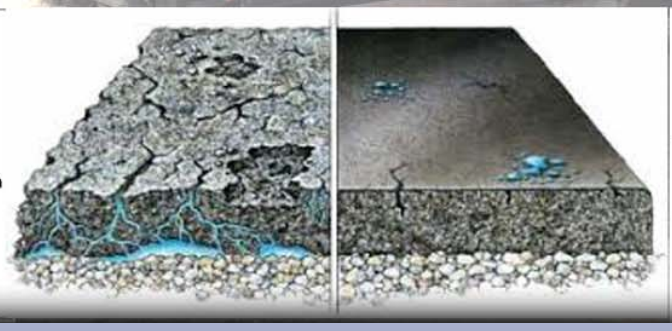
We look forward to the opportunity to meet with you to more fully align our organization to meet your specific needs. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 641-1993. I am at your service at any time.

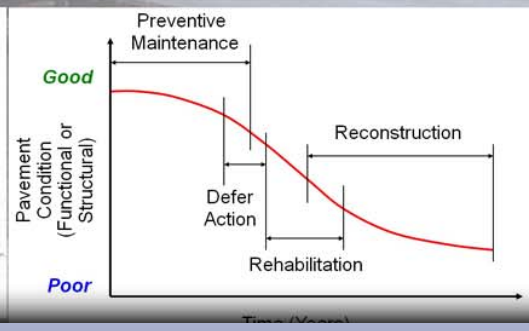
Respectfully,
CSI Geo, Inc.

William R. Price
President, CEO

SECTION 1 - RESPONSE





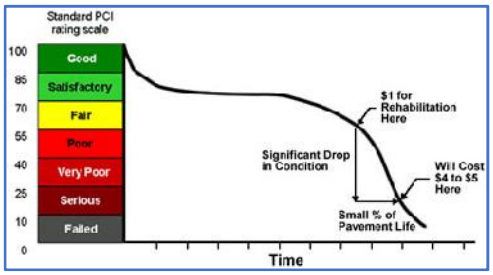


CSIGeo

Geotechnical • CMT • CEI

Section 1 – Introduction

CSI Geo, Inc. (CSI Geo) has assembled a professional consultant team that is flexible, responsive, experienced in Pavement Management, field operations, and data entry, and has the available manpower and resources to successfully, safely, and efficiently perform the required services. CSI Geo has been providing pavement evaluations, geotechnical engineering, construction materials testing (CMT), and construction engineering inspection services since 2007, and our staff has provided these services throughout the region for more than 27 years. Our Project Manager, Shane Whittier, PE served as the Project Manager for the Nassau County Pavement Management Program (PMP) for its 420 miles of paved roadways during its implementation and for the following six years during his employment with the Nassau County Board of County Commissioners. He has also worked on multiple Nassau County, FDOT, COJ, JTA, County, Private, and Airport pavement coring and survey/evaluation projects with CSI Geo. Mr. Whittier is familiar with the City of Fernandina Beach's needs regarding this contract and is confident that CSI Geo is well qualified to provide services as identified in the scope of work. Mr. Whittier resides in the Amelia Concourse area, less than 20 minutes from City Hall. This contract will be managed out of our Jacksonville Office conveniently located at 2394 St. Johns Bluff Rd. South just off the I-295 East Beltway.



CSI Geo is ready to support the City by developing/implementing a PMP that is personalized for the specific needs and preferences of its staff and citizens. We have the in-house capability to provide the initial pavement network survey, database programming, budget level analysis, project level analysis, baseline report, staff training, and software setup. We currently maintain a fleet of 25 pickup trucks, two heavy duty crew trucks, three asphalt coring rigs, and maintenance of traffic equipment. Our fleet is operated by over 35 construction and roadway inspectors, materials testing technicians, engineers, and drilling crews.

Corporate Background

CSI Geo has been providing geotechnical, construction materials testing, pavement evaluation, and construction engineering inspection services since 2007. The firm was founded by Mr. William R. Price, a seasoned veteran of Earth Sciences, Construction Materials Testing, and Construction Engineering Inspection services and former president of Civil Services Inc., which was founded in 1989. Led by and composed of the same well-respected, highly-qualified professionals that previously provided top-level services at Civil Services, CSI Geo has an extremely sound background and extensive history in all its related fields. We have the qualified and experienced personnel to satisfy all the minimum requirements necessary to accomplish the potential work items as discussed in the RFQ Scope of Work. We are including POND & Company (POND) as our subconsultant firm. Given our Project Manager's experience with the City's procedures and expectations on similar contracts, CSI Geo would require minimal training effort from City staff for this contract. We will work to provide a seamless extension of your Public Works Department. If awarded this contract, we know exactly what your field personnel need.

Services

In addition to our Pavement Evaluation Program services. CSI Geo has pushed the envelope to perfect the science of soil exploration, materials testing, and evaluation of subsurface conditions that involve performing subsurface borings and the classification of soils, measuring of groundwater levels, muck probing, and the review of soil survey maps. CSI Geo also performs laboratory and field testing of asphalt, soils and concrete, as well as engineering analysis of soil conditions, slope stability and seepage analyses, and foundation design. Our expertise allows us to provide clients with recommendations for design, site preparation and earthwork, as well as the preparation of construction plans and specifications. Design experience includes drilled shafts, driven piles, auger cast piles, cantilevered and anchored sheet pile walls, sound barrier walls, retaining wall systems, pavement design, ground improvement techniques, shallow foundations, seepage and slope stability, groundwater modeling, and Evaluation Reports. Our highly-qualified engineers, laboratory technicians, drillers, and management provide the necessary expertise for all geotechnical related tasks. Our soils and materials testing laboratory is certified by the USACE, CMEC, AASHTO/AMRL, and FDOT.

Subconsultant

POND & Company

Founded in 1965, POND is a full-service engineering, architecture, and planning firm providing design, planning, and construction services to local, state, and federal clients. POND's staff of 500+ professionals provides a deep bench of experience and the capabilities to offer personalized solutions to help clients manage projects from concept to completion – and everything in between – with confidence and clarity.

POND's Transportation Group provides services for public agencies throughout Florida, including:

- Roadway Design
- Structural Design
- Traffic and Transportation Engineering
- Transportation Planning

POND has built a solid reputation for excellence in service quality and client satisfaction. As a full-service firm, POND brings together the mixture of skills that are necessary and unique, to make each project successful. As a result, POND has a history of producing award-winning, context sensitive and innovative projects to serve their client's needs. Full-service capabilities benefit their clients by delivering greater value in the following ways: teamwork, responsiveness, communication, quality control, and project coordination.

Office Locations

CSI Geo is a Jacksonville based firm. We also have offices in West Palm Beach, Savannah, Augusta, and Atlanta, Georgia. As mentioned, work for this project will be performed from our Jacksonville headquarters. The address for our main office and our subconsultant team member is listed below, along with an estimated level of anticipated work for each. Our subconsultant is currently registered with the State of Florida Department of Business and Professional Regulation Board of Professional Engineers and the Secretary of State as Florida Corporations.

CSI Geo, Inc.
2394 St. Johns Bluff Road South, # 200
Jacksonville, Florida 32246

POND & Company Corporation
10199 Southside Boulevard, # 103
Jacksonville, Florida 32246

Section 2 – Work Plan

CSI Geo will provide all services necessary to fully develop and implement a PMP and enable the City to set a desired level of service for its 92-mile pavement network with a budget for its ten-year capital plan. To meet these demands, the City will require a fleet of inspectors from CSI Geo to survey the existing pavement conditions using the Pavement Condition Index (PCI) method developed by the US Army Corps of Engineers. The inspectors will divide the network into sections and branches and survey samples of pavement areas. We will input the collected information into a database as managed by PAVER (Pavement Management Software) or other suitable software system recommended by CSI Geo.

CSI Geo will use the software to perform "Budget Level Analyses" as desired by the City. The analyses will use typical pavement life curves to estimate the life span of the network. As roads are re-surveyed in the following years, the pavement life curves will be more accurate as new data is collected and pavement deterioration rates are established. The Budget Level Analyses will approximate the amount of funds necessary to bring the network to a level of service as established by the City. Once the level of service is met, the analysis will estimate costs for maintaining that level on a yearly basis.

Once the analyses are complete, CSI Geo will produce a baseline report for presentation to the board. Subsequently, CSI Geo will provide training and software/hardware setup to allow the City staff to maintain the network. The City will require field personnel to be trained to collect the data, while office personnel will need to be trained to use PAVER.

Schedule

CSI Geo is well aware of our clients' critical demands associated with meeting schedules. Adhering to project schedules is of critical importance for both financial and public relations concerns. Therefore, the CSI Geo work plan to providing these services and meeting these schedules will focus on quality – in understanding of requirements and in prompt and cost-effective delivery of services. Our contract management approach includes a dedicated Pavement Survey Coordinator, Olia Lloyd, that will facilitate pavement surveys in coordination with the Project Manager.

Based on our work on similar projects, we understand that the pavement surveying will require adequate planning and scheduling to ensure the data is collected on time and will not delay the Budget Level Analyses and its likely several iterations. Our fleet of 25 vehicles gives us the capacity to obtain the data in the time required to meet the City's deadlines.

Once given the notice to proceed, we will obtain the roadway GIS data that our Project Manager produced during his tenure at Nassau County or we will manually create the data if not available. The GIS data will allow us to produce a street index for the inspectors to track their pavement surveys. The inspectors will collect the data by methods developed by the US Army Corps of Engineers which includes quantifying visual distresses in the pavement and measuring the severity of the distress. The data will be entered via field worksheets or by electronic means dependent upon the preferences of the City. The collected data will be congruently entered into the PAVER database by our GIS staff technicians or engineers.

Once the data is collected by our GIS technicians/engineers, we will begin to set parameters to the preferences of the City for the Budget Level Analyses. The Budget Level Analyses are key to completing the entire scope within the time restraints as set by the City. The analyses will be performed by Pavement Management Veteran and Project Manager, Shane Whittier PE, who oversaw the first analysis for Nassau County and prepared his own PMP for the following five years of his employment there. He will be assisted in this effort by Roger Miles, who has extensive experience in GIS mapping, and in pavement and paved ramp evaluations.

After the analyses are complete, a report will be produced allowing time for City staff to review and revise to its preferences. The report will include an executive summary of how the data was obtained and preferences for the analysis set by the City. Also, the report will have information obtained by the analysis and graphs to visualize how much funding would be needed for various construction options and levels of services. The completion schedule for the report will be to ensure there is at least one month to get on the City Commission's meeting agenda and present our findings.

When all data is obtained, reports are furnished, and everything is approved, CSI Geo will deliver the data and software to City staff and begin training for the use of PAVER and performing Budget Level Analyses. Field staff will also be trained to perform the future pavement condition surveys.

Quality Control

CSI Geo takes pride in providing its clients with quality engineering work. To achieve this, we have established a comprehensive QA/QC plan that covers all services provided by our company. We ensure high-level services by using only qualified and certified personnel, using modern calibrated equipment, and strictly adhering to specifications and procedures. Johnathan Page, PE currently employed by POND, will serve as our QA/QC Manager for the contract. While employed with Nassau County as the Resident Engineer, Mr. Page served as the QA/QC Manager for the Nassau County PMP for its 420 miles of paved roadways during its implementation.

Our QA/QC process for field and laboratory testing encompasses a series of procedures, per our comprehensive QA/QC plan, which we normally follow with only slight modifications, depending on the project scope and our client's needs and budget. Our quality control procedures start early in the process, often prior to project initiation. We use standard equipment and standard procedures recommended by ASTM, AASHTO, or other government institutions which provide field and laboratory testing performance guidelines or regulations. Additionally, all field and laboratory test data and reports are reviewed by the Project Engineer, Senior Engineer, and Project Manager.

We ensure field work quality control by mobilizing a field engineer with the commencement of any field tasks. Depending on our client's budget and needs, this field engineer may remain on site while pavement evaluation is taking place, assisting with the surveying and testing, providing engineering guidelines to our pavement evaluation crews, and communicating with project engineers and other applicable individuals. This ensures that the field personnel follow industry standards and that the procedures and results are in accordance with our client's and the owner's needs.

Once the surveying is completed and the analysis phase kicks in, quality control is provided through the constant interaction among our engineers and strict adherence to our comprehensive QA/QC plan. In addition, work performed by any of our engineers is reviewed by that person's peer or immediate supervisor. Furthermore, when performing engineering analysis and calculations, we generally make use of multiple methods to validate our results.

Section 3 – Consultant and City Staff Relationship

The staff at CSI Geo prides themselves on creating outstanding client/consultant relationships before during and after projects are completed. Our engineers and inspectors expect to be in constant contact with the City should the need arise and are always responsive to questions and problems. Our Project Manager, Shane Whittier PE, understands this at a personal level as he spent six years in a similar position while at Nassau County. Mr. Whittier understands that implementation, report presentation, and training will require much conversation and coordination to give the City satisfaction with the new PMP. Mr. Whittier also expects to be a source of knowledge for the City whenever needed after the contract is completed as he oversaw the Project Level Analysis and Project Administration every year during his time at Nassau County. Mr. Whittier oversaw the construction of more than 50 miles of roadway as funded by the County's PMP. Our QA/QC Manager, Jonathan Page PE, also has a long working history with the City of Fernandina, is a resident on the island and understands the City's needs.

CSI Geo understands the importance of the consultant relationship with the City that is required for exceptional project efforts. We will be the City's manpower and fleet resource for collecting the 92 miles of pavement condition data. We will be City's technical resource for use of the software and understanding of the results. We will offer suggestions to the City for the parameters of the Budget Level Analyses. Mr. Whittier understands that the analyses should consider public perception as it will be critical to the success of the PMP in the following years. We will also offer assistance with inquisitions from the Commission and Citizens of Fernandina Beach.

For a successful product, we understand that our relationship with the City will require a kickoff meeting along with several progress meetings. We will inform the City of challenges, unforeseen problems, and the status of each task. We will discuss solutions and reasonings for decisions being made.

Coordination and Safety

Coordination is the key to successfully completing a quality project on time and within budget. CSI Geo's coordination with the City is paramount to the project's success, from the day-to-day activities to the overall project schedule. CSI Geo's proposed structure for coordination has been designed to anticipate, identify, and prevent potential problems or respond to them rapidly and effectively should they occur. This plan has proven successful in the supervision and administration of many inspection and engineering activities and operations.

A vital aspect of our approach is our long-standing association with several local municipalities and our successful working relationship with their staff. Our comprehensive knowledge of current and previous projects, processes, and procedures will help us work with a minimum of oversight required.

In addition, CSI Geo understands that safety of field personnel, motorists, and pedestrians is a key priority for the City, and we provide our staff with extensive training regarding safety best practices. Our Safety Director, William Price, is also the company president, demonstrating that safety is emphasized at the highest corporate levels and is a key part of our firm's mission. We're proud of our record of safety and will continue to offer quality services performed in a safe manner.

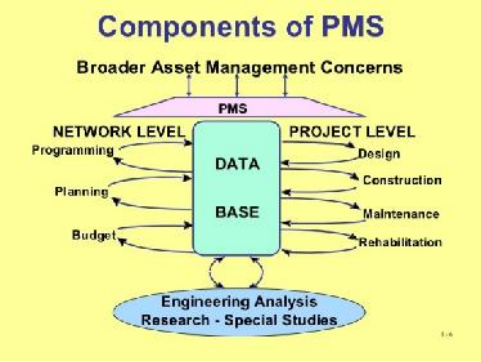
Availability

CSI Geo understands projected workload levels will play an important role in the performance of this project. The CSI Geo Team's current workload is such that we can immediately provide the required personnel for this project. We have completed more than 65% of the allotted work for our existing contracts; therefore, we have a tremendous amount of capacity for additional work volume. In addition to the proposed team member discussed here, we have additional personnel who are familiar with PMP procedures and processes and are available to assist as necessary. We can immediately provide the personnel outlined in our proposed organizational chart and have evaluated the existing and projected workload of each team member and have made their time available to devote to this project.

Section 4 – Similar Work

Nassau County Pavement Management Program

Contact: Shanea Jones, County Manager (904) 530-6010, and Becky Bray, Public Works Director (904) 530-6225



While CSI Geo has experience with performing pavement evaluations, our most relative experience comes through our Project Manager, Shane Whittier PE, who was the Nassau County Project Manager for the implementation of their PMP and for a total of six years. During this time, Mr. Whittier oversaw the initial pavement surveys and data collection, the initial analyses, the final report, and the training of County staff. After implementation, he oversaw the yearly surveying and data input required, performed the yearly analysis, planned projects from the results, and oversaw the project administration and construction.

Mr. Whittier personally experienced the advantages and disadvantages of certain methods of all the phases required to manage the PMP. This unique experience will allow him to provide recommendations and suggestions to the City so final product can be maintainable in-house. Mr. Whittier can offer 'lessons learned' from the owner's perspective and use it to guide the City in a better direction.

The Nassau County PMP offered a unique perspective for Mr. Whittier as the County's network often crosses City boundaries. He regularly provided services to the public of Fernandina Beach, Amelia Island, and the rest of Nassau County including all the services mentioned in this scope along with answering questions from the public/Commissioners, performing field visits, producing maps, bidding work, and overseeing the construction. During this time, Mr. Whittier oversaw the maintenance of over 40 miles of roadway funded by the PMP. The maintenance included asphalt overlays, milling, patching, crack seal, fog seal, Microsurfacing, chip seal, full depth reclamation, cold-in-place recycling, and combinations thereof.

Florida Statewide Airport Pavement System

Contact: John Scherling (850) 414-4485; FDOT Aviation Office / Federal Aviation Administration

Our team was involved for six years in implementation of a pavement management program (PMP) for the Florida airport system that included over 45 airports. Our responsibility as a subconsultant specifically involved providing certified engineering technicians to perform visual inspection and collect data for Pavement Condition Index (PCI) technology and forecasting. Using the data collected and the owner's computer software we assisted the FDOT/FAA in program maintenance and improvement strategies for Florida airports.

FCCJ Pavement Investigation, Evaluation, and Design Recommendations

Contact: Catherine Horn & Mark Picca (904) 646-2308; Florida Community College of Jacksonville

Our team conducted a pavement condition survey to determine the condition and the thicknesses of the existing pavement and the underlying limerock base. Based on our analysis, we then provided appropriate remedial recommendations. The scope of these services was as follows:

- Conducted a total of 20 pavement and limerock cores - all holes patched upon completion of coring
- Conducted a visual pavement condition survey, and documented the deficiencies
- Evaluated the retrieved pavement cores and the data collected from the field
- Provided a description of existing pavement conditions
- Presented milling depths based on the collected data
- Provided a recommended resurfacing thickness for the asphalt
- Presented general site preparation recommendations for milling and resurfacing

The overall project included milling and resurfacing of the perimeter road and the parking areas, isolated full depth construction, construction of curb and gutter, adjustment and modification of selected drainage structures, reconstruction of sidewalk and curb ramps at specified locations as necessary to become compliant with current ADA standards, and signing and pavement marking.

Naval Air Station, Cecil Field Strategic Airport Master Plan – Jacksonville Port Authority

Contact: Robert Overby (904) 256-2500; RS&H

As a sub-consultant to RS&H, we provided a general overview evaluation of the pavement and drainage, broad term maintenance and rehabilitation recommendations, and cost estimates on both landside and airside of the naval airport base. This included performing visual inspections of the present condition of the drainage systems and the pavement sections by determining their Pavement Condition Index (PCI). Therefore, recommendations of reconstruction and repair of the existing pavement sections and drainage structures were based on our study, evaluation, and cost estimates.

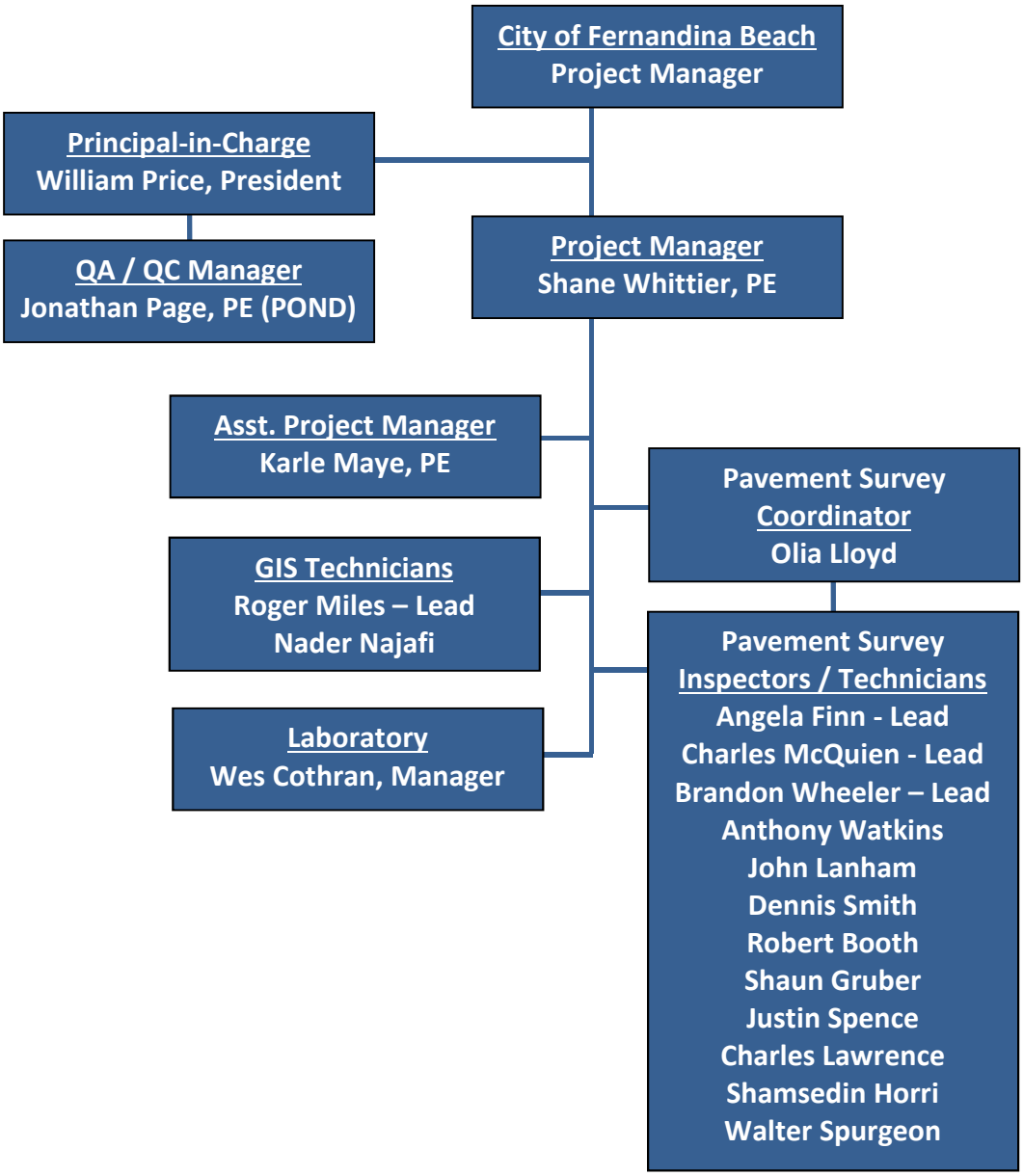
Section 5 – Other Information

… in association with POND

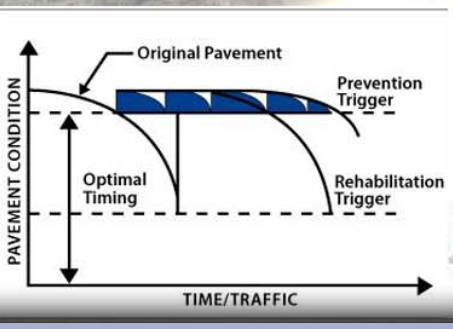
Resumes of 10 key personnel for this project are included in the following tabbed section 'Resumes'.

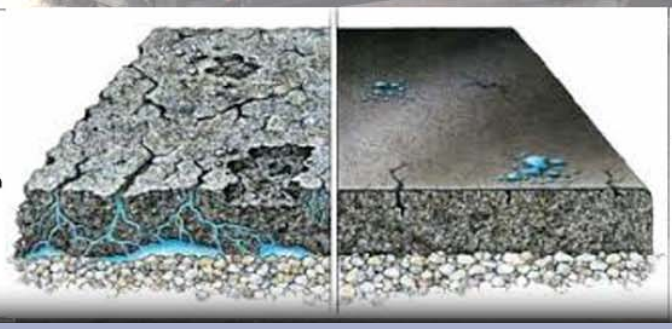
PROJECT ORGANIZATIONAL CHART

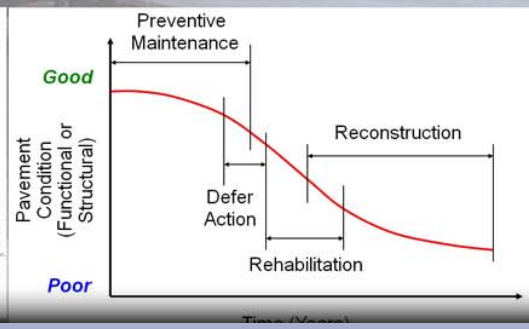
RFQ 2018-05, Pavement Management Consultant



SECTION 2 - RESUMES







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SHANE WHITTIER, PE

Project Manager

EDUCATION

BS, Civil Engineering
University of North Florida, 2007

PROFESSIONAL REGISTRATIONS

Florida PE # 75525

Mr. Whittier has over 10 years of experience in civil, roadway, construction materials testing, and geotechnical engineering projects. He has served as project manager for a variety of projects at the local, state (FDOT, FDEP, and DEO), and federal government levels, as well as commercial. These projects have included roadways, bridges, commercial/residential structures, and aviation facilities. Shane has successfully managed projects that include roadway resurfacing, roadway widening, new road construction, drainage improvements, pedestrian facilities, airport runway, taxiway and hangers, advanced laboratory testing, shallow foundations, driven piles, drilled shafts, auger cast piles, static load testing, earth retention structures, and earthen embankments. He has provided services including construction materials testing, review of plans and specifications, review of commercial site plans, review of roadway improvement plans, project planning, project estimates and static load test monitoring. Mr. Whittier's strong technical background is complemented by his wide familiarity with market software for engineering analysis and design. Among these are AutoCAD, Microstation, Micropaver, ICRP, and ArcGIS.

EXPERIENCE

Senior Materials & Geotechnical Engineer, CMT Department Manager, CSI Geo, Inc. – Responsibilities include managing materials testing and inspection services, insuring tests and inspections are performed in compliance with the relative specifications, maintaining timelines and budgetary requirements, providing estimates and proposals, and maintaining laboratory certifications. Some specific projects include the following:

- District-wide Geotechnical and Materials Testing Projects (2014) – Serves as Project Engineer for the current Verification Testing (VT) Services contract with District 2 of the FDOT. Contract provides VT serves for various projects in northeast Florida. Services include bituminous construction materials testing, aggregate testing, base testing, subgrade testing, embankment materials testing, pavement marking materials testing, portland cement concrete testing, precast concrete products testing, dilled shaft inspection, non-destructive testing (NDT), department sampling tracking database, consultant contract project management, construction materials investigations, special studies & projects, miscellaneous construction related activities, materials inspection and testing, and related to maintenance activities.

- Blount Island Marine Terminal (BIMT) Wharf Reconstruction Phase 1 – Currently serve as the Contractor's Senior Materials Engineer for the improvements to Jaxport's Wharf 35 at BIMT. Services include asphalt testing (plant and field), concrete and grout testing, soils testing, pile driving inspection, vibratory monitoring, welding inspection, and professional services.

Engineer II, Nassau County Engineering Services – Responsible for Capital Improvement Projects including roadway resurfacing, roadway widening, new road construction, drainage improvements, pedestrian facilities, pavement management and bridge maintenance. Projects included County and FDOT roadway intersection improvements. Provided services including civil engineering design, construction engineering inspection, project management, permitting, and civil site plan review. Some specific projects included the following:

- Nassau County Pavement Management Program (PMP, 2010-2015) – Served as Project Manager for 5 years which included over 420 miles of paved roadways. Scope included existing pavement condition inspection, developing and maintaining the pavement inventory database, conducting data and project level analyses, design improvements for specific projects and in-house construction engineering inspection (asphalt plant, asphalt field and earthwork testing). Over 50 miles of roadways were improved under the PMP.

- Blackrock Road Widening and Reconstruction Phases 1 & 2 – Served as the Project Manager for the design and construction improvements to Blackrock Road. Project Scope included analysis of existing pavement condition, design of roadway improvements including widening and cold-in-place recycling (CIR), resurfacing, signage, and striping. CEI was performed in-house and included asphalt field testing. All testing and inspections were in accordance to FDOT specifications.
- Ratliff Road Reconstruction – Served as Project Manager for the design and reconstruction of a failed portion of Ratliff Road due to base saturation. Project Scope included analysis of existing pavement condition, geotechnical exploration, design of roadway improvements including full depth reclamation (FDR), resurfacing, signage and striping. CEI services were performed in-house and included asphalt field testing. All testing and inspections were in accordance to FDOT specifications.

Other Projects for Nassau County Included:

- Jasmine St Drainage Improvements and Resurfacing (Project Manager)
- Julia St Multiuse Path (Project Manager)
- CR115A at Little St. Marys Bridge Repair (Project Manager)
- Countywide Bridge Maintenance Program (Project Manager)
- William Burgess Blvd Extension (Engineering Support)
- Commerce Blvd New Road Construction (Engineering Support)
- Chester Road Widening (Engineering Support)
- Amelia Concourse/ SR A1A Intersection Improvements (Engineering Support)
- S. 14th St Widening (Engineering Support)
- Intersection Improvements at US-1@Ratliff Rd, US-301@Ford Rd, US-301@Sandy Ford Rd, CR107@Goffinsville Rd, CR108@CR115A, Citrona Dr@Sadler Rd, and 14th St@Simmons (Engineering Support)

Legacy Engineering, Inc. – Worked as project engineer for construction materials testing and geotechnical exploration projects. Provided geotechnical surveys and materials testing for various types of projects including roadways, residential/commercial, industrial, port/coastal, environmental and aviation. Some specific projects included the following:

- I-10 @ Brandonfield Interchange – Worked as a Staff Engineer for Quality Control services including earthwork, asphalt, concrete and laboratory testing. Project included roadway widening and resurfacing, bridge construction and drainage improvements.
- I-95 @ Trout River Bridge Improvements – Worked as a Staff Engineer for Quality Control services including earthwork, asphalt, concrete and laboratory testing. Project included roadway construction, bridge construction, drainage improvements and resurfacing.

Other projects include:

- NAS Jax Airport Hanger Addition
- Mayport Wharf for Nuclear Submarine Addition
- North East Florida Regional Airport Taxiway Improvements
- Palatka Municipal Airport Resurfacing
- Rayonier Borrow Pits
- Max Leggett Parkway Construction
- Various commercial and residential projects.

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WILLIAM "BILL" PRICE

Principal -in-Charge

EDUCATION

BS, Civil Engineering
Howard University, 1979

PROFESSIONAL AFFILIATIONS

Society of American Military Engineers

Florida Institute of Consulting Engineers

American Public Works Association

American Council of Engineering Consultants

American Society of Civil Engineers

Conference of Minority Transportation Officials

American Society of State Highway Engineers

National Society of Black Engineers

American Concrete Institute

As President and founder of CSI Geo, Mr. Price is a seasoned veteran of Earth Sciences, Construction Materials, Pavement Evaualtion, and Inspection Services. He has direct responsibility for all laboratory and site testing and inspection, ensuring that proper procedures are followed in accordance with drawings and specifications. He has provided geotechnical engineering services for a variety of commercial, industrial, military, and various Florida Department of Transportation projects. Together with his managerial duties, he has performed site testing and inspection as well as laboratory testing of concrete, drilled shafts, bituminous materials, and soil classification and mechanics. He has routinely performed geotechnical surveys and data collections for foundation designs and recommendations. Additionally, he has provided quality control inspection services for airports, roadways, bridges, levees, and various government, commercial, and industrial projects throughout the Southeast.

Mr. Price is heavily involved with the day-to-day activities at CSI Geo. He serves many roles as Principal-in-Charge, including serving as a liaison to City, County, State, and Federal agencies. He provides executive-level oversight ensuring that project team members receive all necessary training and resources and that all projects are performed according to the various standards and procedures. Mr. Price's position in the community and commitment to service, as well as his reputation for problem solving and swift action gives him a level of respect and approachability. This puts him in the unique position of becoming an ombudsman of sorts, communicating directly with the public regarding their concerns and handling any issues that may arise before they escalate.

Mr. Price is committed to providing the City of Fernandiana the same level of quality service his award-winning firm has become known for. He will be intimately involved in project operations and will be in constant contact with CSI Geo's project management team to ensure each task is performed to the City's complete satisfaction.

EXPERIENCE

Florida Statewide Airport Pavement Management System

Responsibilities included the management of inspectors to perform visual inspection of concrete and asphalt pavement inspection. He was involved in implementation of a pavement management program (PMP) for the Florida airport system that includes over 45 airports. His responsibility as a subconsultant specifically involved performing and providing certified engineering technicians to perform visual inspections and to collect data for Pavement Condition Index (PCI) technology and forecasting.

Naval Air Station Cecil Field
Cecil Field Strategic Airport Master Plan

He provided a general overview evaluation of the pavement and drainage, broad term maintenance and rehabilitation recommendations, and cost estimates on both landside and airside of the naval airport base. This included performing visual inspections of the present condition of the drainage systems and the pavement sections by determining their Pavement Condition Index (PCI). Therefore, recommendations of reconstruction and repair of the existing pavement sections and drainage structures were based on our study, evaluation, and cost estimates.

FDOT, Verification Quality Control Contract, District 2

Principal-in-Charge - Responsible for continuing to maintain and hire skilled personnel to provide quality material testing and inspection services that encompass various construction contracts throughout the District. He ensures that all requested resources from management are available to maintain CSI Geo's lab accreditation and certification and is always in operational status above excellence. Projects included bridges, box culverts, minor and major roadways and highways, mast arms, retaining walls, and various miscellaneous projects. Controls the management and scheduling of inspection and technician personnel to assure soil, concrete, and asphalt materials are inspected and tested in accordance with standards and procedures.

JTA General Engineering Services Contract

Principal-in-Charge – Responsible for the contract management and direct liaison with the JTA. Under this General Engineering Contract (GEC), CSI Geo staff provided CEI services for several Design/Build and Design/Bid/Build projects consisting of construction of roadway widenings, bridges, and solving soil improvement issues. In addition, construction included pavement and milling of the existing roads, associated drainage facilities, utility coordination, roadway lighting, signal modifications, pavement marking, and other incidental items necessary to complete all the projects. Projects included Wonderwood Expressway, JTB/I-95 Interchange, and Branan Field Chaffee Road corridor. His management staff conducted bi-weekly progress meetings, prepared review comments status tracking reports, weekly reports, monthly reports, pay estimates, RFI's, and PCO's. He monitored quality control and quality assurance testing, and reviewed monthly project schedule, erosion control systems, and traffic control plans.

COJ Construction Materials Testing and Inspection Contract

Principal-in-Charge – CSI Geo staff performed quality control testing and construction materials inspection including in-place soil compaction testing (nuclear density), concrete sampling and testing, asphalt roadway and plant inspections. Laboratory tests including soils proctors, and associated soils analyses, as well as concrete cylinder strength tests. CSI Geo staff provided technical guidance to city personnel and resolved constructability problems as needed. Routine laboratory testing was conducted on representative soil samples as necessary for each individual project. Specifically, laboratory testing included determination of grain size distribution, carbonate content, Atterberg Limits, moisture content, specific gravity, organics content, consolidation, environmental classification, and compaction testing (6-inch molds). Construction elements included piers, parks, paved bike trails, pedestrian & bike bridges, buildings such as fire stations, roadways, canals, and ponds.

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KARLE A. MAYE, PE

Assistant Project Manager

EDUCATION
BS, Mechanical Engineering
University of Florida, 1990

REGISTRATIONS
Professional Engineer, Florida, 64016, 2006

Professional Engineer, Georgia, PE041091, 2016

CERTIFICATIONS
- CPN Nuclear Density Gauge Safety Certification
- FDOT QC Manager (CTQP)
- FDOT Final Estimates I & II (CTQP)
- FDEP Stormwater Management Inspector
- FDOT Advanced Maintenance of Traffic
- FDOT Critical Structures Construction Issues Self Study
- SSPC BCI Coatings Inspector Level I (#73947)
- SSPC C-3 Supervisor/Competent Person for Deleading Structures

TIN: M000501643430

Mr. Maye, PE, has over 26 years of transportation engineering experience in construction of transportation projects including project administration, materials sampling, pavement evaluation, acceptance testing, and final certification of major road and bridge projects. He has served as a Bituminous Asphalt Materials Engineer for the FDOT District Two Materials office in the QA, asphalt plant, and pavement department. Mr. Maye has immense knowledge regarding the administration and certification of asphalt roadway projects. He has served as a Senior Project Engineer for multiple municipal projects, Project Engineer on numerous FDOT roadway projects, most notable was SR-50 in Orange/Lake County, and as a Materials Certification Engineer at the State Materials Office for FDOT Construction projects statewide.

PROJECT EXPERIENCE

Jacksonville Transportation Authority - FCF SEBRT Avenues Walk Park-N-Ride, Jacksonville, FL
Sr. Project Engineer. Project consists of constructing a new Park-N-Ride facility, administrative building, and access road. Work includes site clearing, earthwork, drainage, concrete, asphalt paving, and vertical construction.
Project Manager: Richard Schwabe 904-630-3180 (02/2018 to Present)

Jacksonville Transportation Authority - FCF NBRT Fiber Optic, Jacksonville, FL
Sr. Project Engineer. Work included directional bores, bridge mounted conduit, fiber optic cable, traffic controller units, cabinet connections, and signals.
Project Manager: Chris LeDew 904-598-8713 (09/16 to 08/2017)

Jacksonville Transportation Authority - FCF NBRT Park-N-Ride, Jacksonville, FL
Sr. Project Engineer. Project consisted of construction of new Park-N-Ride facility and retro-fit of existing building on Armsdale Road and included inspection and testing of earthwork, drainage, concrete, paving, and vertical construction.
Project Manager: Richard Schwabe 904-630-3180 (02/2016 to 09/2016)

SR 126(Emerson Street) Mill & Resurface, FDOT District 2, Jacksonville, FL
Project Engineer. Work consisted of mill and resurface of parabolic crown roadway, curb and gutter, sidewalk, signal improvements, and coordination with existing utilities. Project also included a JPA with JEA to install a new 12-inch water main from Spring Park Road to Sharon Terrace.
Project Manager: Guelmary Mendez 904-360-5552 (07/2016 to 04/2017)

Various Drainage Improvements, FDOT District 2, Jacksonville, FL
Project Engineer: Work included desilting, pipe lining and replacement of existing drainage pipes, full depth reconstruction with and without flowable fill, subsurface pressure grout injection, milling and resurfacing, sidewalk replacement, and pavement markings, all in select locations on SR 115 (Lem Turner) and SR 104 (Dunn Ave). Pavement evaluation was performed in certain areas to determine cost effectiveness for milling/resurfacing. Reference: Project Manager Guelmary Mendez 904-360-5552 (01/2016 to 09/2016)

First Coast Flyer - Bus Rapid Transit – N. Corridor, JTA, Jacksonville, FL
Senior Project Engineer. Work consisted of constructing nine bus stop stations along Lem Turner from I-295 to downtown. Work also included four-inch sidewalk, eight-inch reinforced sidewalk, curb, drainage improvements, milling and asphalt paving, conduit installation, electrical utility service, lighting, pedestrian signal upgrades, ADA ramps, striping, and landscaping. Responsible for providing construction inspection services for construction inspection and verification testing which included nuclear densities, concrete, and asphalt paving for eight bus stop stations. Responsibilities included coordination of inspection personnel, invoicing and contract management. Reference: Project Manager Richard Schwabe 904-630-3180 (07/2015 to 01/2016)

Baldwin Park-N-Ride, JTA, Baldwin, FL
CEI Consultant Engineer. Responsible for providing construction inspection services for construction inspection and verification testing which included nuclear densities, concrete, asphalt and drilled shaft. Project included excavation, drainage, base, bus pad construction, asphalt paving, mast arm signal and striping. Responsibilities included coordination of inspection personnel, invoicing and contract management. Reference: Project Manager Jessica Ligator 904-630-3119 (11/2014 to 04/2015)

SR 25(US 41) Resurfacing and Johnson Stripling Road Pave Shoulders, FDOT District 2, Lake City and Perry, FL
CEI Consultant Engineer. Responsible for providing construction inspection services for the milling and resurfacing SR 25 from CR 252 to SR 47 (428693-1-52-01). Contract also included paving shoulders and resurfacing mainline on Johnson Stripling Road from Pace Drive to Roberts Aman Road (429750-2-52-01). Responsibilities included coordination of inspection personnel, invoicing and contract management. Reference: Project Manager Ben Keen 386-961-7224 (05/2014 to 03/2016)

SR 19 Left Turn Lane at Point of Woods Subdivision, Putnam County, Palatka, FL
Construction Project Engineer. Responsible for providing construction engineering inspection services for the construction of a left turn lane from SR 19 into Point of Woods subdivision (424359-1-58-01). SR 19 was in need of engineering and construction services for a left turn lane at the subdivision that would improve conditions, as well as ease traffic flow in the area. Services included documentation of construction activities on the project daily, coordination meetings with utility companies, documentation of weather conditions, and tracking of quantities for estimate payments. Reference: Project Manager Felipe Rivera 386-329-0346 (07/2012 to 10/2012)

CEI Group 104 Projects, FDOT District 5, Clermont and Winter Garden, FL
Project Engineer. SR 50 from Hancock Road in Lake County to Remington Road in Orange County. Karle served as Project Engineer on this District Five project, which consisted of widening SR 50 from 4 to 6 lanes (238429-4-52-01). Karle's duties included reviewing and documenting construction activities, reviewing verification material testing and LIMS entry, reviewing contractor's quality control efforts, reviewing erosion control measures and jobsite MOT, assisting in the preparation of monthly and final estimates, daily coordination with Contractor representatives and DRMP's inspection staff, answering RFI's, resolving construction issues, and negotiation of extra work/cost with the Contractor.

Two Roadway Improvement Projects, City of Casselberry, Casselberry, FL
Sr. Project Engineer. Karle served as SPE on the Triplet Lake Drive at US17/92 and North Winter Park Drive Widening and Realignment projects. These projects included roadway construction, structural wall construction, utility construction, signalization, landscaping, and signing and pavement markings. Responsibilities included reviewing and documenting construction activities, reviewing material's sampling and testing, reviewing erosion control measures and jobsite MOT, assisting in the preparation of monthly and final estimates, coordination with Contractor representatives and DRMP's inspection staff and resolving construction issues.

CEI Group 98 Projects – Bridge Joint Rehabilitation on Multiple Bridges, FDOT District 5, Orlando, FL
Project Engineer. Karle served as Project Engineer on bridge joint rehabilitation for eight bridges on SR 400 (I-4) and SR 414 in Orange County (417780-1-52-01), which included joint replacement, header repair and crack injection/sealing. Reference: Project Manager Amy Scales 386-943-5729 (07/2008 to 10/2008)

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ROGER MILES

Lead GIS Technician

EDUCATION

AS, Computer Aided Drafting
And Design, 2005
Florida Technical College

CERTIFICATIONS / QUALIFICATIONS

ESRI online certification

Learning ArcGIS Desktop, ArcGIS 9.2-9.3, ArcGIS 10

U.S. Army Corps of Engineers Levee Inspection Workshop Certification

Workshop Certification

Mapsource

PROFESSIONAL AFFILIATIONS

ESRI, ArcNews

Autodesk User Group International

Mr. Miles has over 13 years of professional experience in civil and roadway drafting and design, having prepared design documents for a variety of municipal, state, federal, and private clients including FDOT and SFWMD. He is proficient with a variety of software programs including AutoCAD 2018, Microstation V8I, Civil 3D, and AutoTURN. Further, , he has over 7 years of experience using ArcGIS for data collection using spreadsheets, data reconciliation, data visualization, and analysis for pavement design and maintenance, data presentation, reports Map creation and production for U.S. Army Corps of Engineers, Florida Department of Environmental Protection and City of Jacksonville.

EXPERIENCE

Roadway Projects:

COJ ADA Assessments Project
City of Jacksonville; Jacksonville, Florida
Project Designer - Conducted ADA Curb Ramp Assessments in 2016 within Zip codes 32208 and 32218 on the Northside for areas including: Beverley Hills, Lem Turner, Moncrief, Norwood, Sherwood Forest, Biscayne Village, College Park, Garden City, and Ray Greene. Tasks under this contract included: preparation of Zip code maps, conducted field review preparation, performed field assessments on 1222 ramps using GIS Cloud, Data Management, Assessed ramps based on site assessments and requirements of the FDOT Design Standards, and assigned a deficiency rankings. Prepared Ramp assessment report, prepared plans using MicroStation SS4, Specifications, and Cost Estimates.

State Road 228, FDOT District 2, Macclenny, Florida
Project Designer – Conducted field survey for milling and resurfacing of SR 228 in which slope measurements were taken using a calibrated smart level to verify field data provided by FDOT. Sidewalk and pavement inspection was also conducted to assess portions of sidewalk for replacement. Design activities included: pavement design, signing and pavement markings, sidewalk design, utility coordination, and construction cost estimating and specifications.

St. Johns Bluff Road, City of Jacksonville, Jacksonville, Florida
Project Designer – Provided services required to design sidewalk on the East and West sides of St. Johns Bluff Rd for a City of Jacksonville project to improve sidewalk connectivity for this portion of St. Johns Bluff Rd. Design activities included: sidewalk design, utility coordination, and construction cost estimating.

JTA Arlington Expressway various locations
Jacksonville Transportation Authority; Jacksonville, Florida
Project Designer - Conducted field survey and prepared sidewalk design plans.

Periodic and Routine Levee Inspections in the US Virgin Islands
US Army Corps of Engineers Jacksonville District
Responsible for data collection in the field, data reconciliation, and creation of Levee Inspection Maps, Basic Reports, and Advance reports using ArcMap 10. The project consisted of performing Levee Safety Inspections throughout South Florida, as well as in the U.S. Virgin Islands, St. Croix Region at the Mon Bijou Project.

Beck's Lake Road over Unnamed Branch Creek Bridge Replacement, FDOT District 3, Escambia County, Florida – CSI provided services required to design a replacement for the existing structurally deficient bridge. Services included bridge design, roadway design, bridge hydraulics, signing & pavement markings, maintenance of traffic, cost estimates, and environmental permitting. Drainage design for this project included bridge hydraulics analysis of several bridge replacement alternatives, scour calculations, and bridge deck and roadway conveyance design. The final recommendation was a concrete cast-in-place box culvert.

Pineville Road over Brushy Creek Bridge Replacement, FDOT District 3, Escambia County, Florida – CSI provided services required to design a replacement for the existing structurally deficient bridge. Services included bridge design, roadway design, bridge hydraulics, signing & pavement markings, maintenance of traffic, cost estimates, and environmental permitting. Drainage design for this project included bridge hydraulics analysis of several bridge replacement alternatives, scour calculations, and bridge deck and roadway conveyance design.

I-295 MOT Bridge Painting, FDOT District 2, Various Locations, Florida – CSI prepared a maintenance of traffic (MOT) plan for bridge painting at eight locations, including I-10 EB to I-295 NB over I-295 SB, I-10 WB to I-295 SB over I-295 NB, I-295 SB over SR 228, I-295 SB over US-1, I-295 NB over US-1, Trout River Boulevard over I-295, and Old Kings Road over I-295.

I-295 Dames Point Bridge at Mill Cove Crossing, Median Barrier Wall Replacement, FDOT District 2, Jacksonville, FLORIDA - Designer/Drafter for the design and construction of 4,050 LF (0.767 mile) of replacement concrete median barrier wall on the Dames Point Bridge and the approach guardrail transition to the bridge. Additionally, the end treatment and appropriate length of advancement was upgraded to current standards. As part of the design/build team, CSI provided structural and roadway design, drainage, permitting, and Maintenance of Traffic services.

County Road 315 (Sharron Road) over Green's Creek Design-Build, Clay County Board of County Commissioners, Clay County, Florida – Designer/Drafter for design services to replace the existing structurally deficient bridge on Sharron Road over Greens Creek in Clay County. Design included roadway design, signing and pavement marking, erosion control, traffic control, drainage, utility coordination, and permitting. Bridge design included replacement of the existing timber beam structure with an 81-foot two span prestressed slab unit bridge, with the end slopes protected by rubble riprap.

Inspection of BP Pipe Bridge over State Road 105, BP Americas, Jacksonville, Florida – Designer/Drafter for this project, which erected a 143 foot bridge over SR 105 (Hecksher Drive) at the BP Terminal in Jacksonville, Florida. Services included quality assurance, construction engineering inspection services, permitting services (through FDOT, CSX Railroad, and Jacksonville Transportation Authority), utility coordination, and maintenance of traffic coordination with ongoing JTA work outside the project limits. Additional work was later added to erect a retaining wall around the tank farm tower to allow for added protection due to the alignment of the new roadway.

Broad Street Off Ramp Rehabilitation/Restoration, City of Augusta, Georgia - Designer/Drafter for rehabilitation/restoration design services on this historic bridge built in 1916 for the City of Augusta, Georgia. The project included in-service bridge inspection, load rating, concept design, utility identification and relocation, and final design along with assistance during the construction phase.

I-10 / I-95 Upgrade / Enhancement of Signs, FDOT District 2, Florida – Designer/Drafter for the structural analysis of 24 span and cantilever sign structures associated with interstate sign upgrades.

Pine Avenue Pedestrian Bridges, FDOT District 2, Fleming Island, Florida – Designer/Drafter for replacement of a total of 9 structurally deficient pedestrian bridges. Services for the redesign effort included survey, geotechnical, permitting, roadway, structures, and drainage design services. Lidar elevation data and GIS software were used to assist in delineation of basins, calculate basin hydrologic properties, and supplement survey data for constructing the bridge hydraulic models. Bridge Hydraulic and Scour calculations were performed with the U.S. Army Corps of Engineers' HEC-RAS computer program. The drainage design also included redesigning and lining some ditches along the project as well as analysis and stabilization of areas experiencing excessive erosion.

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NADER NAJAFI
GIS Technician

EDUCATION

MS, GIS
Florida State University, 2014

BS, Urban and Regional Planning
Florida State University, 2013

Relevant courses:
Geographic Information Processing and Systems Software

Seminar on GIS Applications in Florida

GIS and Introduction to Remote Sensing

Seminar on Surveying Methods and Applying ArcGIS

Mr. Najafi has over 5 years of experience in traffic analysis, GIS, and preparing construction plans. He has experience with FDOT standards and has been working as a Staff Engineer and GIS Technician on projects for City of Jacksonville, Jacksonville Transportation Authority, and Florida Department of Transportation with experience using ArcGIS for data management, data visualization and analysis, and data presentation and map creation. He also has experience with field inspection of sidewalk pavement conditions for various public works projects for the previously mentioned state and local agencies in which data involving site conditions were collected on site to be used for visualization and analysis.

EXPERIENCE

Roadway Projects:

COJ ADA Assessments Project
City of Jacksonville, Jacksonville, Florida
Staff Engineer - Conducted ADA Curb Ramp Assessments in 2016 within Zip codes 32208 and 32218 on the Northside for areas including: Beverley Hills, Lem Turner, Moncrief, Norwood, Sherwood Forest, Biscayne Village, College Park, Garden City and Ray Greene. Tasks under this contract included: Prepared Zip code maps, conducted field review preparation, performed field assessments on 1222 ramps using GIS Cloud, Data Management, Assessed ramps based on site assessments and requirements of the FDOT Design Standards and assigned deficiency rankings. Prepared Ramp assessment report, prepared plans using MicroStation SS4, Specifications, and Cost Estimates.

State Road 228, FDOT District 2, Macclenny, Florida
Staff Engineer – Conducted field survey for milling and resurfacing of SR 228 in which slope measurements were taken using a calibrated smart level to verify field data provided by FDOT. Sidewalk and pavement inspection was also conducted to assess portions of sidewalk for replacement. Design activities included: pavement design, signing and pavement markings, sidewalk design, utility coordination, construction cost estimating, lighting, and signalization.

Pine Avenue, Fleming Island, Clay County, Florida
Staff Engineer – Conducted sidewalk and pavement inspection for the east and west sides of Pine Avenue, a 5.5 mile residential two-lane road, in Fleming Island for sidewalk design and improvement. Field inspection activities included assessing sidewalk and pavement conditions, identifying sections of sidewalk to be removed and replaced, and identifying potential utility conflicts. Design activities included design of nine pedestrian bridges, signing and pavement markings, utility coordination, and construction cost estimating.

St. Johns Bluff Road, City of Jacksonville, Jacksonville, Florida
Staff Engineer – Conducted 2.5 miles of field inspection for the East and West sides of St. Johns Bluff Rd for a City of Jacksonville project to design and construct sidewalk on St. Johns Bluff Rd. This includes: sidewalk design, utility coordination, and construction cost estimating.

JTA Arlington Expressway various locations
Jacksonville Transportation Authority, Jacksonville, Florida
Staff Engineer - Conducted field survey and prepared sidewalk design plans.

State Road A1A, FDOT District 2, St. Johns County, Florida
Staff Engineer – Conducted field assessment survey and prepared construction plans for restoring and replenishing ditch lining behind the sheet pile wall, adding bank and shore rubble between the sheet pile wall and the water's edge, repairing paved shoulders and reestablishing embankment and ditch profiles washed out by Hurricane Matthew. Other design activities included surveying, environmental permitting, and utilities coordination

State Road A1A, FDOT District 2, St. Johns County, Florida
Staff Engineer – Conducted field assessment survey for 16 miles of milling & resurfacing of SR A1A from Village Drive to Ponte Vedra Blvd. in St. Johns County. Design activities included: pavement design, signing and pavement markings, traffic control plans, utility coordination, construction cost estimating and specifications.

Florida Department of Transportation, Tallahassee, Florida
October 2013 – August 2016
Crash location analyst - Duties included the use of the Spatial Analyst tool in ArcMap in order to update roadway attributes for FDOT traffic density maps and running analyses in Microsoft Access. Other duties review and provide quality control of Florida Department of Transportation Traffic Crash Reports (FTCR); obtain and generate coordinates for each crash location; update and maintain database used to support various research efforts.

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OLIA LLOYD, III

Pavement Survey Coordinator

CERTIFICATIONS

Nuclear Density Gauge Safety

ACI Concrete Field Testing Technician Grade I

ACI Concrete Transportation Construction Inspector

ACI Concrete Strength Technician

ACI Aggregate Base Testing Technician

FDOT Concrete Field Inspector Level I & II (CTQP)

FDOT Concrete Laboratory Technician (CTQP)

FDOT Asphalt Paving Level I & II (CTQP)

FDOT Asphalt Plant Level I & II (CTQP)

FDOT Aggregate BaseTesting Technician (CTQP)

FDOT LBR Technician (CTQP)

FDOT Qualified Sampler Technician (CTQP)

FDOT Earthwork Construction Inspection Level I & II (CTQP)

FDOT Drilled Shaft Inspection (CTQP)

FDOT Pile Driving Inspection(CTQP)

FDOT QC Manager (CTQP)

FDOT Advanced Maintenance of Traffic (CTQP)

Certified Erosion and Sediment Control Inspector (GSWCC)

Certified Erosion and Sediment Control Level II Plan Reviewer (GSWCC)

TIN

052656637 (Georgia DL)

Mr. Lloyd's 13 years of experience includes quality control testing and inspection services for laboratory concrete and soils testing, as well as assuring compliance with applicable specifications, standards, and drawings. His background also includes concrete paving, storm drainage and utility line installations, box culverts, bridges and bridge structures, as well as earthwork inspection and testing. He is very familiar with all aspects of construction inspection and provides project management assistance.

EXPERIENCE

City Wide Resurfacing Contract
City of Jacksonville, Florida
Quality Control Manager/Sr.Inspector. Responsibilities included asphalt plant inspection and testing of Marshall mix asphalt for municipal streets improvement projects throughout the City.

FDOT District 2 Geotechnical & Materials Testing Contract
Quality Control Manager & Project Coordinator for this districtwide contract which provides Verification Testing, Highway Materials Testing, Foundations Studies, Construction Materials Inspection, Soil Exploration, and Geotechnical Exploration Testing to the Department. Projects within this contract are located, or begin, East of US 301, and include all of Bradford, Clay, Duval, Nassau, Putnam and St. Johns Counties. Responsibilities include project coordination and asphalt plant testing.

Jacksonville Engineering Testing & Inspection Contract,
Jacksonville, Florida
Quality Control Manager responsible for technical guidance to city personnel and resolved constructability problems when they arise. Provided QC for Asphalt Testing and Inspection, and Routine laboratory testing that was conducted on representative soil samples as necessary for each individual project. Also, quality control testing and construction materials inspection including in place soil compaction testing (nuclear density), concrete sampling and testing, asphalt roadway and plant inspections. Construction elements included piers, parks, paved bike trails, pedestrian and bike bridges, buildings such as fire stations, roadways, canals, and ponds.

SR 19 Left Turn Lane at Point of Woods Subdivision, Putnam County
Putnam County, Florida
Technician/Inspector - Responsible for performing concrete, asphalt and soils testing and inspection. This project consisted of the construction of a left turn lane from SR 19 onto Point of Woods Subdivision. SR 19 was in need of engineering and construction services for a left turn lane at the subdivision that would improve conditions, as well as ease traffic flow in the area.

SR 15 (US 17) Reed Avenue at Browning Lane/Putnam County Blvd., FDOT District 2
Inspector/Technician responsible for the on-site inspection and monitoring of soils, concrete, and piping installation. In addition, he also made necessary soil density measurements and documented the density log book in accordance with FDOT requirements. This FDOT project involved the construction of a turn lane from SR 15 to Browning Lane and Putnam County Blvd. He provided verification testing services (Quality Assurance), as well as materials sampling and testing, documentation of activities of material used, LIMS data entry and other contract administration functions.

I-95 Widening/Trout River Bridge Replacement, FDOT District 2
Inspector responsible for concrete and soils testing and inspection. Project includes Interstate widening, bridge widening, new bridge construction, embankment, limerock base, stabilized subgrade, concrete placement, asphalt placement, and maintenance of traffic.

I-95 Widening/Heckscher Drive to I-295, FDOT District 2
Inspector responsible for concrete and soils testing and inspection. Project includes Interstate widening, bridge widening, embankment, limerock base, stabilized subgrade, concrete placement, asphalt placement, and maintenance of traffic.

Regency Bypass Segments I & II, City of Jacksonville, Florida
Inspector/Technician responsible for the on-site inspection and monitoring of soils, concrete, and piping installation. In addition, he also made necessary soil density measurements and documented the density log book in accordance with FDOT requirements.

Heckscher Drive Widening, Phase II, Jacksonville, Florida
Jacksonville Transportation Authority
Project consisted of a two miles, $7 million widening and resurfacing. Roadway improvements included retention pond, embankments, base, asphalt, resurfacing, intersection improvements, drainage, signalization. Responsibilities included soils and concrete testing, and creation and maintenance of density log books.

Wonderwood Expressway, Segment I (Girvin Road to Monument Road), Jacksonville, Florida
Jacksonville Transportation Authority
Inspector/Technician. Approximately $12M project involving widening an existing 2 lane facility to a 4 lane divided highway. Work includes 1 bridge, earthwork, drainage structures, sidewalks, curb & gutter, asphalt pavement, pavement markings, signing and signalization and maintenance of traffic. Responsible for monitoring and testing of earthwork, drainage structure installation, soil samples, stabilized subgrade and limerock base.

Wonderwood Expressway, Segment II, Duval County, Florida
Jacksonville Transportation Authority
Inspector/Technician responsible for the on-site inspection and monitoring of soils, concrete, and piping installation. In addition, he also made necessary soil density measurements and documented the density log book in accordance with FDOT requirements.

Miscellaneous Roadways and Parks Construction Projects, City of Jacksonville, Florida
Inspector. Responsibilities included inspection and testing of soils, sub-base, concrete, and asphalt for a variety of small municipal improvement projects throughout the city.

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ANGELA FINN

Pavement Inspector

CERTIFICATIONS

Nuclear Density Gauge Safety

ACI Concrete Field Testing Technician – Grade I

FDOT Earthwork Construction Inspection Level I & II (CTQP)

FDOT Asphalt Paving - Level I & II (CTQP)

FDOT Asphalt Plant - Level I & II (CTQP)

FDOT Final Estimates I (CTQP)

FOT Advanced Maintenance of Traffic

IMSA Safety in the Workzone

FDOT Plan Reading Certified

FDOT Structures - Levels I, II, and III

FDOT Sub-grade & Base

FDOT Pipe Placement

FDOT Construction Math

FDOT Utility Relocation, Clearing & Grubbing & Miscellaneous Structures

TIN

F500-012-65-923-0

With over 25 years of experience, Ms. Finn's main strength is Asphalt Roadway and Plant Inspection and Testing, although she is equally proficient with Utility Inspections and Relocations. She has had direct responsibility for all plant laboratory and site testing. She has also provided and maintained all plant Quality Control Calibrations as well as assisted in performing FDOT approved bituminous mixture designs (Type SI, SII, SIII and FC). She has provided crack relief and roadway inspections for FDOT and various JTA/FDOT projects. Ms. Finn has performed conflicting utilities verifications, utility relocation inspections for compliance with the requisite specifications, and is adept in facilitating the tasks necessary to administer the construction contract in accordance with the plans, specifications, and contract provisions. Additionally, she has performed various embankment, limerock, and concrete testing on bridge and roadway projects. She is experienced at performing LBR's, proctor, Atterburg, sieve analysis, and other various laboratory testing.

PROJECT EXPERIENCE

Engineering Testing & Inspection Contract
City of Jacksonville, FL
Senior Inspector responsible for providing QC for Asphalt Testing and Inspection, and Routine laboratory testing that was conducted on representative soil samples as necessary for each individual project. Also, quality control testing and construction materials inspection including in place soil compaction testing (nuclear density), concrete sampling and testing, asphalt roadway and plant inspections. Construction elements included piers, parks, paved bike trails, pedestrian and bike bridges, buildings such as fire stations, roadways, canals, and ponds.

City-wide Resurfacing Contract
City of Jacksonville, FL
Asphalt Plant Senior Inspector. Responsibilities included asphalt plant inspection and testing of Marshall mix for municipal streets improvement projects throughout the City.

Better Jacksonville Plan, Asphalt Plant Inspections, Duval County, FL
Asphalt Plant Senior Inspector. Responsibilities included random extraction sampling and testing, monitoring asphalt temperatures, as well as inspecting the stockpiles for contamination. All testing was performed in accordance with FDOT testing procedures and guidelines.

Jacksonville International Airport, Jacksonville Port Authority
Jacksonville, FL
Senior Inspector. Responsibilities included monitoring and inspection of concrete, soils, and asphalt operations, as well as installation of utility and lighting extensions. Project involved the rehabilitation and extension of runways and taxiways.

Belfort Road Interchange/J. Turner Butler Blvd.
Jacksonville, FL
Senior Inspector. Responsibilities included on-site soil testing for water and sewer utility systems, roadway subgrade/subbase and reinforced earth wall embankment. Also responsible for all concrete testing for bridge substructure and super structure. In addition performed all necessary asphalt plant inspections. All testing and inspection was performed in accordance with FDOT specifications.

Heckscher Drive Widening, Phase II, Jacksonville Transportation Authority
Jacksonville, FL
Senior Inspector. Project consisted of a two miles, $7 million widening and resurfacing. Roadway improvements included retention pond, embankments, base, asphalt, resurfacing, intersection improvements, drainage, signalization. Responsibilities included soils and concrete testing, and creation and maintenance of density log books.

Wonderwood Expressway, Segment I (Girvin Road to Monument Road), Jacksonville Transportation Authority
Jacksonville, FL
Inspector/Technician. Approximately $12M project involving widening an existing 2 lane facility to a 4 lane divided highway. Work includes 1 bridge, earthwork, drainage structures, sidewalks, curb & gutter, asphalt pavement, pavement markings, signing and signalization and maintenance of traffic. Responsible for monitoring and testing of earthwork, drainage structure installation, soil samples, stabilized subgrade and limerock base.

Wonderwood Expressway, Segment II, Jacksonville Transportation Authority
Duval County, FL
Inspector/Technician responsible for the on-site inspection and monitoring of soils, concrete, and piping installation. In addition, he also made necessary soil density measurements and documented the density log book in accordance with FDOT requirements.

J. Turner Butler Boulevard/SR 202 Widening & Resurfacing (I-95 to Gate Parkway), Jacksonville Transportation Authority
Jacksonville, FL
Inspector/Technician responsible for performing all necessary concrete inspection and testing for bridge substructure and superstructure. Also, performed field inspection and testing of subgrade/stabilized subgrade, miscellaneous concrete, and asphalt. Performed soil testing for drainage and roadways including embankment grading, stabilized subgrade, and limerock base.

FDOT District 2 Geotechnical & Materials Testing Contract
Jacksonville, FL
Quality Control Manager & Project Coordinator for this districtwide contract which provides Verification Testing, Highway Materials Testing, Foundations Studies, Construction Materials Inspection, Soil Exploration, and Geotechnical Exploration Testing to the Department. Projects within this contract are located, or begin, East of US 301, and include all of Bradford, Clay, Duval, Nassau, Putnam and St. Johns Counties. Responsibilities include project coordination and asphalt plant testing.

Craig Airport, Jacksonville, Florida, Jacksonville Port Authority
Jacksonville, FL
Senior Inspector. Provided inspection for runway and taxiway rehabilitation and expansion. Responsibilities included scheduling and performance of bituminous material testing at plant laboratories to ensure mixes were in conformance with job mix formulas and within FAA requirements. Recommended adjustments to bituminous mixture variables as needed.

Group 6 Resurfacing Projects CEI Services
Jacksonville, FL
Senior Inspector. Responsibilities included inspection and testing of limerock and sub-base, concrete and asphalt paving crack relief/repair, milling and re-surfacing, and installation of drainage structures and piping.

SR 9A Multi-Lane Construction/Baymeadows to J. Turner Butler Blvd., FDOT District 2
Jacksonville, FL
Inspector for new construction of a four lane concrete highway. Project responsibilities included site construction inspection of highway, bridge, embankment, sidewalks, drainage structures, signalization, lighting, retaining wall, concrete and asphalt paving.

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CHARLES MCQUIEN

Pavement Inspector

EDUCATION / CERTIFICATIONS

South Florida Community College - Criminal Justice, Architectural Drawing

Nuclear Density Gauge Safety

OSHA 40-hour Hazwoper Certified

CTQP Quality Control Manager

FDOT Earthwork Construction Inspection Level I & II (CTQP)

FDOT Asphalt Paving, Levels I & II (CTQP)

FDOT Asphalt Plant, Levels I & II (CTQP)

TIN: M250-148-73-147-0

Mr. McQuien has over 11 years experience involving paving operations and construction projects. During this time, he has taken part in numerous state, county, city, and private projects. His responsibilities have included measuring and tracking quantities, monitoring spread rates, roadway densities and cross-slopes, ordering asphalt, orchestrating equipment mobilizations, and communicating regularly and professionally with Subcontractors and City Inspectors. Mr. McQuien is proficient in reading, interpreting, and ensuring conformance with construction documents, is familiar with standard processes and procedures, and has experience documenting and reporting on construction activities.

PROJECT EXPERIENCE

SR 200 Milling & Resurfacing, FDOT District 2, Yulee, FL
Quality Control Tech. Responsible for daily roadway paving reports, tracking asphalt and milling quantities and monitoring spread rates. Supervised all daily milling and paving operations and computer data entry.
Reference: RS&H, Bridget Blansit, PA (904) 424-7246

SR 9A Milling & Resurfacing (Main St. to Heckscher Dr.), FDOT District 2, Jacksonville, FL
Quality Control Tech. Responsible for daily roadway paving reports, tracking asphalt and milling quantities and monitoring spread rates. Supervised all daily milling and paving operations and computer data entry.
Reference: HNTB, John Rogero, PA (904) 296-0207

I-95 Milling & Resurfacing (US-1 to Old Dixie Hwy), FDOT District 2, Flagler County
Quality Control Tech. Responsible for daily roadway paving reports, tracking asphalt and milling quantities and monitoring spread rates. Supervised all daily milling and paving operations and computer data entry.
Reference: RS&H, Bill Downey, PE (386) 673-7801

FDOT District 2 Geotechnical & Materials Testing Contract
Senior inspector for this districtwide contract which provides verification testing, highway materials testing, foundations studies, construction materials inspection, soil exploration, and geotechnical exploration testing to the Department. Projects within this contract are located, or begin, East of US 301, and include all of Bradford, Clay, Duval, Nassau, Putnam and St. Johns Counties. Responsibilities include soils, concrete, and asphalt plant testing.

Jacksonville Ash Remediation Project, City of Jacksonville, Jacksonville, Florida
Inspector. Monitored the removal and restoration of ash contaminated soils and debris from the 5th & Cleveland site in Jacksonville, Florida. Work included removal of the contaminated soils, backfilling of new clean soils, and restoration of the property to preconstruction conditions. The project was divided into stages where various parcels were done simultaneously to expedite the work and allow the contractor to lessen the impacts to the residents. The work was performed in conjunction with the Department of Environment Protection and according to FDOT specifications.
Reference: England Thims & Miller, Jim Donchez, PA (904) 759-1976

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ROBERT BOOTH

Pavement Inspector

EDUCATION

BS, Physical Education;
Stillman College / Norfolk State University, Virginia

CERTIFICATIONS

Nuclear Density Gauge Safety

ACI Concrete Field Testing Technician - Grade I

FDOT Concrete Field Technician Level I (CTQP)

FDOT Earthwork Construction Inspection Level I & II (CTQP)

FDOT Asphalt Paving Inspection Level I & II (CTQP)

IMSA Safety in the Workzone

FDOT Subgrade and Base Inspection

Construction of Portland Cement Concrete Pavements

FDOT Construction Math

FDOT Pipe Placement Inspection

FDOT Density Earthwork Inspection Training (DEIT)

AVAILABILITY

100% Available immediately

TIN

B300-760-58-095-0

Mr. Booth has over 25 years of construction experience. He is familiar with all phases of roadway construction, utility inspection, and laboratory materials testing. Mr. Booth is experienced with FDOT policies and procedures and is capable of functioning effectively on multi-project assignments.

PROJECT EXPERIENCE

Florida Statewide Airport Pavement Management System
Responsibilities included performing visual inspection of concrete and asphalt pavements of over 45 airports for FDOT/FAA. Over a six-year contract, he periodically inspected and performed pavement evaluation surveys of existing pavement conditions using the Pavement Condition Index (PCI) method developed by the US Army Corps of Engineers.

FDOT District 2 // I-10 Marietta Interchange // Duval County // FIN 213301-2-52-01
Senior Inspector for this $17.9 Million Design-Build project that consists of construction of a new interchange on Interstate 10 at Hammond Boulevard (Marietta), connection of Hammond Boulevard to Devoe Street, Widening of Hammond Boulevard from two lanes to five lanes, including pedestrian and bicycle access, drainage, and curb and gutter, and construction of dual on-ramps to north- and south-bound I-295. Responsible for concrete and soils testing and inspection.
Project Manager: Scott Lent 904-360-5563 (10/2013-present)

Jacksonville Transportation Authority // Clark Road Improvements // Jacksonville
Senior Inspector responsible for concrete and earthwork for this project to improve access to the westerly end of Clark Road from I-95.
Project Manager: Jeremy Hager 904-727-7483 (03/2012-11/2012)

FDOT District 2 // Geotechnical & Materials Testing Contract // District-wide, Northeast Florida // Multi-FIN, Contract C-8X23
Senior Inspector for this district-wide contract providing verification testing, highway materials testing, foundations studies, construction materials inspection, soil exploration, and geotechnical exploration testing to the Department. Projects were located or begin, east of US 301, and include all of Bradford, Clay, Duval, Nassau, Putnam, and St. Johns Counties. Responsibilities include concrete and soils testing.
Project Manager: Steve Sedwick, PE, FDOT 386-961-7750 (2010-2013)

FDOT District 2 // SR 9 (I-95) from S. of SR 202 (J. Turner Butler Blvd.) to N. of the Atlantic Blvd. Overpass // Duval County, FL // FIN 213217-2-52-01
Inspector / Concrete Technician for this $700,000, 6.629-mile rigid pavement rehabilitation project. Contract Amount: $80,000
Project Manager: Renee Brinkley 386-961-7392 (08/2011-12/2012)

NAVFAC Southeast // Wharf Charlie Improvements P-777 // Mayport Naval Station, Duval County, FL
Senior Inspector/Technician. This project included construction of a steel sheet pile bulkhead to tie the existing cellular diaphragm wall structure, placement of self-hardening flowable fill between existing and new bulkhead, construction of a new concrete cap and partial concrete encasement of sheet pile, installation of new foam filled fenders, and new asphalt paving. Also included was demolition of existing cold iron utility structures/connections/laterals back to mains, relocation of fuel, water and sanitary utility mains to landward of the proposed new second deck, demolition concrete pile cap and fendering face, demolition of concrete and asphalt wharf deck paving, and removal of timber fender piling. Contract Amount: $83,000.
Project Manager: Mat Worsham 904-598-9070 (12/2011-12/2013)

FDOT District 2 // CR 209 over Black Creek // Clay County, FL // 211560-2-52-01
Inspector for this project to rebuild the Black Creek Bridge, widen CR 209, and modify the vertical profile of Byron Road. Responsible for inspection and monitoring of roadway and bridge construction, testing of asphalt and soil densities, and concrete testing. Contract Amount: $175,500. Project Manager: Renee Brinkley 386-961-7392 (07/2010-12/2011)

NAVFAC Southeast // P-999 Wharf Alpha Improvements // Naval Station Mayport // Duval County, FL
Inspector for testing of concrete, grout, flowable fill and soils. The project consisted of the demolition of an electrical building and conduit associated with the building, removal of the existing lighting poles, removal of the fire hydrants, removal of the concrete curb and concrete stairwells, construction of retaining walls, anchors and milling of the existing pier surface. Contract Amount: $135,000 Project Manager: Mat Worsham 904-598-9070 (01/2011-11/2011)

Jacksonville Transportation Authority // Beach Boulevard Bridge Widening over ICW // Duval County, FL
Field Technician responsible for construction materials inspection including in place soil compaction testing (nuclear density), concrete sampling and testing, and asphalt roadway inspections. This project involved widening of Beach Boulevard from four lanes to six lanes between San Pablo Road and Penman Road, including the replacement of two existing two-lane draw bridges with high level bridges of three lanes each. Project Manager: Larry Wehner, PE, Jacksonville Transportation Authority, 904-630-3180 (06/2009-12/2009)

FDOT District 2 // I-95 Widening/Trout River Bridge Replacement // Duval County, FL // FIN 213245-1-52-01
Responsible for concrete and soils testing and inspection. Project included Interstate widening, bridge widening, new bridge construction, embankment, limerock base, stabilized subgrade, concrete placement, asphalt placement, and maintenance of traffic. (2005-2011)

FDOT District 2 // I-95 Six-lane Widening (SR-210 to World Golf Village/QC 2000) // St. Johns County // FIN 213516-2-52-01
Inspector responsible for concrete and soils testing and inspection. Includes bridge widening, embankment, limerock base, stabilized subgrade, and maintenance of traffic. (07/2002-03/2004)

FDOT District 3 // SR-87/SR-89 // Santa Rosa County // FIN 220442-3-52-01
Inspector responsible for the inspection and monitoring of roadway construction and asphalt plant. Project involves widening from 2 to 4 lanes of two roadways (SR 87 and SR 89), including existing roadway removal, water and sewer relocations, drainage structures, JPA's, embankment, limerock base, curb, sidewalk, sidewalls, traffic separators, asphalt paving, maintenance of traffic.

FDOT District 2 // US 17/SR-15 Widening // Clay County, Florida
Senior Inspector responsible for inspection and monitoring of roadway construction and asphalt plant inspection. Project involves the widening approximately 2 miles of US 17 from 4 to 6 lanes including subgrade and limerock base, asphalt base, drainage structures, embankment, curb & gutter, traffic separator, sidewalks, signing and pavement markings, signalization and maintenance of traffic.

Jacksonville Transportation Authority // Kernan Road/J. Turner Butler Interchange //Jacksonville, Florida
Inspector/Technician. Duties included monitoring pre-stressed concrete piling installation. Responsible for performing all necessary laboratory and site testing, as well as inspection of subgrade/stabilized subgrade, concrete, and asphalt. Performed soil testing for drainage and roadways including embankment grading. Project Manager: Larry Wehner, PE, Jacksonville Transportation Authority, (904) 630-3180

Jacksonville Transportation Authority // Argyle Forest Boulevard Widening // Orange Park, Florida
Inspector responsible for concrete and soils testing and inspection. $13M project included bridge widening, embankment, limerock base, stabilized subgrade, utilities and maintenance of traffic. Project Manager: Larry Wehner, PE, Jacksonville Transportation Authority, (904) 630-3180 (2004-2006)

Jacksonville Transportation Authority // J. Turner Butler & Belfort Road Interchange // Jacksonville, Florida
Inspector/Technician responsible for monitoring pre-stressed concrete piling installation for overpass at Belfort Road. Included site and laboratory testing of concrete and soils. Provided complex nuclear gauge and soil testing. Responsible for performing necessary laboratory and site testing as well as inspection of subgrade/stabilized subgrade, concrete, and asphalt. Performed soil testing for drainage and roadways including embankment grading, stabilized subgrade, and limerock base. Project Manager: Larry Wehner, PE, Jacksonville Transportation Authority, (904) 630-3180

Jonathan Page, PE

QA/QC Manager

Years of Experience
25 Years

Professional Registration
Florida Professional Engineer #58275

Georgia Professional Engineer #02790

Education
Bachelor of Civil Engineering
University of Florida, 1993

Certification
OSHA Construction Safety and Health

Professional Affiliation
Florida Association of County Engineers, Past President in 2012

PROFESSIONAL PROFILE

Jonathan Page, PE is a Professional Engineer with over 25 years of experience in Transportation Engineering and has served as the EOR on multiple local and state roadway projects in Northeast Florida. Mr. Page's experience has been focused on engineering design, project management, public involvement, environmental permitting, and construction management. Mr. Page has a broad range of experience designing and constructing infrastructure projects that included local and FDOT roadways, interstate highways, transit facilities, and safety improvements.

RELEVANT PROJECT EXPERIENCE

Pavement Management Plan, Nassau County

Resident Engineer, Project Administrator and CEI supervisor

As part of his duties as the Capital Improvements Program Manager Mr. Page was responsible for all aspects of Nassau County's Pavement Management Plan. Mr. Page developed the budget for design work required to implement the program, scope of work and RFQ for the plan and allocated appropriate personnel and County resources to implement the plan. Mr. Page also worked with the Florida Pavement Preservation Commission as the Local Agency Member and worked with the FPPC and the FDOT and contractors from around the state to develop uniform specification for alternative surface treatments and have them accepted and adopted by the FDOT as provisional specs for "local use only". Mr. Page also served in a QA/QC capacity ensuring that Management Plan and subsequent construction projects met the County's goals/priorities, budget and construction standards.

Blackrock Road over Lanceford Creek, Nassau County

Local Agency Project Manager

The purpose of the project was to replace a structurally deficient/functionally obsolete box culvert over Lanceford Creek in Nassau County. The existing double 9'x10' box culvert comprised of 2 9' lanes with no shoulder was replaced by a 40 foot span cast in place deck on pre-stressed beams supported by GRS abutments. The resulting bridge consists of two 12' lanes with 8' shoulders and meets current FDOT criteria.

14th Street & Amelia Island Parkway Roundabout Project, Nassau County

Local Agency Project Manager

This project consisted of converting a Y interchange into a roundabout including upgrading the intersection for bicycle pedestrian use. The project's proximity with the Fernandina Beach Municipal Airport required coordination and permitting with the FAA to ensure median landscaping and lighting features would not interfere with the airport's operations. Project included public involvement and coordination with the City of Fernandina Beach. Tasks included Roundabout and drainage design, temporary traffic control design, signing and pavement marking design, landscape design, FAA coordination and Public Involvement and construction management.

SRA1A and David Hallman Parkway Signalization Project, Nassau County

Local Agency Project Manager

This project consisted of adding a new signalized intersection and roadway to serve the Nassau County Governmental Center and the Villages of Amelia shopping center. Project included coordinating with the FDOT so the future widening of A1A would not require replacement when SR A1A was widened. Tasks included Signal and drainage design, turn lane design, temporary traffic control design, signing and pavement marking design, ADA upgrades, bike lanes, FDOT coordination and construction management.

14th Street and Sadler Road Signalization Project, Nassau County
Local Agency Project Manager
This project consisted of upgrading an antiquated strain pole signal to a dual mast arm signal. Tasks included Signal and drainage design, turn lane design, temporary traffic control design, signing and pavement marking design, ADA upgrades, bike lanes, and construction management.

14th Street (between Hickory Street and Atlantic Avenue (A1A), Nassau County
Local Agency Project Manager
This project consisted of upgrading a two lane 20' wide rural roadway to a 2 lane 24' wide urban section roadway with bike lanes and sidewalks and turn lanes and a new signal at the intersection of 14th Street and Beech Street. Tasks included Roadway, signal and drainage design, turn lane design, temporary traffic control design, signing and pavement marking design, sidewalk design, ADA upgrades, bike lanes, public involvement, right of way acquisition, FDOT coordination and construction management.

CR108 and CR115A, Nassau County
Local Agency Project Manager
This project consisted of upgrading Y intersection into a T intersection with dual turn lanes. The project's proximity with the FAA control center required coordination with their management and officials of the Town of Hilliard. Tasks included Roadway design, drainage design, turn lane design, temporary traffic control design, signing and pavement marking design, public involvement, and construction management.

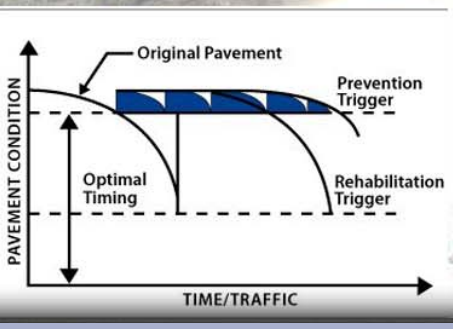
Spring Lake Drive and Lem Turner, Nassau County
Local Agency Project Manager
This project consisted of adding turn lanes on Lem Turner Boulevard to increase the capacity and relieve operational issues at the intersection. Tasks included Roadway design, drainage design, turn lane design, temporary traffic control design, signing and pavement marking design, FDOT permitting/coordination and construction management.

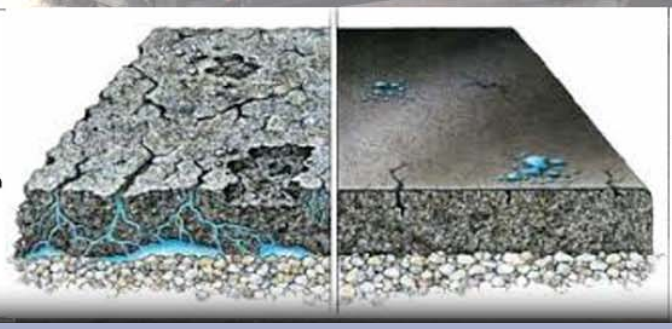
Jasmine Street Resurfacing and Drainage Improvements, Nassau County/FDOT
Local Agency Project Manager
The purpose of this project was to resurface 0.5 miles of Jasmine Street and replace 0.75 mile failing CMP pipe system with RCP. The project also involved replacing the existing 4' asphalt sidewalk above the dilapidated with a 6' wide concrete sidewalk and provide ADA upgrades at the projects intersection with Citrona Drive and approximately 5 residential and 2 Commercial driveways. Mr. Page served as-Roadway EOR, Resident Engineer, Project Administrator and CEI supervisor during construction.

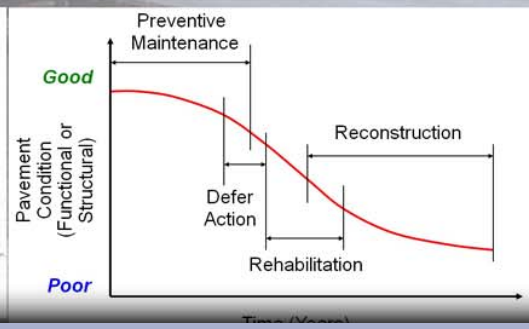
Miner Road Widening, Nassau County
Local Agency Project Manager
The purpose of this project was to widen the existing variable width roadway to a consistent 24' width roadway from approximately 0.5 miles south of SR A1A to Hickory Village Subdivision (1.8 Miles). The road was widened 2'-4' on each side of the roadway utilizing standard 12" subgrade and 6" Limerock base and then milled to restore cross slopes to Greenbook standards followed with a 2" overlay. This project also required the installation of mitered end sections on driveway culverts and the installation of a 6' sidewalk and 50' long 5' high retaining wall to complete a "gap" in pedestrian facilities for the length of the project.

Bay Road Widening, Nassau County/FDOT
Roadway EOR, Resident Engineer, Project Administrator and CEI supervisor
The purpose of this project was to widen the existing variable width roadway (18-20 feet) to a consistent 22' (min) width roadway from CR121 to Conner Nelson Road (2.8 Miles). We widened the roadway 2' on each side utilizing a 5" asphaltic concrete base and then resurfaced it with a leveling course to restore cross slopes to Greenbook standards followed with a 2" overlay. This method of construction is faster and more cost efficient than attempting to utilize limerock as a base course for the widening due to the confined space and the fact that leveling and base courses do not require compaction testing. Mr. Page served as Roadway EOR, Resident Engineer, Project Administrator and CEI supervisor during construction.

SECTION 3 - EXHIBITS







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City of Fernandina Beach, Florida
Addendum No. 1
For Request for Qualifications
Pavement Management Consultant
RFQ 2018-05

ADDENDUM No. 2

The following changes are applicable to the original RFQ documents and specifications of RFQ 2018-05. This Addendum No.2 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a response. Failure to do so may disqualify the Submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum. **IT SHALL BE THE RESPONDENT'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

NAME: William R. Price **TITLE:** President

ADDRESS: 2394 St. Johns Bluff South, #200

CITY: Jacksonville **STATE:** Florida

AUTHORIZED SIGNATURE: _____ **DATE:** March 22, 2018

City of Fernandina Beach, Florida
Addendum No. 1
For Request for Qualifications
Pavement Management Consultant
RFQ 2018-05

1. The Introduction in Page 1 states that the City is seeking consultants to examine, analyze and prioritize road needs for approximately 92-miles of City roads. Are these 92 centerline miles or 92 lane miles? Centerline miles

2. Are there any restrictions on the hours when the pavement condition data can be collected? No

3. When are the deliverables outlined in the RFQ due? NLT Aug 31

4. In the Scope of Work in page 4, the RFQ lists "Traffic Counts" as a desired service in data collection. Upon further consideration, traffic counts are not necessary as part of this project. The key roads for which traffic counts would likely be conducted are under the jurisdiction of Nassau County or the State of Florida (that data should be readily available).

City of Fernandina Beach, Florida
Addendum No. 1
For Request for Qualifications
Pavement Management Consultant
RFQ 2018-05

ADDENDUM No. 1

The following changes are applicable to the original RFQ documents and specifications of RFQ 2018-05. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a response. Failure to do so may disqualify the Submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum. **IT SHALL BE THE RESPONDENT'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

A. **Correction to language in the legal ad from** "Questions regarding the RFP ....." **This should read "Questions regarding the RFQ....."**

NAME: William R. Price **TITLE:** President

ADDRESS: 2394 St. Johns Bluff Rd South, #200

CITY: Jacksonville **STATE:** Florida

AUTHORIZED SIGNATURE: _____ **DATE:** March 22, 2018

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "A"

CONTACT SHEET

Name: CSI Geo, Inc.

Federal Taxpayer ID: 26-1171128

Mailing Address: 2394 St. Johns Bluff Road, South, Suite 200

City, State, & Zip Code: Jacksonville, FL 32246

Telephone: 904-641-1993 **Fax:** 904-645-0057

Email: wprice@csi-geo.com

Submitted By: William Price

Title: President

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: Adam Norwood, PE **Title:** Accounting Manager

Email Address: anorwood@csi-geo.com **Phone:** 904-641-1993

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the RFQ for Pavement Management Consultant

2. This sworn statement is submitted by (entity) CSI Geo, Inc. whose business address is 2394 St. Johns Bluff Road, S, Suite 200 Jacksonville, FL 32246 and (if applicable) Federal Employer Identification Number (FEIN) is 26-1171128 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is William Price and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any submittal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   ____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

   ____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

   ____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature _____ Date: 3/22/18

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 22nd day of March, 2018, and is personally known to me, or has provided _____ as identification.

Jill Renzi
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG070447
Expires 2/6/2021

Notary Public
My Commission expires: 2/6/2021

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: CSI Geo, Inc.

CITY: Jacksonville STATE: FL ZIP CODE: 32246

SIGNATURE: _____ PHONE: 904-641-1993

NAME (TYPED OR PRINTED): William Price TITLE: President

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "D"

E-VERIFY STATEMENT

Submittal Number: RFQ 2018-05

Project Description: Pavement Management Consultant

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: CSI Geo, Inc.

Authorized Signature:

Title: President

Date: March 22, 2018

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "E"

SUBMITTER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Submitter, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. SUBMITTALS INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. SUBMITTER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. SUBMITTER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. SUBMITTER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: William Price Title: President

Signature: _____ Date: March 22, 2018

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with the submittal for Pavement Management Consultant

This sworn statement is submitted by (entity) CSI Geo, Inc. whose business address is 2394 St. Johns Bluff Road, S, Suite 200; Jacksonville, FL 32246 and (if applicable) Federal Employer Identification Number (FEIN) is 26-1171128 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is William Price and my relationship to the entity named above is President.

1. The above named entity is submitting an RFQ for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above RFQ is being submitted and that the above named entity has no financial interest in other entities submitting for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above RFQ. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature Date: 3/22/18

STATE OF FLORIDA
COUNTY OF Duval
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 22nd day of March, 20 18, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: 2/6/2021

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

Jill Renzi
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG070447
Expires 2/6/2021

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with the RFQ for Pavement Management Consultant.

This sworn statement is submitted by (entity) CSI Geo, Inc. whose business address is 2394 St. Johns Bluff Road, S, Suite 200, Jacksonville, FL 32246 and (if applicable) Federal Employer Identification Number (FEIN) is 26-1171128 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is William Price and my relationship to the entity named above is President.

1. The above named is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
2. Such Submittal is genuine and is not a collusive or sham submittal;
3. Neither the said Submitter nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Submitter, firm or person to submit a collusive or sham Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Submitter, firm, or person to fix the price or prices in the attached submittal or any other Submitter, or to fix any overhead, profit or cost element of the submittal price or the submittal price of any other Submitter, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Submitter or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature _____ Date: 3/22/18

STATE OF FLORIDA
COUNTY OF Duval
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 22nd day of March, 2018, and is personally known to me, or has provided _____ as identification.

Notary Signature _____ My Commission expires: 2/6/2021

Jill Renzi
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG070447
Expires 2/6/2021

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO_X_

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_X___

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_X___

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this submittal for the City of Fernandina Beach.

CSI Geo, Inc.	March 22, 2018
Firm	Date
	William Price, President
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

Request for Qualifications - Pavement Management Consultant

Fernandina Beach, FL
RFQ 2018-05
March 23, 2018

Dynatest®

March 23, 2018

Wanda Weaks
Purchasing Agent, City of Fernandina
204 Ash Street,
Fernandina Beach, FL 32034

Reference: Request for Qualifications Pavement Management Consultant – RFQ 2018-05

Ms. Weaks:

Dynatest North America, Inc. (Dynatest) is pleased to submit this proposal to provide automated pavement distress data collection and pavement condition assessment update to the City of Fernandina Beach (City). For your convenience, our proposal is as outlined in the RFQ.

Dynatest is prepared to contribute exceptional project management leadership to assist the City of Fernandina Beach in managing this project. With our years of combined experience by our proposed Project Team dedicated to pavement condition assessment, the City of Fernandina Beach can have confidence that your project will meet expectations and track towards successful approval as it progresses.

The Dynatest team offers the City of Dunwoody these advantages:

- **Experienced team** with a large portfolio of local and national pavement condition assessments.
- **Use of innovative technology and creative solutions** of PCI surveys utilizing MicroPAVER, Lucity, Cartegraph and Street Saver that makes everyone's job easier and improves value performance and communication.
- **Worldwide pavement leaders** as Dynatest created the MicroPAVER software development for the U.S. Army Corps of Engineers.
- **Experienced training** of client personnel in pavement engineering principles and practices, deflection analysis techniques, operation of equipment and analytical software, including MicroPAVER, Cartegraph, StreetSaver, ELMOD, PERS/AIRPORTS and Dynatest Explorer (DE).

We look forward to sharing our detailed approach and serving as your consultants for this pavement condition assessment project. Please contact me directly at 678.781.1799 (x220) or email me at nreck@dynatest.com for assistance with any questions you may have.

Thank you for your consideration in reviewing our qualifications.

Respectfully submitted,
Dynatest North America, Inc.

Nicholas Reck, MSc.Eng, Pr.Eng
Senior Engineer | Director of Consulting
Telephone: 678.781.1799 (x220)
nreck@dynatest.com

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Dynatest®

Section 1 Understanding of Services Desired and Commitment to the City

Company History

Dynatest North America, Inc. is the U.S. subsidiary of Dynatest International A/S, and was first established in Denmark in 1976. In 1978, Dynatest Consulting, Inc. was formed to service the U.S. market. For over 42 years, the company has provided pavement consulting engineering services and products to the global community. **The firm is regarded as a worldwide leader in pavement management.** In addition, Dynatest has provided pavement management solutions to the federal government as well as state and municipal agencies. Our American offices include:

- Alpharetta, GA
- Austin, TX
- Chicago, IL
- Starke, FL
- Ventura, CA
- Washington, DC

DYNATEST FACTS

- 130 EMPLOYEES
- 8 ENGINEERS WITH MASTER/DOCTORATE DEGREES IN PAVEMENT ENGINEERING
- 40 EMPLOYEES IN MANUFACTURING & CONSULTING
- 22 TECHNICIANS

CONTACT INFORMATION:

Mr. Nicholas Reck, MSc.Eng, Pr.Eng
DYNATEST
11415 Old Roswell Rd
Alpharetta, GA 30009
678.781.1799
NRECK@DYNATEST.COM

Dynatest understands that the City needs a consultant to **examine, analyze, and prioritize** road needs for the approximately **92-miles** of road network under the City and to recommend and assist the City in the **implementation of a Pavement Management System**. The Dynatest staff fully understand the scope of services of this project and have had extensive experience with similar projects in the past. Dynatest team members have **performed several PCI surveys using a wide variety of commercially available software such as Lucity, Cartegraph, Street Saver,** etc. and were also involved in the **development of MicroPAVER Pavement Management System** for the US Army Corps of Engineers (USACE). Additionally, Dynatest has **developed 2D and 3D image-based PCI survey** methods currently used by several agencies in performing semi-automated PCI surveys.

With our years of experience with pavement condition assessment and pavement management system implementation, the City can have confidence that your project will meet expectations and track towards successful approval as it progresses. Dynatest is **committed to provide exceptional project management leadership** to assist the City in managing this project.

Dynatest®

Section 2 Proposed Work Plan

Methodology

Dynatest's methods use the talents and creative energy of proven performers who have been involved in every area of pavement management and engineering projects for many years. Additionally, while our Engineers, Inspectors, and Technicians are assessing thousands of miles of pavements each year for our clients, **our research and development group is finding new and better ways to capture, analyze, and deliver data.** Dynatest's visionary approach and state-of-the art services and products provide benefits for our clients through all of these means.

DYNATEST FACTS

Dynatest is the worldwide leader in:

- Pavement engineering consulting services
- Equipment
- Manufacturing
- R&D/Software

Objectives

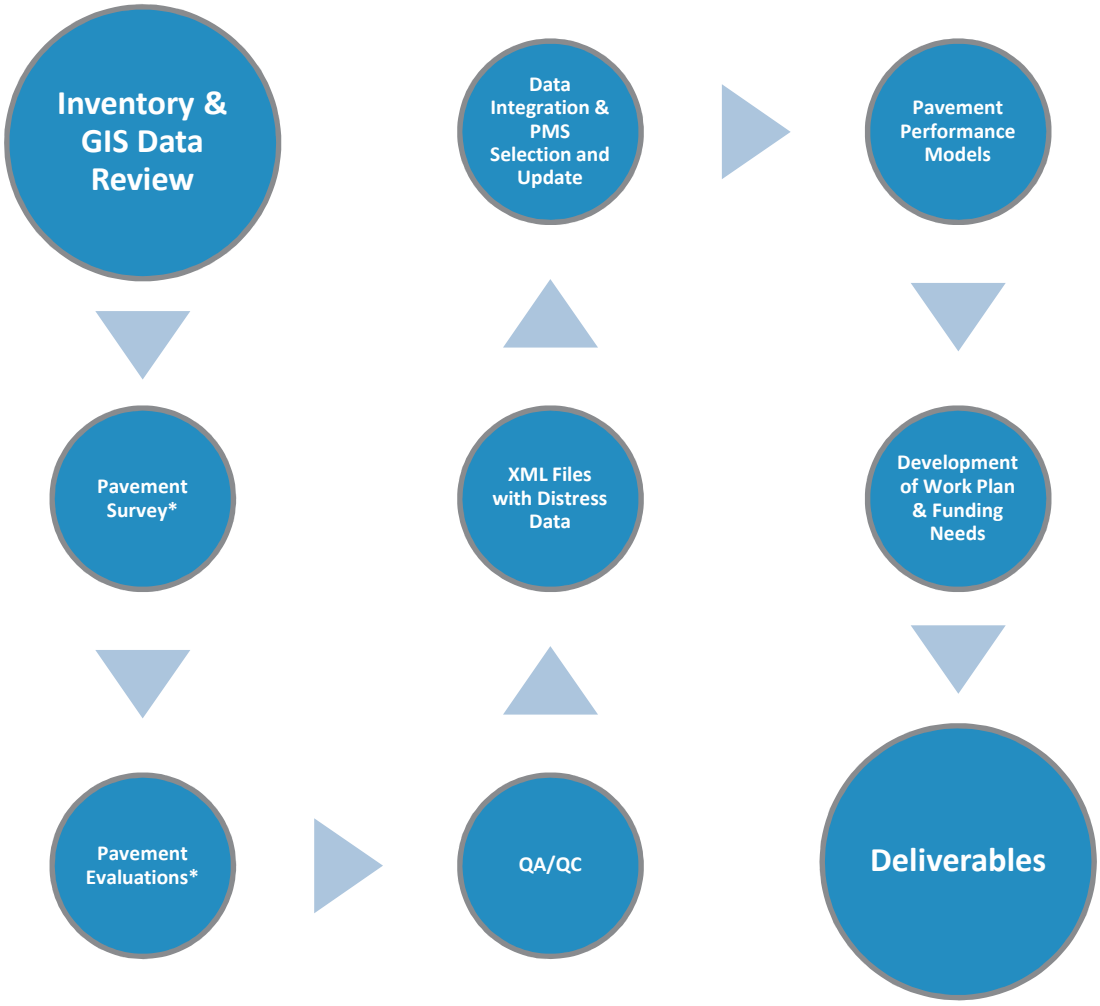
The objective of this project will be to **collect useful data and information regarding the City's road inventory and surface condition** that will allow the City's staff to **optimize their choices of road network repair and rehabilitation under current budget constraints**. The new information collected, in combination with historical repair and rehabilitation information and traffic information can help the City make **consistent and cost-effective decisions** to maintain a certain pavement condition over their entire network.

Dynatest will also help the City to **identify an appropriate pavement management system** (PMS) software based on the suitability and pavement management needs of the City. Dynatest will then **implement** the PMS software for the City and provide **training** to the City's staff to effectively use the PMS.

Processes

The following sections will describe Dynatest's approach to collect pavement condition data on the 92 miles of roadway, analyze the data, apply quality assurance, and linking the new data to the selected pavement management database. The following figure provides a brief overview of the entire process from start to finish.

Dynatest's Pavement Management Process



*Processes utilizing Dynatest proprietary software and equipment

Procedures

1.1 Kick-off Meeting

Dynatest will meet with City staff to initiate the project. This meeting will occur within the first two weeks of the notice to proceed, or at the earliest convenience of the City staff. The purpose of this meeting is to review City's current pavement management practices, discuss and clarify the scope of work, goals, and expected deliverables throughout the project.

Dynatest will develop a clear **communications plan** with contact information and a list of key personnel from both Dynatest and the City; a **comprehensive project plan**, including a **QA/QC plan;** a **detailed schedule**; and a

Interior of Dynatest's Newest LCMS 3-D PCSS System

list of deliverables. All project related tasks and deliverables will be reviewed during the kick off meeting to ensure that all stakeholders understand the plan of action prior to commencement of work. Dynatest will also gather all the information necessary to execute the scope of work from City personnel. This information will include, but not be limited to, existing geospatial data and pavement management databases.

1.2 Method for Collecting and Recording the Data

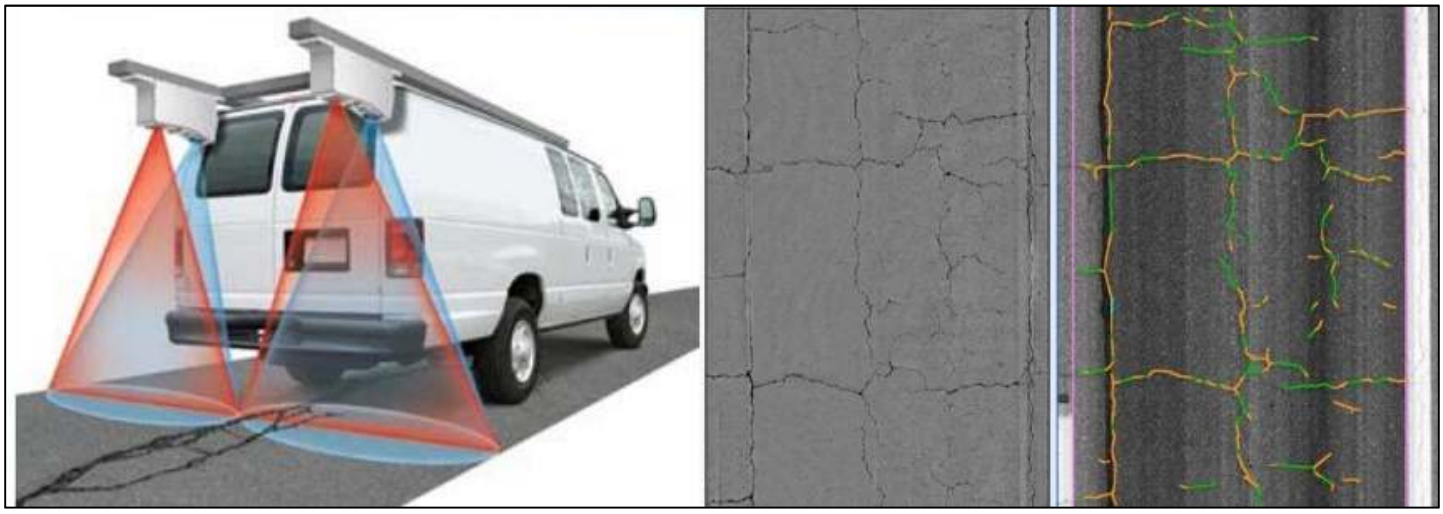
Dynatest proposes to use a semi-automated, vehicle based pavement condition evaluation methodology using Dynatest's Pavement Condition Survey System (PCSS), which is **safer, faster and provides the best quality pavement inspection data.** In addition to pavement inspection and updates to the City's pavement management database, we propose to deliver the following value-added engineering data:

- Pavement roughness measurements (IRI and RN), as well as rutting measurements.
- High quality Right-of-Way (ROW) images from a forward-facing camera, as well as high definition pavement images acquired with a downward facing line scan camera.
- Pavement geometry information including cross slope, longitudinal grade and radius of curvature.
- Sub meter GPS coordinates and accurate linear distances to integrate all above mentioned data.
- A permanent digital record of the City's streets and roadways.

1.3 Pavement Condition Survey System Overview

Dynatest manufactures, owns and operates state-of-the-art Pavement Condition Survey Systems (PCSS) for semi-automated pavement data collection and distress surveys of highway and airport pavements. Our PCSS are outfitted with the Pavemetrics Laser Crack Measurement Systems (LCMS) for collecting continuous, high-resolution digital linescan pavement images with **2 mm crack resolution** in any lighting condition. This will deliver more accurate crack classification and therefore more accurate pavement condition index results.

Our PCSS are outfitted with a Dynatest Mark III Road Surface Profiler (RSP) for collecting longitudinal and transverse profile data, including International Roughness Index (IRI), Ride Number (RN), rutting measurements, and the macro-texture. The PCSS is a fully-integrated, "geocentric" automated roadway data collection system and is combined with our analysis software. This additional information, allows the rating team to better determine the origin of the crack, which is not possible with the crack image alone.



Schematic of LCMS 3-D Operation - Collection, Range Imagery and Crack Detection

Following the data collection, our trained and experienced pavement inspectors identify, and classify pavement distresses in the safety of office environment using Dynatest's proprietary software – Dynatest Explorer and Dynatest Rating Module (DE DRM). These tools allow us to rate more accurately, with greater repeatability, and more efficiently.

Exterior of Dynatest's LCMS 3-D PCSS System

1.4 Dynatest Explorer and Dynatest Rating Module Overview

Dynatest's DE DRM software provides the pavement inspector/rater with a graphical interface to visualize and review or edit all the data sets collected. These data sets, which are accessed and organized by DRM, include pavement images, right of way images, pavement profile and geometry datasets, stationing and GPS readings. The distress surveys are carried out in accordance with procedures used to identify and rate distress as described in ASTM D6433. Moreover, the pavement distress information is easily compiled into XML files which can be imported into a database compatible with a GIS.

The DE DRM software has the capability to divide the pavement surface area into 'frames', with each frame being 20-ft. in length (also customizable). By doing so:

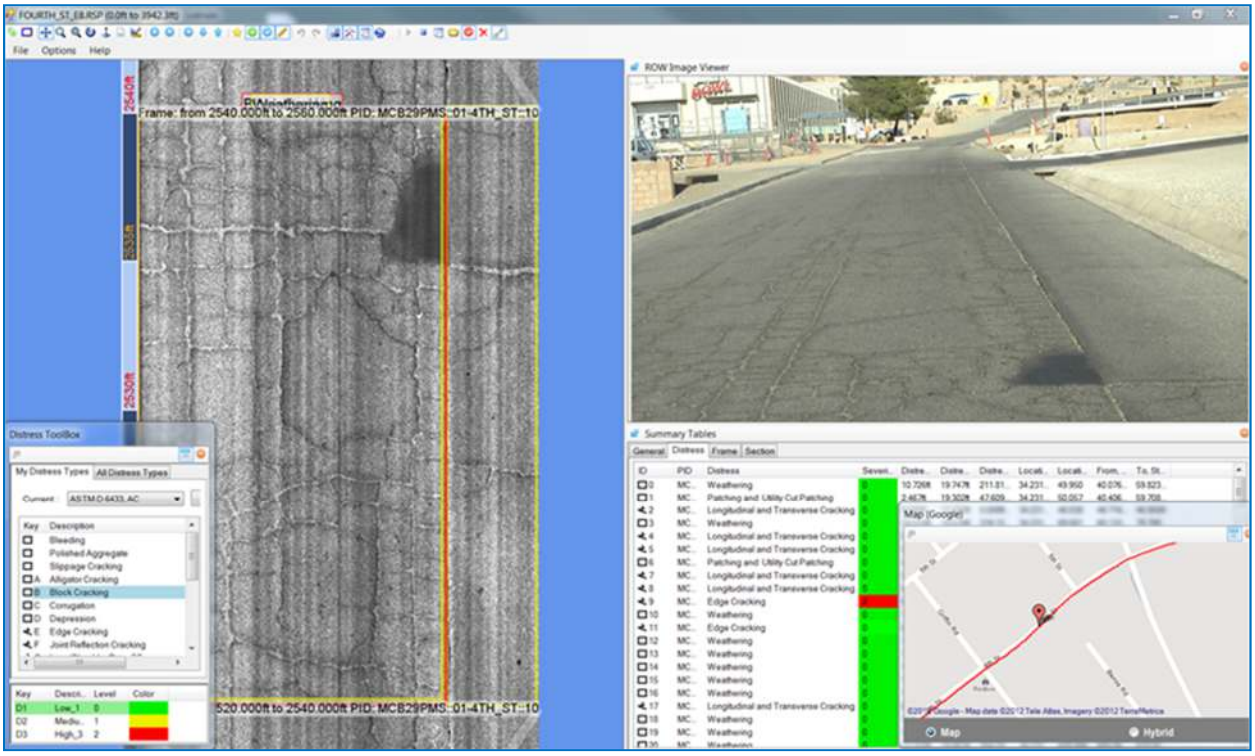
- We propose to perform the pavement evaluations at a 100% data collection including 33% sampling (rating distresses) rate (typical of network level pavement condition surveys).
- The program automatically calculates the total length, width, location (with reference to frame number as well as station) and areas of various distresses that are marked on the screen.

A sample screen capture from the DE DRM software is shown below.

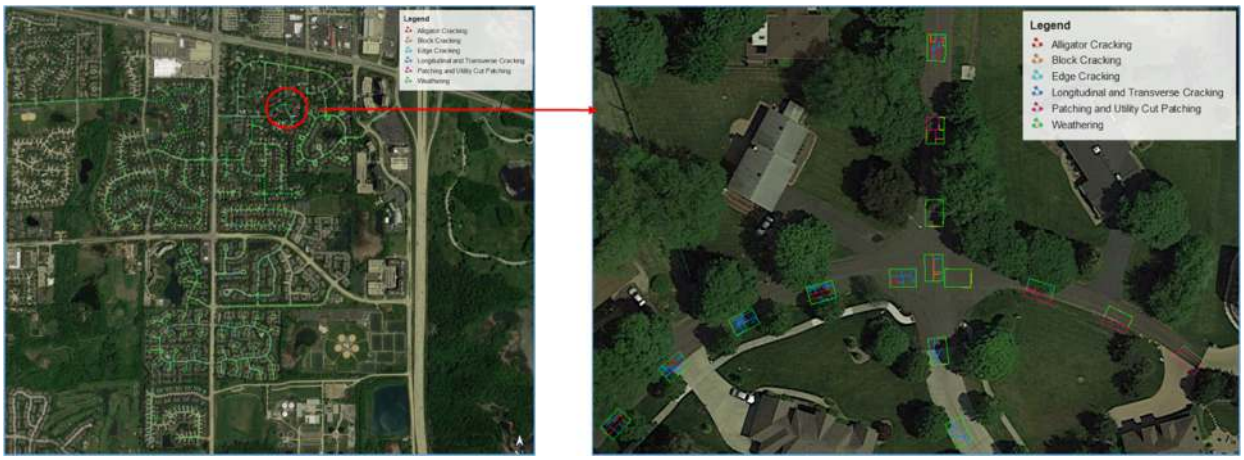
DYNATEST FACTS

Our pavement inspectors:

- Are former state DOT employees
- Have decades of experience inspecting and evaluating pavements



Dynatest Explorer with Distress Rating Module (DE/DRM) Software



Google Earth/Maps Distress Visualization

1.5 Pavement Management System

1.5.1 Pavement Management System Evaluation

During this task, Dynatest will evaluate industry standard pavement management system software packages such as MicroPAVER, Cartegraph, StreetSaver, and AgileAssets and prepare a report on these various pavement management system software packages. Then, along with City personnel, evaluate the suitability of

each software package to meet the City's pavement management needs. The City will ultimately decide which pavement management software to acquire with guidance from Dynatest. The selected software package will be utilized in the remaining tasks of the project.

1.5.2 PCI Determination

After completion of distress identification and classification, the inspections are imported to a pavement management software selected by the City to calculate the Pavement Condition Index (PCI).

A full set of PCI scores for the inspected road sections (excluding roads under construction, closed, etc.) will be provided in electronic format to the City. The format of this report can be in spreadsheet, database, GIS database, or all. A data dictionary of the required fields for this report will be developed and approved by City staff.

At this stage, the Dynatest team will get together with the City staff to identify roads/sections that have historically demonstrated premature failures or have had the need for repeated patching or other work done on them. Dynatest can then offer additional testing that can help the City address these problem sections.

1.5.3 PCI Visualization

Dynatest will integrate the data collected during the automated survey with the City's GIS, which will enable the City to visually represent pavement conditions in a geographically/spatially referenced format. Linkage between PMS data and the GIS will ensure a smooth integration between pavement condition data, pavement inventory, budgetary plan data, available GIS historical data, and digital images to the existing GIS systems. A set of PCI color-coded maps can be provided.

PCI Color coded map

1.5.4 Maintenance and Rehabilitation Planning and Budget Analysis

Dynatest believes that a customized set of preventive maintenance and rehabilitation strategies is fundamentally important to the success of affordable, high quality and long-lasting pavement network. Dynatest shall work closely with the City personnel to review existing pavement maintenance and rehabilitation strategies to recommend modifications as needed. Specifically, Dynatest will:

- Work with the City to determine the best, most effective- preservation, maintenance, and rehabilitation activities currently available.
- Will establish practical pavement preservation and maintenance policies for the City, including, but not limited to:
    - Surface treatments (slurry seals and microsurfacing)
    - Mill and overlays
    - Crack sealing
    - Full and partial depth patching
    - Slab replacements

- Identify critical distresses and typical modes of failures of the analyzed data.
- Develop deterioration models in the PMS software and associate PCI and critical distress for different road types and conditions through work history and inspections.

The policies for maintenance and rehabilitation will be defined in the PMS software and used in forecasting future pavement work and funding requirements for all the City's pavements. As a result, **Dynatest will generate a 10-year preventive maintenance and pavement rehabilitation program containing solutions and associated costs based on different scenarios** like "Fix all", "Do Nothing", "Steady State" and recommended budget requirements**.**

End Product

After successfully importing all pavement condition data into the PMS software, our team will proceed to analyze the overall pavement condition for the entire network. We will work closely with City staff in identifying the best, most effective preservation, maintenance, and rehabilitation activities.

All the findings will be summarized in the state of the streets report. The **"State of the Streets and Pavement Management" Report** will summarize the overall findings of the pavement management program update and will provide all data and analyses performed as part of the project including project executive summary, inventory for the PMS database, discussion of the network condition and analysis, PCI comparison from the last inspection, maintenance and rehabilitation history decision tree, budget scenarios analysis and recommendations on multi-year work plan.

A **10-year Maintenance & Repair (M&R) recommendations report**, which will include reconstruction/ resurfacing and preventive **maintenance recommendations and required budgets for each year**, will be provided to the city as part of the report. In addition to the report, Dynatest will deliver the PMS database with all data used in the analysis.

FINAL REPORT

The Final Report will include:

- Project summary & network condition
- Recommended Software and implementation
- Analysis and prioritization of recommended M&R
- Cost estimates for 10-year Capital Plan
- List & map of streets to be paved each year
- Database

Quality Control Program

Dynatest is committed to providing quality solutions to our clients and has implemented a Quality Control Program (QCP) related to field activities, data processing, as well as quality acceptance by City staff. Internal and external QCP will be utilized to ensure that all data and deliverables are thoroughly reviewed before submission to the City.

Dynatest will adhere to the principle of third party review of data collected and analyzed, which means that staff who collected and analyzed data will not perform the final review of their own work. Instead, data will be reviewed by another Dynatest staff prior to submission to the City.

The implemented plan includes the following stages and will be finalized during the kick-off meeting.

1. Daily checks and calibration of PCSS instrumentation and software during the semi-automated data collection.

2. Quality control checks of the data during analysis:
    1. Review of the distress rating for 10% of randomly selected sections by the QA/QC manager
    2. Review of the distress rating for 5% of randomly selected sections by the Project manager
    3. Review of all sections with a PCI score of 100 – indicates sections that may have been skipped during the data processing phase by the QA/QC team
    4. Review of all sections with no PCI score – indicates either that a section was missed or could not be tested
    5. Review of all distresses used to calculate PCI score
    6. Make sure that distresses do not surpass maximum possible quantities
    7. Review of areas of excessive distress quantity or severity level
    8. Review of rare distresses that are not typical in certain situations
    9. Review that distress types are consistent in the pavement classification
    10. Review of sample areas/sizes used in PCI calculation – ensures that PCI calculation is performed correctly
    11. Ensure that mapped PCI scores are displaying on the correct section with the correct score – makes sure no data transfer error happens when transferring to GIS database.

It is critical that the City personnel actively take part in QCP to ensure confident ownership of the data at the end of the project.

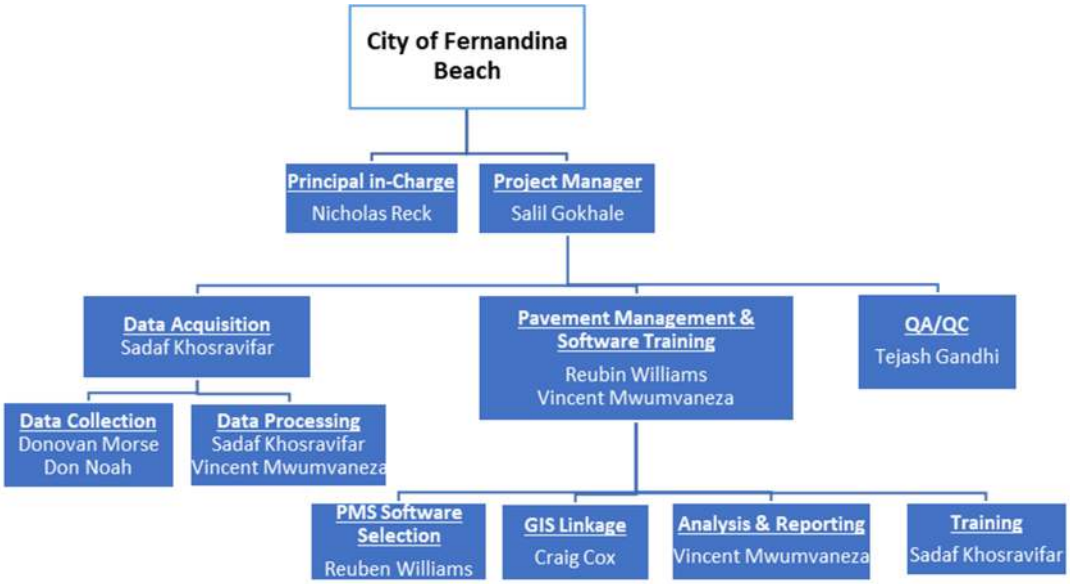
Training

Our primary goal is to help City of Fernandina Beach own and make the best use of the implemented PMS. Dynatest shall provide a **two days in-person customized PMS training** to the City technical staff. A *customized training using the City's own database is crucial for better engagement* of the City's technical staff with the software.

Section 3 Expected Relationship between Dynatest and the City Staff

Dynatest's proposed principal-in-charge for this project is **Mr. Nicholas Reck, Msc, Eng, Pr.Eng** and the proposed project manager and point of contact with the City of Fernandina Beach is **Mr. Salil Gokhale, PE**. **The services under this RFQ will be managed out of our Alpharetta, GA office**. For the City of Fernandina Beach, we have assembled a team of professionals who, on both national and local levels, demonstrate the highest degree of expertise.

Our complete management team for this project includes the following members:



Nicholas Reck, MSc.Eng, Pr.Eng

Principal-in-Charge

Mr. Reck is Dynatest's Director of Consulting Services and a senior engineer. As principal-in-charge, Mr. Reck will be the primary point-of-contact for the City's project management team. He will coordinate communication between the City and Mr. Gokhale, the project manager.

Salil Gokhale, PE

Project Manager

License: Professional Engineer, Florida, No. 66552

Education: Post-Baccalaureate Certificate in GIS, Pennsylvania State University, 2011
M.S., Civil Engineering, Pennsylvania State University, 2001
B.E., Civil Engineering, Govt. College of Engineering, Pune, India, 1998

Mr. Gokhale has worked in the highway and pavement engineering field for over 15 years. His areas of expertise include pavement management systems, automated and manual pavement condition surveys, GIS integration, pavement design and analysis, non-destructive testing, accelerated pavement testing (APT) research, vehicle-pavement interaction, life cycle cost analysis, data mining, and statistical analysis. Mr. Gokhale has participated in several states and national-level research projects, and has published more than 15 peer-reviewed papers and technical reports.

Mr. Gokhale joined Dynatest Consulting in 2008 and currently serves as a senior engineer and project manager. He is heavily involved in Dynatest's software/hardware product development focusing on automated pavement condition analyses.

Before joining Dynatest, Mr. Gokhale worked as a full-time, on-site consultant research engineer for the Florida Department of Transportation's (FDOT) Materials Research Park in Gainesville, Florida working on FDOT's pavement evaluation and research groups.

Experience

- **Florida Department of Transportation -** Mr. Gokhale was the project manager for a multi-year, pavement testing and analysis contract where over a period of six years, his team conducted non-destructive testing and pavement profile measurements on more than 7,500 highway miles.
- **Lee County, FL -** Pavement condition surveys (windshield surveys) on over 2,600 lane miles of roadways
- **Prince George's County, MD** - MicroPAVER update, PCI survey (semi-automated) and pavement profile measurements on more than 1,800 lane miles
- **City of Indianapolis, IN** - MicroPAVER implementation and PCI survey (semi-automated) on more than 2,200 lane miles for the City and over 1,100 lane miles of arterial roadways.
- **Cook County Highway Department, IL** – MicroPAVER implementation and PCI survey (automated) on over 1,100 lane miles of roadway
- **City of Wichita Fall, TX** - MicroPAVER implementation and PCI survey on over 800 lane miles of roadway pavements

Sadaf Khosravifar, PhD, PE

Data Acquisition

Education: Ph.D. University of Maryland, College Park, MD, 2015
M.S. University of Maryland, College Park, MD, 2012
B.S. Sharif University of Technology, Tehran, Iran, 2008

Dr. Khosravifar is a Project and Research Engineer at Dynatest since January 2016. She has more than seven years of experience in pavement engineering, including pavement design, pavement structural and functional evaluation, performance analysis, and pavement management. She has extensive experience in nondestructive testing (NDT) using falling weight Deflectometer devices including FWD, HWD, and LWD.

Experience

- **City of Wichita Fall, TX** - MicroPAVER implementation and PCI survey on over 800 lane miles of roadway pavements
- **City of Alexandria, VA** – Pavement condition evaluation and pavement management system implementation
- **City of De Luz, CA** – Pavement condition evaluation and pavement management system implementation
- **City of Minneapolis, MN** – Pavement condition evaluation and pavement management system implementation

Reuben Williams, PE, AMP

Pavement Management & Software Training

Education: M.S., Civil Engineering, University of Texas at El Paso, 2003
B.S., Civil Engineering, University of Texas at El Paso, 2002

Mr. Williams has comprehensive experience in pavement management, evaluation, and design, including non-destructive testing methodologies. He consistently develops and refines new and existing tools and procedures to efficiently pre-process, analyze and assure quality of data.

Mr. Williams provides critical input and leadership in the development of new technology and equipment. He has experience in supervising and mentoring engineering and technical staff. He has supervisory experience and regularly supervised multi-disciplinary project teams on complex engineering and pavement management projects. He has more than 12 years of experience with pavement management software. Mr. Williams also utilizes specialty software on a regular basis on pavement analysis, evaluation, and pavement management.

Experience

- **City of San Antonio, TX** - Led the inspection of approximately 4,000 centerline miles (4,800 test miles) of city streets

- **City of McKinney, TX** – Performed five pavement management projects for the with a network size of approximately 600 centerline miles
- **City of Tyler, TX** – Led the inspection of approximately 550 miles of city streets
- **City of Austin, TX** – Pavement data collection and processing for two full survey cycles of 2,600 miles of roadway over roughly three years

Vincent Mwumvaneza, EIT

Data Processing & Analysis/Reporting

Education: Master of Science, Civil Engineering, University of Illinois at Urbana-Champaign, IL, 2015
Bachelor of Science, Civil Engineering, California Baptist University, Riverside, CA, 2013

Mr. Mwumvaneza has extensive experience with non-destructive pavement testing equipment including the Falling Weight Deflectometer (H/FWD). He was involved in different projects that assess the existing structural capacity of different pavement structures, determining pavement remaining life; and provided rehabilitation design recommendations. These projects include but not limited to Long Beach Airport, CA pavement structure evaluation, North Dakota Statewide FWD Testing, Assessment of Structural Capacity of Flooded Roads and Non-Flooded Roads in Brazoria County, TX, URETEK-FWD testing and pavement evaluation, FL.

Mr. Mwumvaneza was involved in several semi-automated pavement condition surveys and MicroPAVER™ implementation projects including: more than 1000 lane miles of roadway pavements in Illinois, Texas, North Carolina, Kansas and Florida and Washington. Data collection included 2D/3D pavement downward imaging, right of way images and pavement profile data. In addition, he developed GIS maps for each roadway section tested.

Prior to joining Dynatest, Mr. Mwumvaneza worked at the Illinois Center for Transportation (ICT) Laboratory where he worked on pavement sustainability and developing test methods for assessing materials used in construction of transportation facilities.

Experience

- **Cook County, IL** - Performed pavement inspections using semi-automated data collection methods and updated a MicroPAVER database
- **Carson City, NV** – Pavement data collection and MicroPAVER update
- **North Dakota** – Statewide urban pavement distress evaluation and analysis
- **Snohomish County, WA** – Pavement condition surveys on County's roadway network

Tejash Gandhi, PhD, EIT

QA/QC

Education: Ph.D., Clemson University, Clemson, SC, 2008
M.S., Clemson University, Clemson, SC, 2005
B.S. University of Madras, Madras, India, 2003

Dr. Gandhi has over nine year's work experience in the asphalt paving industry, with technical and commercial roles ranging across two geographies (USA and India). His strengths are in material (asphalt binder and mixture) characterization, pavement design and asphalt paving, especially with newly emerging technologies like warm-mix asphalt and recycling agents. Dr. Gandhi also has significant experience with asphalt emulsions and emulsion based surface treatments like slurry seal and microsurfacing. He has, through his past experiences, published over 15 journal publications, one book, and a patent along with numerous presentations in industry conferences.

At Dynatest, Dr. Gandhi's main responsibilities include project management, preparing project proposals, data analysis and preparing project reports for the newly established consulting office at Alpharetta, GA.

Craig Cox

QA/QC & GIS Linkage

Education: Civil Engineering (36 hours), University of Texas, TX, 1992
BS, Computer Science, Southwest Texas State University, TX, 1983
Pre-Engineering, Tarleton State University, TX, 1979

Mr. Cox is a results-driven professional who is extremely persistent in problem solving. His work skills include database, software, and web development. Mr. Cox is an approachable individual with good communication skills who can work effectively with teams or independently. In addition, Mr. Cox learns quickly and can adapt easily to advances in technology.

Experience

- **Federal Highway Administration** - Prepare, process, and run quality control applications on pavement related data for their Long-Term Pavement Performance monitoring system's annual data release
- **Texas Department of Transportation** - Developed quality control tools and conversion processes for a project to gather, assemble, and deliver pavement condition data
- **State of Louisiana**
  - Developed an application on MS Access for friction data
  - Developed an application on MS Access for coring data

Donovan Morse

Data Collection Technician

Education: B.S., Political Science, 1981
Certification: Pavement Profiler (IRI) Operator, Texas, 2002-9912

Mr. Morse is a senior technician at Dynatest. He has extensive experience operating and maintaining all Dynatest equipment including Falling Weight Deflectometers (F/HWDs), profilers, Dynatest Multi-Function Vehicles (MFV), and friction testing equipment.

EXPERIENCE

Semi-Automated Surveys

- State of Alaska; State of California; Enbridge Energy - Haul Route Evaluation (4 states in Midwest); Rover Pipeline – Haul Route Evaluation (4 states in Midwest); City of Frisco, TX; City of Oviedo, FL; Snohomish County, WA; Prince George's County, MD; Cook County, IL (2 projects); City of Indianapolis, IN; and City of Alexandria, VA

FWD Projects

- Brazos County, TX; Jacksonville, FL; Orlando, FL; Fort Worth, TX; Tulsa, OK; and Miami, FL

Don Noah

Data Collection Technician

At Dynatest, Mr. Noah has served as a pavement rater for the annual TxDOT Pavement Management Information System (PMIS) distress rating contract – the largest annual pavement condition survey on Earth. He has also performed numerous ASTM D6433 pavement distress for agencies across the country. Mr. Noah also operates Dynatest's state-of-the-art Pavement Condition Survey System (PCSS) vehicle, which collects pavement distress, roughness, and asset inventory imagery in one pass at highway speed.

Mr. Noah came to Dynatest after more than 25 years of experience with pavement management through the Texas Department of Transportation (TxDOT). While at TxDOT, Mr. Noah served as the User Coordinator for the Texas Reference Marker system (TRM), a unifying common location referencing method for all TxDOT roadside and pavement features.

Experience

- Pavement Condition Survey Team Leader: TxDOT annual PMIS distress survey; Prince George's County, MD; Cook County, IL; Lebanon, OH; Hamilton, OH; and Wichita Falls, TX pavement management projects.
- Semi-Automated PCI Surveys: Indianapolis, IN; Bismarck, ND; and Cook County, IL
- Manual Airport Surveys (PCI and Other): Chattanooga, TN; and Lubbock, TX (more than ten surveys)

Section 4

Similar Work Completed

Dynatest fully understands the type of services requested by the City, and we are confident that we can provide high-quality, cost-effective pavement condition data collection services and analyses to the City of Fernandina Beach. Below are three client examples that may be of value to the City.

1. Town of Windermere, FL

Pavement Management Plan and Implementation

WINDERMERE, FL

Dates: 2015

Contact

Mr. Robert Smith

Town Manager, Town of Windermere, FL

614 Main Street, Windermere, FL 34786

407.876.2563

rsmith@town.windermere.fl.us

Dynatest, in association with QES Inc., and Global Sustainable Solutions LLC were selected to provide pavement management and engineering services for the Town of Windermere, FL. Windermere manages approximately **50 miles** of roads and required semi-automated pavement condition surveys including right of way images, roughness and rutting measurements. The overall scope of the project was as follows.

- Creating **an inventory of the Town's streets**
- Conduct **pavement distress surveys** using semi-automated methods
- **Customize and implement a pavement management system** using MicroPAVER
- Integrating the results into the Town's **GIS system**
- Developing a **pavement management plan and a 20-year maintenance and rehabilitation strategy**
- Conducting stakeholder meetings and town council presentations

Key Dynatest Staff
Project Engineer: Salil Gokhale, PE

2. City of Oviedo, FL

Pavement Management Plan and Implementation

Dynatest was selected to provide pavement management and engineering services for the City of Oviedo, FL. Oviedo manages approximately **260 miles** of roads and required semi-automated pavement condition surveys including right of way images, roughness and rutting measurements. The overall scope of the project was as follows.

- **Develop and implement the MicroPAVER pavement management system** for the City
- Perform a semi-automated **network-level condition survey** of the City's pavements and update the pavement management database
- Estimate **future Maintenance and Rehabilitation (M&R) requirements** of the City's pavements and providing the City with recommended projects for 10 years.

Key Dynatest Staff
Project Manager: Mr. Salil Gokhale, PE
Project Engineer: Dr. Sadaf Khosravifar, PhD, EIT

OVEIDO, FL

Dates:

Contact

Alexis Stewart, P.E.
City Engineer
City of Oviedo Public Works Department
400 Alexandria Boulevard
Oviedo, Florida 32765
Office 407-971-5651
Fax 407-971-5822
astewart@cityofoviedo.net

3. Cook County Highway Dept., IL

Pavement Engineering & Management Services

Dynatest was awarded a contract by the Cook County Highway Department to provide **pavement engineering and management services** on approximately **1,100 lane miles** of County Cook managed roads. In this heavy traffic, high speed, urban area, manual foot-on-ground surveys were not deemed safe and feasible, and therefore Cook County decided to proceed with a **semi-automated survey option** following ASTM D6433-11. Dynatest deployed one of its state-of-the-art

COOK COUNTY, IL

Dates: 2009 & 2015

Contact

Mr. Byron Perry, PE
Project Development Bureau
Cook County Dept. of Transportation and Highways
69 W. Washington, Suite 2300
Chicago, IL 60602
312.603.1661
byron.perry@cookcountyil.gov

Multi-Function Vehicles (MFV) for this project, which was equipped with a **laser line-scan pavement imaging system**, **a high definition Right-of-Way camera**, **inertial measurement unit** (for highway geometrics) and a **7-point laser profiler** for measurement of pavement roughness and rutting following ASTM E 1703E/1703M-95 and ASTM E950/E950-95. **Two MicroPAVER training sessions** were conducted for the County engineering personnel.

Key Dynatest Staff
Principal Engineer: Salil Gokhale, PE
Project Manager: Salil Gokhale, PE
Project Engineer: Vincent Mwumvaneza, EIT

Section 5 Additional Information

Dynatest's team of pavement engineers provide practical, data-driven solutions that maximize pavement performance and minimize lifecycle cost. We are committed to providing the best pavement testing equipment and support while continually advancing the state-of-the-art in pavement technology.

Dynatest understands that pavement M&R is not about a single treatment, nor is it a one-size-fits-all philosophy. Instead, pavement M&R activities must be tailored to each agency's system needs in the most cost-effective manner. This involves using a variety of preventive treatments and pavement rehabilitation solutions aimed at extending pavement life and optimizing resources. The successful completion of this project will enable the City to choose the appropriate maintenance and/or rehabilitation strategies based on field collected data.

Dynatest also helps the Florida Department of Transportation (FDOT) **maintain and operate the Heavy Vehicle Simulator** (HVS). The HVS helps FDOT **evaluate and pick the most reliable solutions** for their rehabilitation projects or new designs **through accelerated pavement testing**.

Our most common pavement engineering and consulting services include:

- Automated and manual pavement condition surveys on roadway pavements
- Pavement management system implementations and updates using MicroPAVER, StreetSaver, and Cartegraph
- Pavement roughness and rut testing using high-speed laser Road Surface Profiler (RSP)
- Falling Weight Deflectometer (FWD) testing
- Pavement design and evaluation
- Customized analysis and reporting for engineering projects
- Runway and Highway Friction Testing (RFT/HFT)
- Pavement research
- Engineering support for accelerated pavement testing (APT) programs and equipment
- Accelerated Pavement Testing (APT) Systems
- Training of client personnel in pavement engineering principles and practices, deflection analysis techniques, operation of equipment and analytical software, including MicroPAVER, ELMOD, PERS/AIRPORTS and Dynatest Explorer (DE) software
- Development of project and network level pavement engineering software

Some unique qualifications of Dynatest that will enable our team to provide quality services to the City are:

- MicroPAVER pavement management system developer and certified trainer.
- Manufacture, operate, and support other vendors and agencies across the globe.
- Unmatched experience in pavement management implementations.

- Sixteen (16) consecutive years of performing over 90,000 miles per year of PMIS pavement distress ratings for TxDOT accounting for over 1,000,000 combined miles within the state of Texas.

In addition to the key project team individuals, Dynatest has more than twenty 20 pavement condition inspectors and more than 60 total employees located in the U.S. ***Our project team is committed to making this a successful project/on time/on budget, and we look forward to the opportunity to serve the City of Fernandina Beach.***

IN CLOSING…

Dynatest has the

- Experienced team
- Use of innovative technology and creative solutions
- Worldwide pavement leaders
- Experienced trainers

Section 6 City Exhibits & Other Documents

The following exhibits and documents are submitted with this proposal, as per the requirements of the RFQ.

- Contact sheet in Exhibit A
- Public Entity Crimes in Exhibit B
- Drug-free Workplace Certification in Exhibit C
- E-Verify Statement in Exhibit D
- Submitter Acknowledgements and Agreements in Exhibit E
- Conflict of Interest in Exhibit F
- Non-Collusion Affidavit in Exhibit G
- Dispute Disclosure in Exhibit H
- Proof of insurance
- Addenda

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EXHIBIT "A"

CONTACT SHEET

Name: DYNATEST NORTH AMERICA, INC.

Federal Taxpayer ID: 44-5068880

Mailing Address: 11415 OLD ROSWELL RD, STE 100, ALPHARETTA, GA

City, State, & Zip Code: ALPHARETTA, GA 30009

Telephone: 678 781 1799 **Fax:**

Email: nreck@dynatest.com

Submitted By: NICHOLAS RECK.

Title: DIRECTOR OF CONSULTING NORTH AMERICA

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: LAUREN BARNEY **Title:** SENIOR ACCOUNTANT

Email Address: LBarney@dynatest.com **Phone:** 678 781 1799

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

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EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the RFQ for PAVEMENT MANAGEMENT CONSULTANT

2. This sworn statement is submitted by (entity) DYNATEST whose business address is 1141S OLD ROSWELL RD, ALPHARETTA and (if applicable) Federal Employer Identification Number (FEIN) is 44-5068880 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is NICHOLAS RECK and my relationship to the entity named above is DIRECTOR.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any submittal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   ____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

   ____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

   ____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature _____ Date: 3/20/2018

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Fulton

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 20 day of March, 2018, and is personally known to me, or has provided personally known as identification.

Notary Public
My Commission expires February 13, 2022

ANGELA LATHON
COMMISSION EXPIRES
NOTARY PUBLIC
FEBRUARY 13, 2022
FULTON COUNTY, GEORGIA

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

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EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: DYNATEST NORTH AMERICA, INC.

CITY: ALPHARETTA STATE: GA ZIP CODE: 30009

SIGNATURE: _____ PHONE: 404 374 5860

NAME (TYPED OR PRINTED): NICHOLAS RECK TITLE: DIRECTOR

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
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EXHIBIT "D"

E-VERIFY STATEMENT

Submittal Number: RFQ 2018-05

Project Description: PAVEMENT MANAGEMENT SYSTEM IMPLEMENTATION

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: NICHOLAS RECK

Authorized Signature: _____

Title: DIRECTOR OF CONSULTING

Date: 3/20/2018

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

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EXHIBIT "E"

SUBMITTER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Submitter, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. SUBMITTALS INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. SUBMITTER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. SUBMITTER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. SUBMITTER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: NICHOLAS RECK Title: DIRECTOR

Signature: _____ Date: 3/19/2018

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

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EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with the submittal for RFQ 2018-05.

This sworn statement is submitted by (entity) DYNATEST N.A. whose business address is 11415 OLD ROSWELL RD, STE 100, ALPHA RETTA, GA 30009 and (if applicable) Federal Employer Identification Number (FEIN) is 47-5068880 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is NICHOLAS RECK and my relationship to the entity named above is DIRECTOR.

1. The above named entity is submitting an RFQ for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above RFQ is being submitted and that the above named entity has no financial interest in other entities submitting for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above RFQ. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature _____ Date: 3/19/2018

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Fulton

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 19 day of March, 2018, and is personally known to me, or has provided Personally Known as identification.

ANGELA LATHON NOTARY PUBLIC MY COMMISSION EXPIRES FEBRUARY 13, 2022 FULTON COUNTY, GEORGIA

_____ Notary Signature

My Commission expires: February 19, 2022

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
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EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with the RFQ for QUALIFICATIONS PAVEMENT MGT. CONSULTANT

This sworn statement is submitted by (entity) DYNATEST N.A. whose business address is 11415 OLD ROSWELL RD, STE 100, ALPHARETTA, GA 30009 and (if applicable) Federal Employer Identification Number (FEIN) is 47-5068880 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is NICHOLAS RECK and my relationship to the entity named above is DIRECTOR.

1. The above named is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
2. Such Submittal is genuine and is not a collusive or sham submittal;
3. Neither the said Submitter nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Submitter, firm or person to submit a collusive or sham Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Submitter, firm, or person to fix the price or prices in the attached submittal or any other Submitter, or to fix any overhead, profit or cost element of the submittal price or the submittal price of any other Submitter, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Submitter or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature _____ Date: 3/19/2018

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Fulton

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 19 day of March, 2018, and is personally known to me, or has provided Personally Known as identification.

_____ My Commission expires: February 19, 2022
Notary Signature

ANGELA LATHON
MY COMMISSION EXPIRES
NOTARY PUBLIC
FEBRUARY 13, 2022
FULTON COUNTY, GEORGIA

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this submittal for the City of Fernandina Beach.

DYNATEST N. AMERICA, INC. 3/19/2018

Firm Date

NICHOLAS RECK - DIRECTOR

Authorized Signature Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/07/2018

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURED
Dynatest North America, Inc.
Dynatest Consulting, Inc.
11415 Old Roswell Rd., Suite 100
Alpharetta GA 30009-2084 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	U.S. Specialty Insurance Co	29599
INSURER B:	AXA Insurance Company	33022
INSURER C:	Philadelphia Indemnity Insurance Company	18058
INSURER D:	Tokio Marine Specialty Insurance Company	23850
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570070396417 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			PCS00127118	01/01/2018	01/01/2019	EACH OCCURRENCE	$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$5,000,000
							GENERAL AGGREGATE	$5,000,000
							PRODUCTS - COMP/OP AGG	$5,000,000
							Deductible	$35,342
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X Coll Ded $1000 / X Comp Ded $1000			PHPK1770744	01/31/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION			PUB616346	01/31/2018	01/01/2019	EACH OCCURRENCE	$9,000,000
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	E&O-PL-Primary			USS1728132 Claims Made	10/31/2017	01/01/2019	Per Claim/Aggregate Deductible	$1,000,000 $35,000

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

City of Fernandina Beach is included as Additional Insured in accordance with the policy provisions of the General Liability policy. Should General Liability policy be cancelled before the expiration date thereof, the policy provisions will govern how Notice of Cancellation may be delivered to Certificate Holders in accordance with the policy provisions.

CERTIFICATE HOLDER

City of Fernandina Beach
City Clerk's Office - RFQ #2018-05
Fernandina FL 32034 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570070396417

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BINDER OF INSURANCE

Renewal of: PCS001271(17) **Date: 12/29/2017**

Revision No. 1

To: AON Risk Solutions
5555 San Felipe, Suite 1500
Houston, TX 77056

From: AXA Insurance Company
125 Broad Street
New York, NY 10004

Attention: Ricky Wong

Re: Dynatest Consulting, Inc.
Casualty Binder

We are pleased to present the binder of insurance for Dynatest Consulting, Inc.:

Issuing Paper: AXA Insurance Company, rated A.M. Best A VIII / Standard & Poor's A+ (Stable)

Named Insured: Dynatest Consulting, Inc.
11415 Old Roswell Road, #100
Alpharetta, GA 30004

Operations: Pavement engineering consulting services and testing equipment

Policy Period: 01/01/2018 - 01/01/2019

Territory: The fifty (50) states comprising the United States of America, its territories and possession, the Commonwealth of Puerto Rico and the District of Columbia and as further defined in the policy.

COMMERCIAL GENERAL LIABILITY - POLICY NO. PCS001271(18)

Coverage:

Each Occurrence Limit
$5,000,000

Damage To Premises Rented To You
$100,000 any one premises

Medical Expense Limit
$10,000 any one person

Personal & Advertising Injury Limit
$5,000,000 any one person or organization

General Aggregate Limit
$5,000,000

Products/Completed Operations Aggregate Limit
$5,000,000

Deductible:

$35,342 per occurrence as respects Bodily Injury Liability/Property Damage Liability Combined

Policy Form: 2013 ISO Occurrence

BINDER OF INSURANCE

Renewal of: PCS001271(17) **Date: 12/29/2017**

Revision No. 1

Coverage Extensions:

Named Insured Endorsement: Dynatest Consulting, Inc.; Dynatest North America Inc
Waiver of Transfer of Rights: Blanket, where required by written contract
Primary & Non-contributary Additional Insured: Blanket, where required by written contract

Additional Insureds:

Managers or Lessors of Premises: Blanket, where required by written contract
Designated Person or Organization: Blanket, where required by written contract
Owners, Lessees or Contractors: Blanket, where required by written contract
Owners, Lessees or Contractors
or Contractors Completed Operations: Blanket, where required by written contract

Policy Forms:

ACS-551 Lead Liability Exclusion
ACS-550 Urea Formaldehyde Exclusion
C-45 Aircraft Products Exclusion Endorsement
C-58B Asbestos Exclusion Endorsement
CG 00 01 Commercial General Liability Coverage Form (Occurrence Version)
CG 03 00 Deductible Liability Insurance
CG 20 10 Additional Insured - Owners, Lessees or Contractors - Schedule
CG 20 11 Additional Insured - Managers or Lessors of Premises
CG 20 26 Additional Insured - Designated Person or Organization
CG 20 37 Additional Insured - Owners, Lessees or Contractors or Contractors Completed Ops.
CG 21 06 Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47 Employment-Related Practices Exclusion
CG 21 55 Total Pollution Exclusion with a Hostile Fire Exception
CG 21 67 Fungi or Bacteria Exclusion
CG 21 70 Cap on Loss from Certified Acts of Terrorism, if accepted
CG 21 73 Exclusion of Certified Acts of Terrorism, if declined
CG 21 76 Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 21 96 Silica or Silica-Related Dust Exclusion
CG 22 43 Exclusion - Engineers, Architects or Surveyors Professional Liability
CG 24 04 Waiver of Transfer of Rights of Recovery against Other to Us
CG DS 01 Commercial General Liability Declarations
IL 00 17 Common Policy Conditions
IL 00 21 Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL DS 00 09 Common Policy Declarations
Named Insured Endorsement
Primary & Non-Contributary Additional Insured
30 Days Notice of Cancellation - Certificate Holders - *See other conditions
Schedule of Locations - As per expiring
Applicable state amendatory endorsements and notices

Other Conditions: *30 Days NOC - Certificate Holders: As per schedule
City of Anaheim; Trinity Infrastructure, LLC; City of Los Angeles;
Louisville Regional Airport Authority; Tompkins County

Activity 1
Class Code 56654 - Machinery or Machinery Parts Mfg.
Exposure $18,000,000 Sales

BINDER OF INSURANCE

Renewal of: PCS001271(17) **Date: 12/29/2017**

Revision No. 1

Activity 2
Class Code 41677 - Consultants
Exposure $2,000,000 Payroll

Activity 3
Class Code 61226 - Buildings or Premises - Office
Exposure $3,640 Square Feet

Annual Premium: $36,796.00 annual Flat and minimum premium

Taxes & Surcharges: Nil

TRIA Premium: $515.00 additional

Commission: 15.0%

Attached you will find the POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE.

The Disclosure Notice contains information on the insured's option to include certain coverage for terrorism insurance and the cost of the coverage. The insured is required to either accept the coverage and pay the additional premium or reject the coverage. The executed form should be returned as soon as possible.

If the Disclosure Notice is not returned to us or if the terrorism premium is not paid when due, the applicable terrorism exclusion will be attached to the policy.

This policy will be issued by AXA Insurance Company, an admitted carrier.

Thank you for the opportunity to assist you and your valued client.

Samuel Kim
(212) 493-9385

City of Fernandina Beach, Florida
Addendum No. 1
For Request for Qualifications
Pavement Management Consultant
RFQ 2018-05

ADDENDUM No. 1

The following changes are applicable to the original RFQ documents and specifications of RFQ 2018-05. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a response. Failure to do so may disqualify the Submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum. **IT SHALL BE THE RESPONDENT'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

A. **Correction to language in the legal ad from** "Questions regarding the RFP ....." **This should read "Questions regarding the RFQ....."**

NAME: NICHOLAS RECK **TITLE:** DIRECTOR

ADDRESS: 1415 OLD ROSWELL RD, STE 100

CITY: ALPHARETTA **STATE:** GA

AUTHORIZED SIGNATURE: _____ **DATE:** 3/20/2018

City of Fernandina Beach, Florida
Addendum No. 1
For Request for Qualifications
Pavement Management Consultant
RFQ 2018-05

ADDENDUM No. 2

The following changes are applicable to the original RFQ documents and specifications of RFQ 2018-05. This Addendum No.2 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a response. Failure to do so may disqualify the Submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum. **IT SHALL BE THE RESPONDENT'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

NAME: NICHOLAS RECK **TITLE:** DIRECTOR

ADDRESS: 11415 OLD ROSWELL RD, STE 100

CITY: ALPHARETTA **STATE:** GA

AUTHORIZED SIGNATURE: _____ **DATE:** 3/20/2018

City of Fernandina Beach, Florida
Addendum No. 1
For Request for Qualifications
Pavement Management Consultant
RFQ 2018-05

1. The Introduction in Page 1 states that the City is seeking consultants to examine, analyze and prioritize road needs for approximately 92-miles of City roads. Are these 92 centerline miles or 92 lane miles? Centerline miles

2. Are there any restrictions on the hours when the pavement condition data can be collected? No

3. When are the deliverables outlined in the RFQ due? NLT Aug 31

4. In the Scope of Work in page 4, the RFQ lists "Traffic Counts" as a desired service in data collection. Upon further consideration, traffic counts are not necessary as part of this project. The key roads for which traffic counts would likely be conducted are under the jurisdiction of Nassau County or the State of Florida (that data should be readily available).

Dynatest®

IMS Infrastructure Management Services

Consultants | Engineers

Technical Qualifications for:

RFQ# 2018-05 Pavement Management Consultant

March 23, 2018 - 2:00 PM

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034

IMS Office Location

1775 Winnetka Circle
Rolling Meadows, IL 60008
(847) 506-1500 ph
(847) 255-2938 fax

consulting
engineering
data collection
software

www.ims-rst.com

IMS Infrastructure Management Services
1775 Winnetka Circle, Rolling Meadows, IL 60008
Phone: (847) 506-1500 Fax: (847) 255-2938
www.ims-rst.com

March 23, 2018

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034

Attention: City of Fernandina Beach Evaluation Committee
Reference: **RFQ# 2018-05 Pavement Management Consultant**

Dear Evaluation Committee,

IMS Infrastructure Management Services is pleased to submit our technical qualifications for the above referenced project to the City of Fernandina Beach. With over 30 years of pavement and asset management experience, we have become industry leaders in the provision of data collection methodologies and software configuration, and have developed a streamlined approach to analysis of collected data. With our sole focus on pavement and asset management services, Fernandina Beach will acquire **quality** data, exemplary **service**, and **reliability** that define our commitment. This level of quality and commitment has resulted in IMS routinely traveling across the United States and Canada to complete projects. The authorized negotiator and point of contact for the IMS submission is:

Donald Hardt, Client Services Manager
IMS Infrastructure Management Services, LLC
1775 Winnetka Circle, Rolling Meadows, IL 60008
Phone: (847) 506-1500 Fax: (847) 255-2938 Email: dhardt@ims-rst.com

We want to thank you for your consideration of IMS as a viable solution for the development of the pavement management system and we will strive to become an asset and extension of the Fernandina Beach staff and team. Based on careful review of the project scope, we are confident that we can provide the requested services in a cost effective and time efficient manner. We acknowledge and accept addendums one and two. Thank you for your time and consideration.

Regards,
IMS Infrastructure Management Services, LLC

Donald Hardt
Client Services Manager

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1.0 FIRM QUALIFICATIONS AND EXPERIENCE

1.1 EXECUTIVE SUMMARY

IMS Infrastructure Management Services is a premier pavement and asset management firm in Florida. IMS tailors pavement and asset management for 45 to 55 agencies each year. We stand second to none in our ability to establish cost effective maintenance management programs using industry standard deliverable formats such as Interactive Excel Spreadsheets, GIS geodatabases, simple to use Google Earth KML mapping files, and even 3rd party pavement management systems such as PAVER, Lucity, Cartegraph, Cityworks and many others.

The primary objective of the Fernandina Beach project is to provide the City with the tools, skills, and information to manage its street network in the most cost effective manner that provides the optimal blend of level of service and annual expenditures. To accomplish this goal, IMS Infrastructure Management Services will conduct field surveys utilizing enhanced ASTM D6433 protocols that will provide a solid understanding of the status and needs of the street network. IMS will mobilize the Laser Road Surface Tester (RST) for the surface distress and roughness surveys, covering 100% of the network in a linear manner. This approach will ensure comprehensive coverage compared to a sampling approach with data summarized as block-by-block segments. The IMS methodology will seamlessly integrate with the recommended software solution, the IMS Easy Street Analysis (ESA) interactive spreadsheet. All data is tied directly to GIS and will include individual distress indices, projects, and the overall PCI score.

Upon completion of the field surveys, the field data is then reviewed to develop comprehensive multiple-year street rehabilitation plans that optimize pavement quality and minimize annual expenditures. The final rehabilitation plans are developed using Priority Weighting Factors that are customized to meet the evolving needs of City staff and optimized using cost benefit techniques.

IMS has engineered an easy to use interactive Excel spreadsheet (ESA) that utilizes the core metrics of any good pavement management system such as industry standard performance curves, ASTM D6433 distress protocols, custom prioritization, and cost benefit optimization. The final report will be developed with input from the City staff prior to delivery at a council presentation.

This proposal will highlight the following activities:

- The IMS team's innovative approach to objective ASTM D6433 automated data collection.
- Delivery of quality and comprehensive results in industry standard formats such as Excel spreadsheets, Access databases, Personal Geodatabases, shapefiles, or even Google Earth KMZ files. The idea is to simplify pavement management, not make it needlessly complicated.
- Supplemental services which may interest City staff such as deflection testing, ROW asset inventory development, and image deliverables.
- Develop a comprehensive 10-year pavement management plan that prioritizes City needs and optimizes the rehabilitation plan based on cost benefit techniques.

1.2 COMPANY PROFILE

IMS Infrastructure Management Services is a pavement management-consulting firm with over 30 years of direct experience in the industry and we are the premier automated pavement management firm in the United States. As a professional engineering firm, that is 100% dedicated to pavement and asset management, our ability to perform the work goes hand-in-hand with our philosophy on project ownership. Every project is assigned a team of dedicated professionals, with the core group comprised of a Project Principal, Project Engineer, and Client Services Manager. We can ensure successful project ownership because each member of the IMS team understands who is accountable for each phase of the project.

Since our inception in 1985, IMS has progressively developed new technologies together with real-world software applications to become a recognized international leader in the field of pavement and infrastructure management. Our software solutions provide the tools required to meet the complex challenges within modern urban and rural environments.

In addition to providing professional engineering and software services, IMS operates an advanced, state-of-the-art fleet of four Laser RST data collection units. All equipment is owned and operated by the company. IMS takes pride in performing quality work for each client to build long-term partnerships. The City of Fernandina Beach can expect to receive the same level of commitment and individualized experience as each previous client. Our team is comprised of 24 employees, broken down as follows: 9 Staff Professionals, 4 Support Personnel, and 11 Technicians.

A brief history of IMS is as follows:

1983	1985	1997	2000	2004	2012
• Road Surface Tester (RST) technology introduced to the North American market.	• IMS formed as a partnership between Novak Dempsey, Swedish National Roads Authority and Delcan, Ltd.	• Terracon purchases IMS - expands its services and expertise.	• RST capability is expanded with the addition of GPS and digital camera capabilities for asset data.	• Employee purchase of IMS, western United States and Canadian presence expanded.	• Data processing capability expanded through automated programs and routines.

Since 2004, IMS has completed more than 700 pavement management assignments for government agencies and private-sector companies throughout North America. IMS achievements include:

- Certified for ASTM D6433 data collection and participation in *ASTM sub-committee E1741 and TRB subcommittee AFD20* on pavement monitoring and valuation.
- 500 City and county agencies plus 25 large-scale public works departments.
- Ten state agencies, DOT's, MPO's and COG's, and transportation authorities.
- Collected data for more than 15 different software platforms, ranging from our own proprietary systems, to 3rd party programs including PAVER, Lucity, Cartegraph, Cityworks, and others.
- Developed the data collection tools that set the standard for automated, objective surveys.

2.0 IMS APPROACH AND METHODOLOGY

2.1 UNDERSTANDING THE FERNANDINA BEACH SCOPE

Three elements are critical to successfully completing a network-level data collection assignment:

Knowing and understanding what data elements are required and in what format.

Having the wherewithal to physically collect the data in a timely fashion with minimal impact to the traveling public, and most importantly in a safe manner.

Having the ability to process, check and transfer large volumes of data in a timely fashion and attribute them correctly.

Street Network Inventory & GIS Integration – The City of Fernandina Beach street network consists of 92 centerline miles of streets maintained by the City. IMS will perform a linear pavement distress survey on 100% of the city-owned street network. As with all projects that we perform, the Laser RST will survey all major arterial and collector streets in two passes, resulting in a total survey distance of approximately **100 miles**. IMS will begin the project by adopting the City's existing GIS database (as available) in an effort to prepare the survey inventory for field data collection. New streets will be added and the City's pavement inventory will be reviewed to ensure it meets pavement management requirements. The IMS surveys are tightly coupled with the City's existing GIS environment resulting in a seamless transition of data that is linked to a unique identifier in the City's GIS.

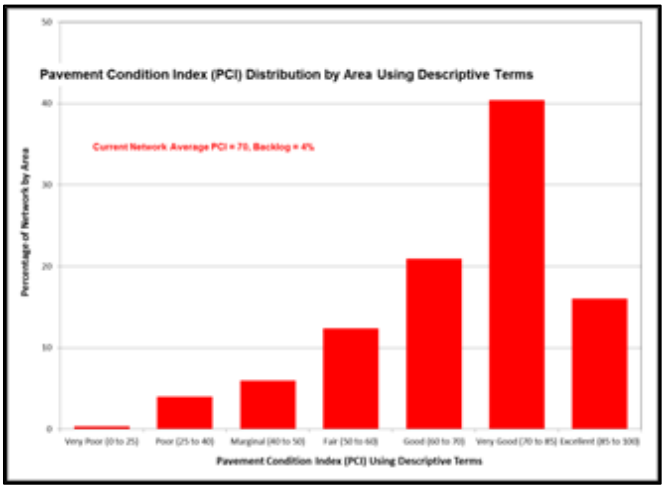
Objective Pavement Distress Survey – IMS is unique to the industry, as an objective and repeatable pavement data collection effort will be completed. The Laser Road Surface Tester (RST) will be used to perform a surface condition assessment of all streets designated by the City of Fernandina Beach. Instead of using the subjective feet on ground or windshield sampling method, all data will be collected continuously and recorded in 100-foot intervals in the form of a detailed database complete with GPS coordinates. The detailed data will then be summarized at the segment level (block-to-block) to develop the pavement distress index (PCI) for each street segment.

Advanced Technology – The laser camera array (LCA) contains 11 lasers capable of collecting automated pavement condition data in the form of roughness to International Roughness Index (IRI) standards, dual wheel path rutting, transverse cracking, block cracking, alligator cracking and texture. The Direct Digital Condition Rating System (DDCRS) is a touch screen based tablet that allows the user to define what information (distresses, attributes, and asset information) is to be collected and how it is to be quantified. The DDCRS is integrated into the data flow through time code, GPS, distance and inventory control. The IMS approach to data interpretation allows for an enhanced pavement analysis as we incorporate more than the standard ASTM surface distresses. The incorporation of pavement roughness and subgrade performance supports the selection of the right treatment, at the right time.

Software Evaluation & Needs Assessment – There is no "one size fits all" when it comes to pavement management applications, and the selected system must meet the City's reporting needs while also conforming to their technical skill set. As a base deliverable, IMS will include the IMS Easy Street Analysis (ESA) that provides the functionality of a pavement management system, without the necessary software training. The ESA includes budget planning tools, prioritized projects, rehabs strategies and rates, peripheral assets add-on costs (sidewalks, curbs & striping), and other tools to suit the Fernandina Beach staff. The IMS team will also review software options such as PAVER, Lucity, VUEWorks and others.

Data Processing, Formatting and City Review – Prior to the development of the analysis and report, the pavement condition data will be delivered to City staff into an easy to navigate Excel spreadsheet, complete with graphs and descriptive terms such as Good/Fair/Poor. The detailed PCI extent and severity distress data is also aggregated into an easy to understand 0-10 index to assist in City review. *The condition data is delivered as a Personal Geodatabase, a series of shape files, and KMZ files to ensure City staff comfort with the data outputs prior to software implementation.*

Pavement Analysis Configuration – While the parameters of the pavement analysis are largely driven by the software used by a client, the focus of this project is to develop a comprehensive 10-year rehabilitation plan that targets the City of Fernandina Beach maintained streets.



A solid pavement management program will allow the rehabilitation plan to be prioritized based on City priorities as they relate to functional classification, pavement type, structural adequacy, and neighborhoods. The ability to also utilize deflection data and/or the sum of load associated surface defects (alligator, longitudinal, and edge cracking; rutting, distortions, and patching/potholes) for the development of the structural index (SI) is also beneficial. *In addition, the deterioration curves should be modeled for the City of Fernandina Beach with the integration of critical set points that catch streets before they fall into a more expensive treatment category.* This is how we introduce cost of deferment into municipal optimization techniques. While the parameters described above can be completed by the ESA interactive spreadsheet and select 3rd party applications, they cannot be adopted by applications such as PAVER and/or StreetSaver which rely heavily on worst-first and scheduled activity prioritization.

Final Report – The final report serves as the project blueprint and reviews the following:

- Concepts of pavement management.
- City condition results.
- What those condition results mean.
- Rehabilitation triggers.
- Budget models.
- Analysis results.
- Condition comparisons.
- Final recommendations.

Council Presentation – In addition to a written final report, the results of the survey will be summarized in an onsite PowerPoint presentation during a public Council meeting and/or Study Session.

2.2 OBJECTIVE PAVEMENT EVALUATION

The IMS fleet of pavement performance equipment includes four Laser Road Surface Testers, two Dynaflect Devices, and three Sidewalk Surface Testers. For this survey, we propose to use one Laser Road Surface Tester enhanced with digital imagery and GPS capabilities. The RST, with its 11 laser sensors is capable of collecting a full array of pavement condition data complete with high accuracy GPS coordinates and multiple view digital images for both rigid and flexible pavements (in real time), as it traverses the street. An integrated DDCRS supplements the RST data for additional distress data elements, QA/QC and inventory information. Specialized data processing, using GIS as its backbone, allows the pavement data to be quickly checked for completeness and quality.

The main components of the enhanced RST are:

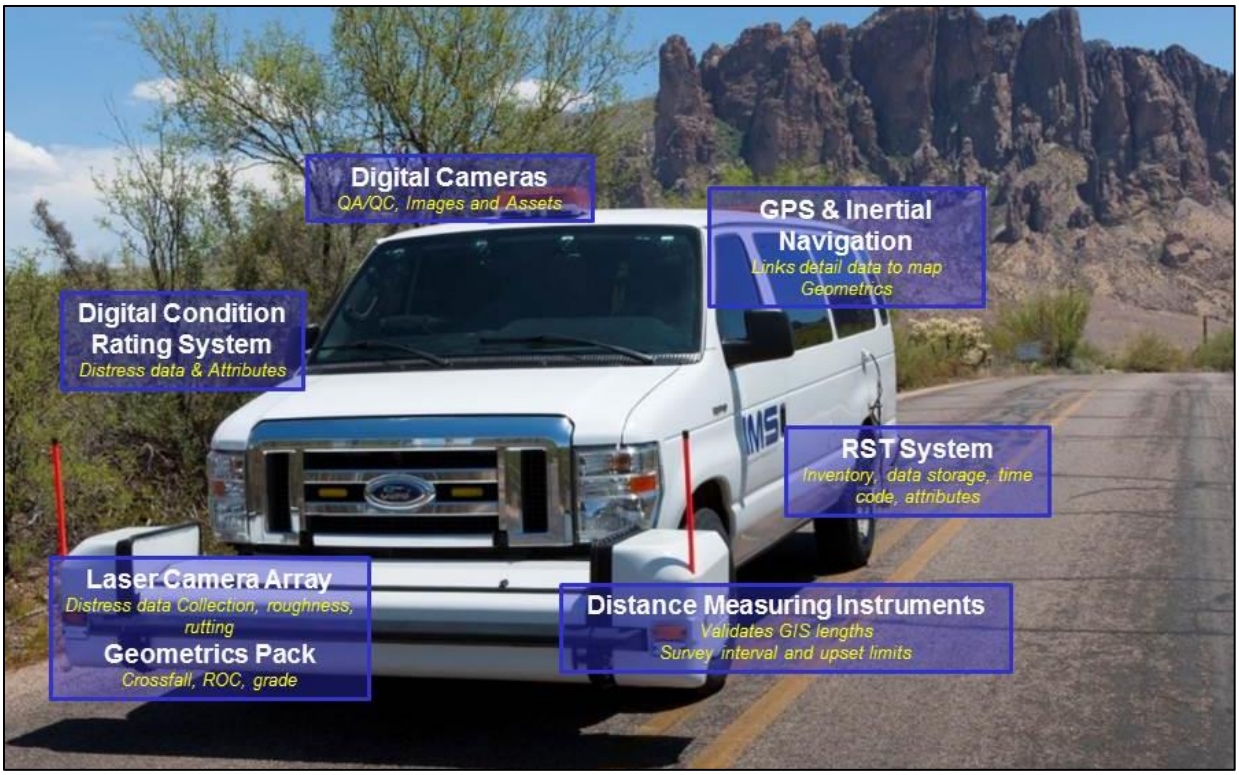
- A transducer bar with an array of 11 laser cameras, rate gyroscopes, inclinometers and accelerometers to measure pavement roughness, rutting, cracking, and geometrics.
- Touchscreen DDCRS that is customized to collect a variety of street attributes and extent-severity based pavement distresses through trained operator input.
- Up to 7 digital cameras can be mounted for forward, side, rear, and right-of-way views.
- Ability to collect dual wheel path roughness to International Roughness Index (IRI) standards.
- High accuracy Global Positioning System (GPS) receiver with inertial navigation for geo-locating of pavement and asset information with excellent accuracy.
- Dual distance measuring instruments to measure linear distances to within +/- 0.5%.
- Built-in software and on-board processors to develop street inventories, time code integration, and system monitors.

The Laser RST travels at the posted speed limit and thus does not affect the free flow of traffic. This is important as it allows IMS to:

- Collect data in a timely fashion without having to trade-off accuracy for production.
- Work from a safe, protected environment without risk to the data collectors.
- Eliminate the need to implement traffic control, close lanes or attempt to collect the data from the sidewalk or dodge traffic.
- Collect, validate, and safeguard large volumes of data without the need for transposing data from portable data collection units or paper.

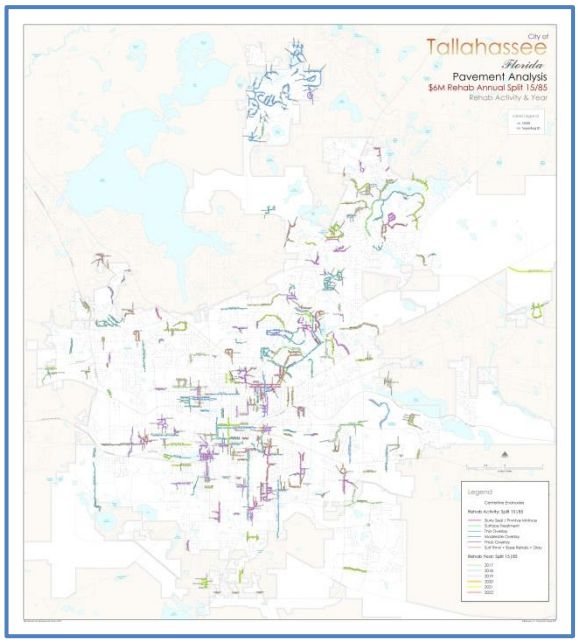
The LCA also automatically collects transverse cracking, block cracking, alligator cracking, distortions, roughness, geometrics, and texture. The laser camera technology automatically detects cracks and minute variances in the pavement surface. Thus, the LCA greatly diminishes the subjective nature of PCI data collection performed by image-based surveys.

The following diagram illustrates the full configuration of the RST for **ASTM D6433** pavement condition evaluation assignments. The RST is operated by three highly trained technicians.



Laser Camera Array (LCA)	11 laser sensors that objectively quantify pavement cracking, texture, rutting, roughness, cross fall, crown, grade, and radius of curvature. The lasers collect data in a severity and extent format that conforms to ASTM D6433 protocols.
Digital Cameras	The Laser RST can be mounted with up to 7 digital cameras depending on each project's unique requirements. Digital images are largely used for many purposes: data validation, virtual drive deliverables to clients, and right-of-way asset inventory development.
GPS Acquisition	GPS technology is coupled with inertial navigation to enhance the acquisition of accurate longitude and latitude coordinates. Municipal agencies are becoming GIS centric and thus all data must be georeferenced for plotting in a GIS environment and linking with the state plane XY coordinates.
Distance Measuring Instruments (DMI)	Dual DMI pulse transducers that accurately collect and report vehicle distance and speed. The distance data is integrated with the inventory, GPS data flow, and time code.
Hardware & Storage	The Laser RST is equipped with multiple servers and computers that store the data collected from the lasers, cameras, GPS, and touch-screen event board.
Digital Direct Condition Rating System (DDCRS)	The touch-screen event board allows IMS to collect a wide range of data from pavement distresses to the validation of pavement attributes. The touch-screen event board can be configured in any manner we desire and conforms to the ASTM severity and extent data collection protocols. This is also used for unique asset attribute identification.

2.3 GIS INTEGRATION & MAPPING



The role of GIS in asset management cannot be overstated. It is a powerful tool that provides the ability to handle and present vast amounts of data in an efficient manner. Not only does GIS allow an agency to visually plot textural data, it also establishes an easy access portal to the data through an efficient integration with many 3rd party asset management applications.

IMS kicks off every project by completing a brief review of the legacy GIS environment to assess suitability for network referencing, survey map preparation, and pavement management purposes. Our team will consume the Fernandina Beach GIS files and use the GIS as the basis for developing the network segmentation on a logical block-to-block or intersection-to-intersection basis. IMS will be implementing a new pavement management system for the City, so all referencing information will be approved by Fernandina Beach staff prior to the completion of the field surveys.

The data collected by IMS is linked to the existing GIS environment and is supplied as a personal geodatabase, spatial database engine, Auto CAD files, or a series of shape files. IMS collects XY coordinates for all data elements using GPS technology coupled with inertial navigation and integrates with most 3rd party GIS applications, including ESRI.

At a minimum, the GIS supplied by the City should have an ownership attribute, functional classifications, contiguous line work, and be in a digital format such as shape files and/or personal/file geodatabases. As a supplemental task, IMS can perform a full service “GIS Clean-Up” and “Functional Class Review” as an enhancement to the standard GIS development and network referencing activities. If the City is utilizing the County’s GIS, and a one-to-one relationship is required, IMS has the team available to develop the correct referencing information. IMS will ensure that the base deliverable, ESA spreadsheet, will be linked with the City’s GIS identifier and/or the selected 3rd party pavement management software.

For this assignment, GIS will be used in four key areas of work:

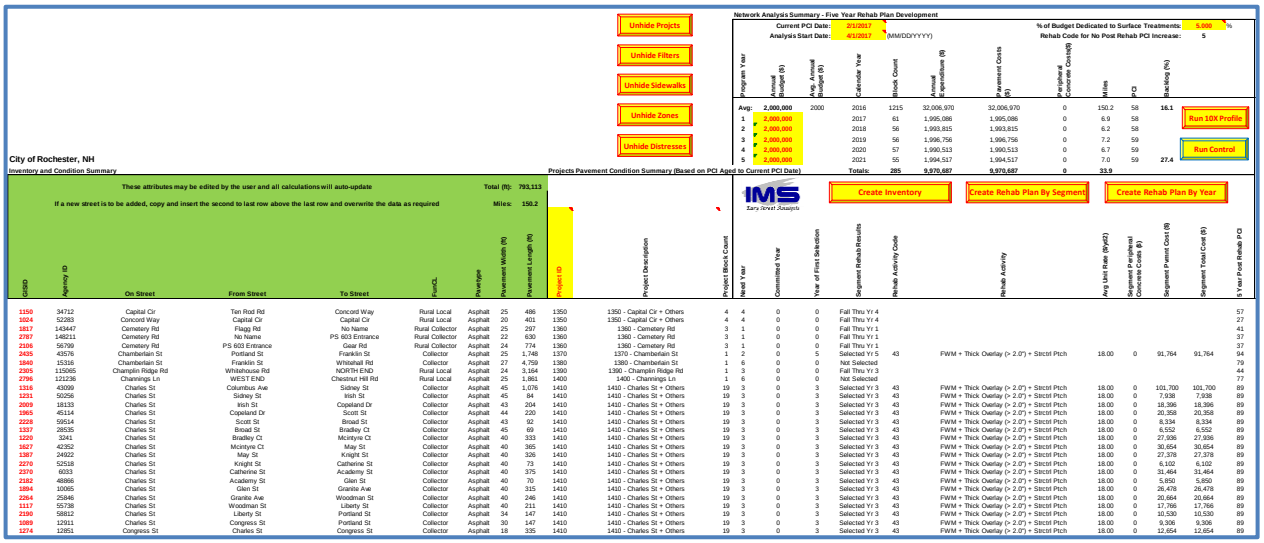
1. GIS will be used to verify the streets to be surveyed and to create the routing maps for use during the field surveys.
2. The survey productivity will be tracked through the plotting of the GPS data collected during the field surveys. This will allow IMS to review all streets that have been covered, identify anomalies in the referencing, and spot missed streets.
3. GIS will be used in processing the distress and inventory data. By plotting the data, we can QA the data and identify data exceptions in addition to proofing out the GIS.
4. Personal geodatabases, spatial database engines, shape and/or KML files, can be created for the visual presentation of condition data and analysis results.

2.4 RECOMMENDED SOFTWARE: IMS EASY STREET ANALYSIS (ESA)

While the results of the survey will certainly be documented and bound into a final report that illustrates the findings of the survey, it is imperative that City staff have access to the pavement condition and analysis results without having to become software experts. While IMS is a leading expert with most 3rd party pavement management applications, we have engineered a simple, and easy to use, interactive Excel spreadsheet that utilizes the core metrics of any great pavement management system such as the ability to prioritize and optimize the 10-year plans.

The IMS ESA spreadsheet will be programmed to develop a 10-year maintenance and rehabilitation plan using "cost of deferral" as a rehabilitation candidate selection constraint in an effort to introduce cost-benefit techniques into the City's pavement management plan. In addition, the ESA spreadsheet will have referenced deterioration curves for each functional classification, pavement type, and even pavement strength rating. The power of having the data in such an open architecture fashion allows the City to utilize 3rd party software in the future if desired. The spreadsheet will also contain a full suite of maintenance and rehabilitation techniques, unit rates, and associated PCI resets. The parameters of the analysis (Priority Weighting Factors) can also be modified and reprioritized on the fly. This will allow the City's data to evolve with the priorities of elected officials and department staff. Programmed priority weighting factors include functional classification, pavement type, and pavement strength while actual candidate selection is based on the incremental cost of deferral.

As seen in the image below, the analysis data in the spreadsheet is supplemented with many cells highlighted in yellow. The yellow highlighted cells simply indicate that they are "HOT" and can be modified by the end user. Two of the yellow cells shown below represent the Annual Budget and the Project ID. The Annual Budget cell can be modified with a new budget and the 10-year plan will automatically re-prioritize on the fly. While IMS will have already aggregated the City's segments (intersection-to-intersection) into viable projects (multiple segments strung together to form a logical project), the user has the ability to aggregate additional segments into a project or even remove a segment from a project without having to become a software expert.



The spreadsheet also will allow the City to re-fresh the 10-year plan by entering the maintenance and rehabilitation work completed. As seen in the image below, the spreadsheet is supplemented with "PCI Override" functionality. When work is completed on a particular segment, the user simply inserts the override PCI value along with a date. The spreadsheet then removes the segment from the 10-year plan and updates all referenced network PCI averages.

Pavement Condition Summary

Today: 3/30/2015

PCI: 76 **Current Network PCI: 74**

Surface Distress Index (SDI)	Roughness Index (RI)	Pavement Condition Index (PCI)	PCI Survey Date	Strength Rating	Condition Rating	Load Associated Deducts (LADD)	Non-Load Associated Deducts (NLAD)	PCI Override	PCI Override Date	Current PCI
74	53	**67**	6/1/2014	MOD	Good	0	0			**66**
55	63	57	6/1/2014	MOD	Fair	27	18			**55**
70	63	68	6/1/2014	MOD	Good	19	10			**66**

Other features of the IMS Easy Street Analysis spreadsheet are as follows:

- Red triangle tips that trigger a dialogue box explaining cell contents.
- Ability to add new road segments and attributes on the fly.
- Modifiable distress indices for City field inspections.
- Input work completed and override segment level PCI scores.
- Prioritize by neighborhoods, zones, or districts.
- Ability to modify project lengths – includes aggregating and splits.
- Commit projects and force "Must Do's" or "Must Never Do".
- Program varying annual budgets over a 10-year horizon.
- Commit a percentage of the budget to surface treatments if desired.
- Automated rehab plan prioritization and optimization.
- Macros that automatically sort and filter simple rehab and inventory lists.
- Ability to sync the spreadsheet with the Data Viewer though a .CSV file export.

While the spreadsheet is not meant to replace pavement management systems, it is an alternative for smaller agencies that do not have the resources or staff to maintain a dedicated application. If a dedicated system is still desired, IMS will assess all other available 3rd party solutions.

2.5 PAVEMENT ANALYSIS & 10-YEAR REPORT

Immediately following the completion of the field surveys, IMS will begin processing the pavement distress severity and extent scores in an effort to develop the Pavement Condition Index (PCI) for each street segment. The condition results are analyzed by a team of IMS engineers, who then develop the Fernandina Beach 10-year pavement management plan. This section provides a brief summary of the functionality of an IMS enhanced analysis in order to emphasize our implementation expertise as well as the abilities and constraints within a pavement analysis.

The purpose of pavement management is to produce cost effective maintenance programs that maximize available resources and street life. By incorporating key components of a cost benefit analysis into the analysis operating parameters, we can develop a game plan that is optimized to meet the needs of the City of Fernandina Beach. In addition, the analysis operating parameters described within this section can be delivered in an easy to understand ESA spreadsheet including the segment PCI data, pavement deterioration curves, triggers (priority weight factors), and the prioritized 10-year plan. The result is an optimized 10-year plan that is open sourced and can easily be managed by the City staff. Select pavement management systems can also be configured using the analysis parameters described below.

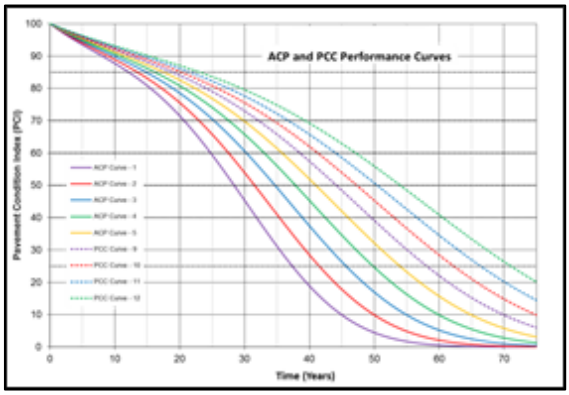
Field Inspection Data and Pavement Condition Index (PCI)

The IMS analysis allows you to store information regarding your pavements, including surface types, number of lanes, patching estimates, cross slopes, and sidewalk & curb types with replacement estimates. Pavement condition data including surface distress, roughness, and deflection results can be stored and analyzed. Using an in-house Pavement Manager Setup module, we can develop customized condition elements, distress types (load & non-load), Indices (SDI, RI, & SI), weightings, and overall PCI calculations.

In addition to the yearly programs, the net impact each budget scenario has on the expected condition of the road network over time can be determined. This budget impact can be illustrated both in terms of the yearly increase or decrease in the average network PCI score, PCI distribution, or % Backlog of roads that were not selected by the budgets. IMS converts the difficult to understand FHWA and ASTM D6433 data to a 0-10 distress rating scale with distress weighted factors (DWF), where DWF = {Area under D6433 deduct curves/3000}.

Modeling and Performance Curves

With an IMS analysis, you can forecast various budget scenarios to help you determine your ideal maintenance and rehabilitation schedule. The IMS approach will help you decide what rehab activities should be performed, when and where to perform them, and an ideal budget for to maintain the system at a specific level of service.



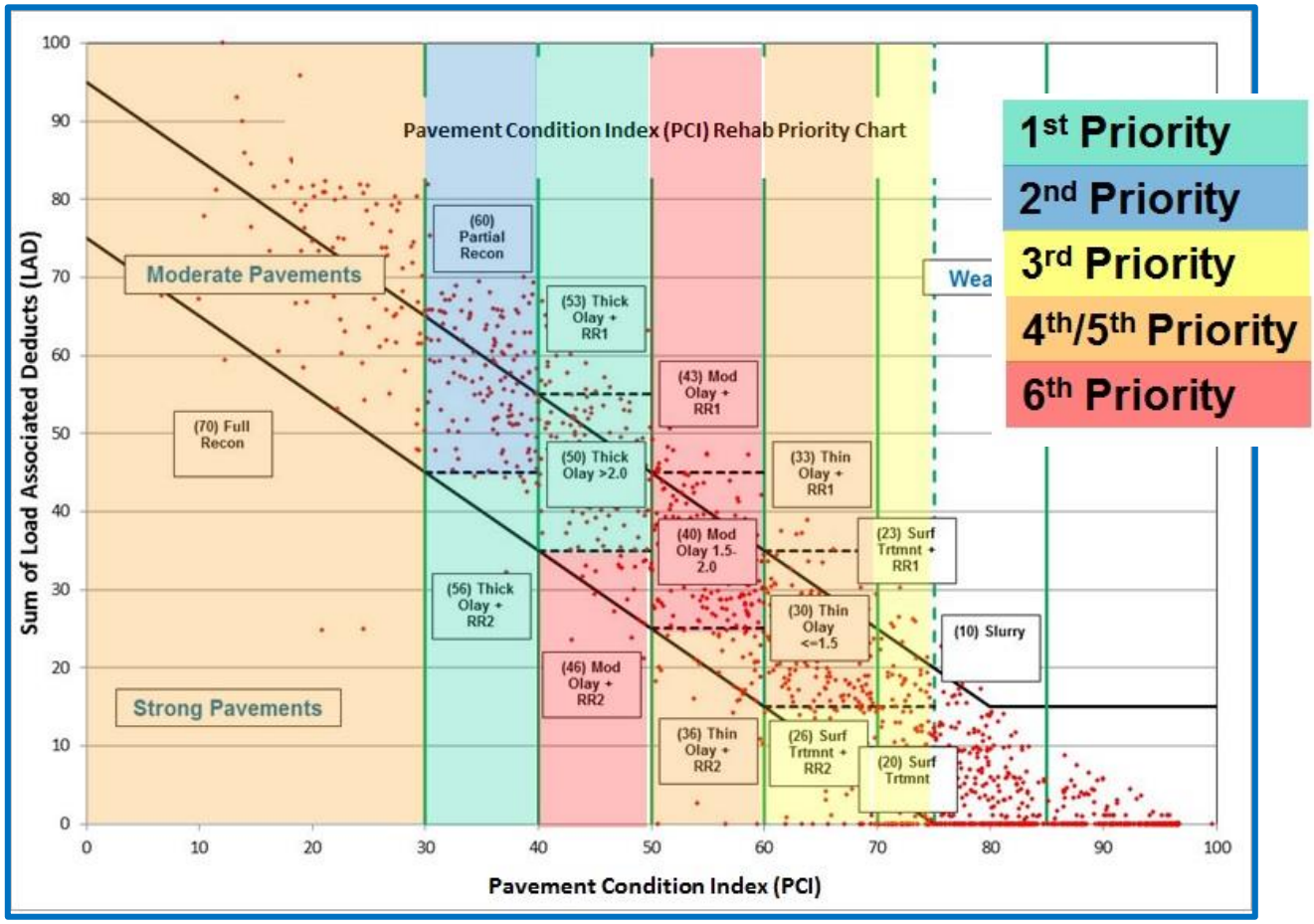
IMS engineers use pavement deterioration models that can be customized to reflect the climatic conditions and structural characteristics of Fernandina Beach's road network. As a result, performance curves can be developed on factors such as functional class, pavement type and sub-grade strength.

Set Points and Operating Parameters

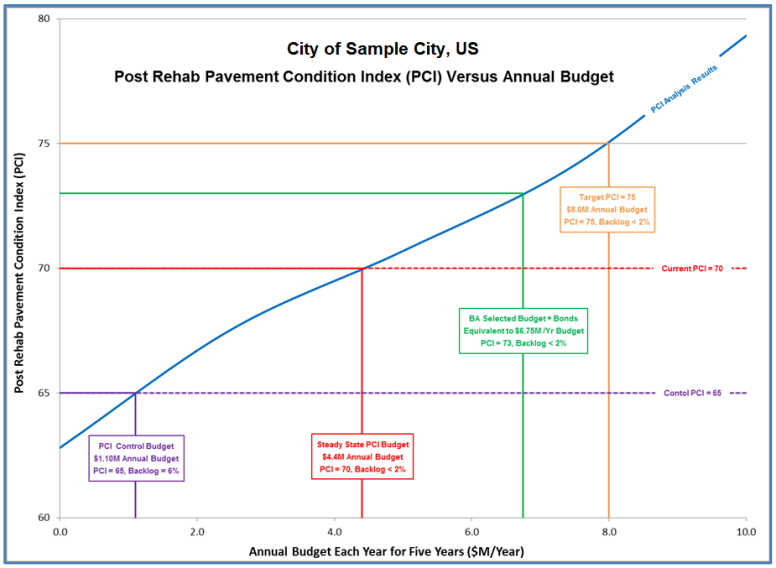
One of the most important aspects of the IMS approach is determining the 'set points' or thresholds of the performance curves and other factors. In general, these set points determine what type of treatment will be selected given the current or predicted condition of a road segment over time.

For example, the scatter plot displayed below illustrates a potential rehab selection process that may be incorporated for Fernandina Beach. Each dot represents the outcome of a pavement condition assessment on each segment in the road network. The X-axis is the pavement condition score while the Y-axis is a Structural Index (developed with the sum of load associated distresses). The boundaries created by the intersection of the vertical green lines and horizontal dashed black lines represent the potential rehabilitation strategy for those given conditions. Each maintenance and rehabilitation strategy is programmed to take place in the most optimal year for each street segment.

The color bands are also an effective way of illustrating the activity priorities through an analysis that takes into account critical PCI drops, also known as "cost of deferral." The IMS analysis specifically targets "critical segments", which is defined as segments that will drop into a more expensive treatment category if they are not selected now. By presenting the rehab strategies in a visual format such as this, the user, City staff, management, and Councils can easily understand, follow, and potentially modify the results with confidence.



Rehabilitation Analysis



An unlimited number of pavement maintenance and rehabilitation strategies can be defined within our system. An analysis is then run, incorporating the performance curves, set points, filter criteria, and rehab alternatives to identify the overall need in terms of rehab strategies and costs for the City's road network, for today as well as year on year for the next 10-years.

The IMS approach allows you to input any number of "what if" budget scenarios and produce prioritized yearly rehab programs based on those funding levels over a 10-year analysis period. Typical budget scenarios include Budget $/Year, Unlimited Budget $, "Do Nothing" Budget, and a Target PCI Budget. Each client has unique properties that define their street network. Fernandina Beach can rest assured that the pavement analysis will not be created utilizing a "Black Box" software program that does not factor in Fernandina Beach realities, priorities, and level of service policies.

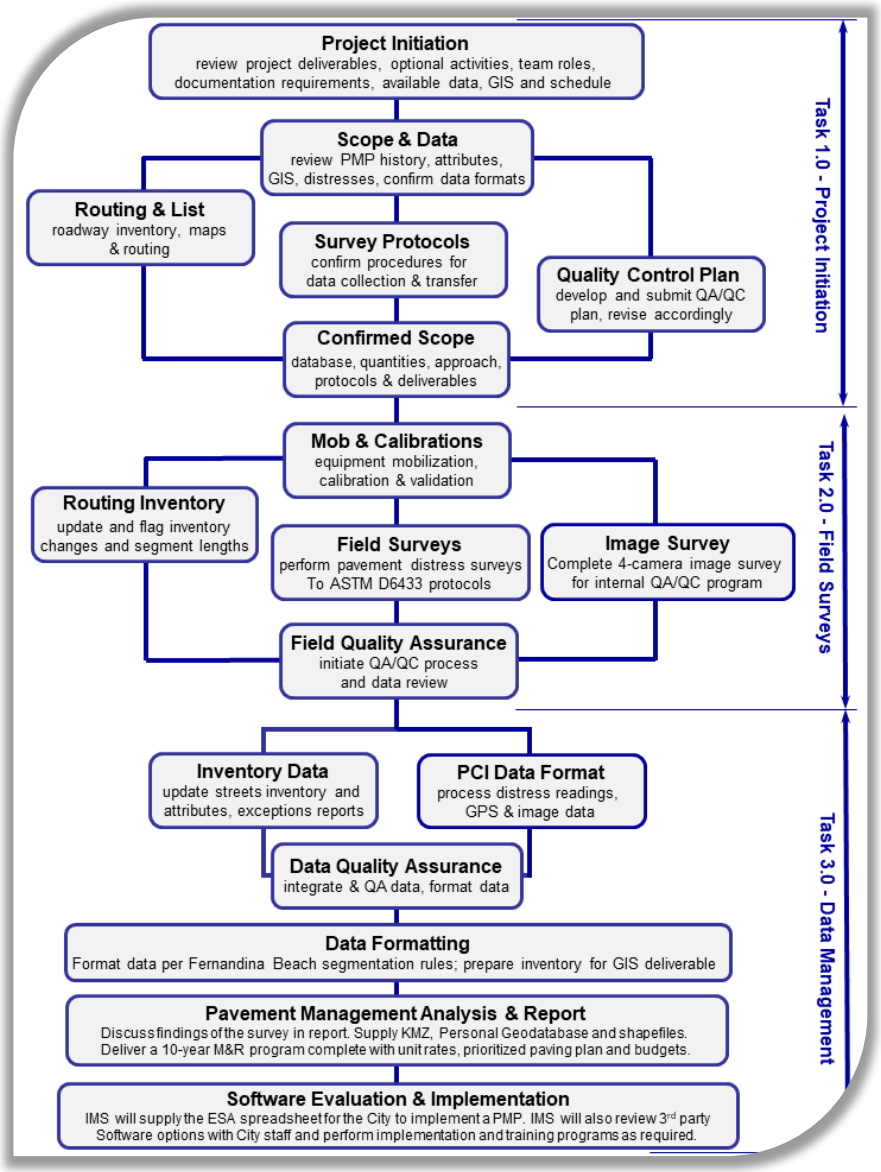
What is included in an IMS analysis & report?

- *Street ownership and inventory/attribute report.*
- *Present condition ranking* – detailed and summary condition data including; Good/Fair/Poor, Load Associated Distresses (LAD), Non-LAD, and Project reviews of each street in the network, as well as the network as a whole.
- *Fix all budget analysis* – this identifies the upper limit of spending by rehabilitating all streets assuming unlimited funding.
- *Do nothing analysis* – this identifies the effects of not performing street rehabilitation projects.
- *Steady state rehabilitation life cycle analysis* – this identifies the minimum amount of rehabilitation that must be completed in order to maintain the existing level of service over 3, 5, or 10 years.
- *PCI & funding levels* – what funding will be necessary to maintain a PCI of 75, 80, & 85.
- *Plus or minus 50% and other additional runs* – additional budget runs are completed at rates of +50% and -50% of the suggested steady state analysis. Up to 10 budget scenarios will be run.
- *Integration of capital projects and Master Plans* – ongoing and proposed projects that affect street rehabilitation planning will be incorporated into the analysis.
- *Draft 10-year rehabilitation and prioritized paving plans* – based on need, available budget and level of service constraints; a minimum of three budget runs will be completed.
- *Final prioritized paving plan* – incorporating feedback from stakeholder departments and utilities, complete with budget and level of service constraints.

2.6 IMS WORK PLAN

Over the course of implementing and collecting roadway and asset data for well over 700 transportation and municipal agencies, IMS has developed a logical sequence of activities to effectively obtain the greatest efficiency for each project. IMS will use a series of **Task Activities** to define a work plan and then assign appropriate resources to fulfill the contractual requirements, schedule, and budget. The tasks are used to monitor performance and productivity, and link them directly to a contract unit of measure.

For this assignment, we have developed three tasks, each with numerous activities and deliverables within them. The three tasks are:



Project Initiation – this task will set the tone for the overall assignment, as well as document the scope, deliverables and formats.

Field Surveys – this task is the heart of the project and encompasses all activities relating to the Laser RST surveys. Starting with the equipment calibration, the field surveys have been designed to collect the most data in the most efficient manner possible. Field surveys will also be used to undertake quality assurance activities that relate to network coverage, and image quality validation.

Data Management – this is the task that takes the raw information collected in the field, and processes it into a series of deliverables. This task will also complete the quality assurance and quality control, data processing, formatting, the development of the interactive ESA spreadsheet, and completion of the pavement analysis and report. IMS will also implement the selected 3rd party software if selected.

Task 1 - Project Initiation

This task will be used to set the working environment for the project and finalize the project scope and schedule. The task will also be used to allow City of Fernandina Beach team members to become more familiar with the IMS approach, data collection, QA process, and proposed analysis routines.

IMS will schedule a meeting with City staff to discuss the following task activities:

- Introduction of the project team, roles, and relationships. Confirm goals and objectives.
- Review project documentation including insurance requirements, permits, safety, Project Information Form, and any other client documentation.
- Conduct an introductory information seminar with key project participants.
- Review existing pavement data, level of implementation, current configuration, and user skill set.
- Evaluate ESA spreadsheet and software alternatives and compare them against City needs.
- Review quality assurance plan with City staff.
- Identify and confirm existing GIS database quality (as available).
- Confirm preferred delivery methodology for Fernandina Beach and final format.
- Confirm streets to be surveyed, as well as referencing, length and directional issues.
- Work with City staff so they are comfortable with the overall project and data collection.

Deliverables: ***Kick-off meeting & scope confirmation. Software needs assessment and selection. Roads list and street inventory maps.***

Task 2 - Field Surveys

The object of this task is to complete a field data collection program for acquiring representative pavement condition, inventory and attribute data, imagery, and initiate the QA/QC process.

Street Attributes

- Route name, from – to description, test section length, direction & survey lane.
- Update the road inventory – include attributes such as pavement type, width, & length.
- Surface type (and any changes within a section) and date.
- Length – collect and confirm length via distance measurements and GPS coordinates.
- GPS Survey – collect and distribute GPS data (used for data processing and QA/QC).

Street Distresses

- All distresses are rated as per ASTM D6433 protocols.
- Cracking – identify alligator, map, longitudinal, transverse, and edge cracking; divided/shattered slab, corner break, and joint spalling. Quantify them by extent & severity through the LCA.
- Rutting – continuously measure the depth of wheel path rutting.
- Roughness Survey – collect and calculate International Roughness Index at defined intervals.
- Pavement distresses – distresses such as raveling, patching & potholes, bleeding, faulting, polished aggregate, scaling, and distortions. Each will be quantified by severity and extent.
- Optional – Cross slope, radius of curvature and grade are measured with a patented road geometric instrumentation system (US 5,440,923) that is integrated with the RST system.

Deliverables: ***Completion of network-level pavement data collection effort.***

Task 3 - Data Management

The main components to this task are assembly, processing, and verification of the network segmentation and pavement condition data for the development of the final analysis and report.

Quality Control, Data Processing, and Delivery – the following data management functions will be completed:

- Completion of the project QA/QC program.
- Update the streets inventory to add new roads. Ensure the link between all roads and GIS (as applicable) is correct. Provide an exceptions report of roads that do not link up.
- Take the electronic, digital and inventory data outputs from the RST and make them ready for processing (remove skips, repeats, invalid data etc. – we do not delete any data in the field).
- Process the detailed and aggregated data to develop the condition scores on a section-by-section basis following the existing and updated road network definition.
- Make the data ready for delivery and uploading; complete the uploading and systems tests.
- Finalize PCI report and supply electronic files in Excel, PDF, KMZ, and SHP file format.

Pavement Analysis, Reporting & 10-year Plan

After calculating the segment level PCI score's, begin a comprehensive analysis that will also incorporate street roughness (IRI) as well as the streets strength (SI). Develop logical projects by aggregating multiple like-segments throughout the network and perform an optimized prioritization that assesses the cost of deferral for each identified project. The end deliverable is a prioritized 10-year plan that identifies appropriate street rehabilitation candidates.

- Develop pavement analysis operating parameters and performance curves.
- Develop homogenous projects by aggregating multiple blocks of similar condition.
- Develop prioritization, critical set points, and begin running analysis routines.
- Run multiple budget scenarios and deliver results of analysis to City staff.
- Optimize the 10-year plan through "cost of deferral" analysis routines.
- After selecting a target annual budget, develop the 10-year maintenance and rehabilitation plan.
- Summarize the analysis in a draft report for City review.
- Make modifications to draft reports based on client review.
- Finalize report and supply electronic files in PDF, KMZ, and shape file format.
- Deliver a presentation at a Council meeting or work session covering the results of the report.

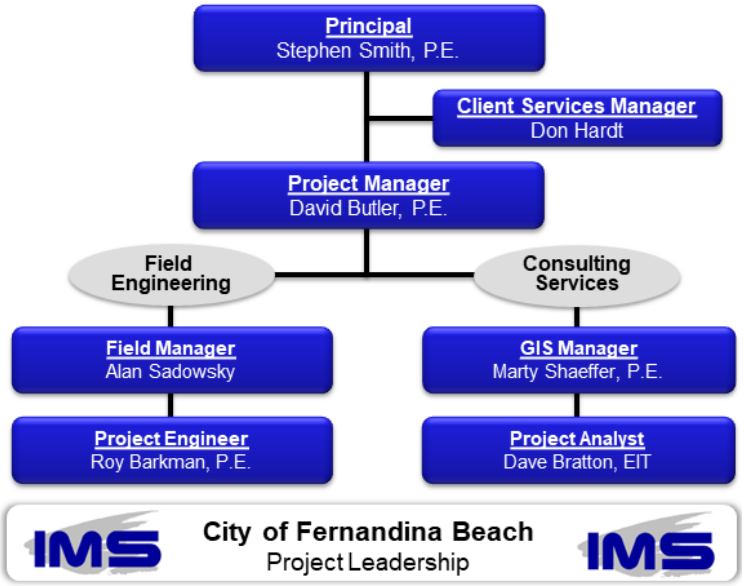
Software Implementation, Training Program & Ongoing Support

IMS will implement the ESA software or selected software module, and configure the operating intelligence. IMS will perform a single session (on-site and or webinar) of software training. Support includes technical support to monitor, update, and implement changes for the duration of the contract.

Deliverables – Quantified surface distresses, rut, and roughness data delivered to City as spreadsheets, geodatabases, shape files, and KML.
Implementation of the IMS ESA software or 3rd Party software; Training program.
Draft & final pavement analysis and the 10-year plan
Council Presentation

3.0 ORGANIZATION & STAFF QUALIFICATIONS

The IMS team is built around a core group of key project members that stay with the project from inception through to delivery of the final results. It is where project ownership is assigned and decisions are assessed, implemented, and follow-up is completed. The core team, led by Stephen Smith, P.E. Principal, also includes David Butler, P.E. as the Quality Assurance Manager, and Don Hardt as the Client Services Manager.



The team has been structured into two streams that follow the logical work activities and flow of the project. Each work stream is headed by a specialist in their respective field of practice. For this assignment, activities relating to the acquisition and quality of field data are undertaken and managed by David Butler. David was selected for this role due to his 250,000 miles and over 30 years of technical data management experience. Alan Sadowsky, IMS Principal, will coordinate the RST field program and implement the initial data processing preparations. Marty Shaeffer will manage the GIS linkage and optional activities such as asset inventories and image deliverables. Roy Barkman and David Bratton will manage the post-processing routines, pavement condition data formatting and verification programs.

We purposefully separated the field surveys from the data management and consulting functions in order to ensure the continual flow of data from the field, through post processing, and then on to the client. We believe that the person who collects the data cannot be the same one who validates the data. The client services manager is responsible for ensuring the project remains on schedule and on budget, while being the point of contact for the City.

The entire team will operate under the direction of Stephen Smith, IMS Principal. Stephen was selected to lead this team for a few mission critical reasons:

- As a Principal of IMS, he will be able to bring on additional resources as necessary and react to on-going project challenges in a timely fashion. In this role, Stephen's main goal will be to ensure the City of Fernandina Beach receives the data they contracted IMS to provide, and in exchange, IMS can receive a strong client reference.
- Stephen has over 30 years of engineering and project management experience with the past 18 years focusing on pavement and right-of-way data collection assignments. His experience in roadway design and construction, municipal engineering and pavement analysis puts him in a strong position to develop real world solutions and budgets.

Team Resumes

The project roles, qualifications, and responsibilities of the key team members are highlighted and summarized below.

Team Member	Project Role & Experience
Stephen Smith, P.E. Project Principal Summary: 19 Years with IMS Automated Data: Yes Pavement Management: Yes ROW Assets: Yes Software Implementation: Yes P.E. in 3 States	Responsible for ensuring technical resources are available for the data collection and processing, and then directly involved with the pavement analysis and reporting. Stephen will be integral throughout the analysis and reporting phase. Stephen will also ensure that the project remains on time and that the final report is reviewed with City staff. • *B.S. in Civil Engineering, over 30 years engineering experience.* • *P.E. in Arizona, Delaware and P.Eng. in Alberta and Saskatchewan.* • *17 years specializing in pavement and right of way asset management for cities and counties.* • *In excess of 100 pavement and right of way asset management and implementation projects in the last 5 years. Most involve development of inventories, GIS integration, analysis and reporting, and asset management systems.* • *In excess of 300,000 miles of data collection and QA/QC using automated, manual and sampling technologies.* **Recent projects include:** Tallahassee, Edgewater, New Smyrna Beach, Volusia County, Port Orange & Key West, FL; Marietta, Canton, Dunwoody, Sandy Springs, Atlanta, Brookhaven, Buckhead, Chamblee and Fulton County, GA; Apex, NC.
David Butler, P.E. Sr. Engineer Quality Assurance Manager Summary: 34 Years with IMS Automated Data: Yes Pavement Management: Yes ROW Assets: Yes Software Implementation: Yes P.E. in 7 States	David is responsible for ensuring the prepared inventory and processed pavement condition data meets IMS's rigorous QA standards. He works closely with the Project Engineer to ensure the data meets the deliverable requirements. Should the City select to perform sub-grade data collection, he will implement the QA/QC process for the surveys. • *B.S. in Civil Engineering, over 30 years engineering experience.* • *Over 25 years specializing in pavement and right of way asset condition surveys, software implementation, analysis, and training.* • *Data collection, inspection and QA/QC of well over 200,000 miles of roadways in all regions of the country.* • *Participation in ASTM sub-committee E1741, TRB sub-committee AFD20 on pavement monitoring, valuation.* **Recent projects include**: Sanford, North Port, Key West, Monroe County, Miami Beach, New Smyrna Beach, Volusia County, Tallahassee, & Port Orange, FL; Salisbury & Cambridge, MD; Chesapeake, VA; Apex, NC; Evanston, St. Charles, Winnetka, Waukegan & Plainfield, IL.

Marty Shaeffer, P.E.

GIS & ROW Manager

Summary:

14 Years with IMS

3rd Party Software: Yes

GIS: Yes

Pavement Management: Yes

Marty is a professional engineer who has spent the last 17 years dedicated to GIS technology. He is responsible for ensuring accurate linkage of the IMS data to Fernandina Beach's or the County's existing GIS and works closely with the Project Engineer. Marty also facilitates the processing of RST imagery for internal QA/QC procedures and optional delivery.

- *B.S. in Civil Engineering, 27 years engineering experience.*
- *15+ years specializing in GIS mapping.*
- *P.E. in California, New Mexico, & Arizona.*
- *Registered AutoCAD Developer and member of the American Society of Civil Engineers.*

Recent projects include: Sanford, North Port, Key West, Monroe County, Miami Beach, New Smyrna Beach, Volusia County, Tallahassee, FL.

Roy Barkman, P.E.

Project Engineer

Summary:

7 Years with IMS

3rd Party Software: Yes

Automated Data: Yes

Pavement Management: Yes

Roy will be responsible for ensuring the facilitation of data throughout the entire project. His responsibilities begin with ensuring accurate network referencing and end with the processing of raw field data into meaningful results.

- *B.S. in Civil Engineering*
- *7+ years of municipal and private firm experience focused on asset management, roadway design, and land development*
- *P.E. in Arizona*

Recent projects include: New Smyrna Beach & Edgewater, FL; Denton, Pearland, & Euless, TX; Lancaster, Oceanside, Fontana, & Long Beach, CA;

Dave Bratton, EIT

Project Analyst

Summary:

7 Years with IMS

Automated Data: Yes

Pavement Management: Yes

ROW Assets: Yes

Dave will be involved with the initial review of the field data and the post-processing of the data. Dave will prep the data for loading to the IMS ESA spreadsheet and calibrate the analysis with the unit rates and M&R toolbox.

- *B.S. in Civil Engineering, Bradley University*
- *Certified for PAVER implementation and data interpretation.*
- *Registered E.I.T. in Illinois*

Recent projects include: Salisbury, MD; Chesapeake, VA; Lake County, Evanston, Forsyth, Arlington Heights, Plainfield & Lockport, IL; Volusia County, North Port, Port Orange, Sanford, Edgewater, Key West & Monroe County, FL.

Don Hardt

Client Services Manager

46 Years with IMS

Automated Data: Yes

Pavement Management: Yes

ROW Assets: Yes

Don will be responsible for ensuring the quality of data collection and processing activities and that the deliverables address CMAP's and individual agency needs. Nothing will be provided to CMAP without Don's review and approval. He will also be the primary point of contact for the CMAP to enable a request action from IMS without disrupting the flow if the project.

- *B.S. in Management, Bradley University*
- *Extensive experience in all phases of pavement management.*
- *Knowledgeable in many ways to assist municipalities with presentations to officials and special interest groups.*

Recent projects include: Sanford, North Port, Key West, Monroe County, Miami Beach, New Smyrna Beach, & Volusia County, FL; St. Charles, Aurora, Lake Forest, Highland Park, Lincolnshire, Libertyville & Arlington Heights, IL.

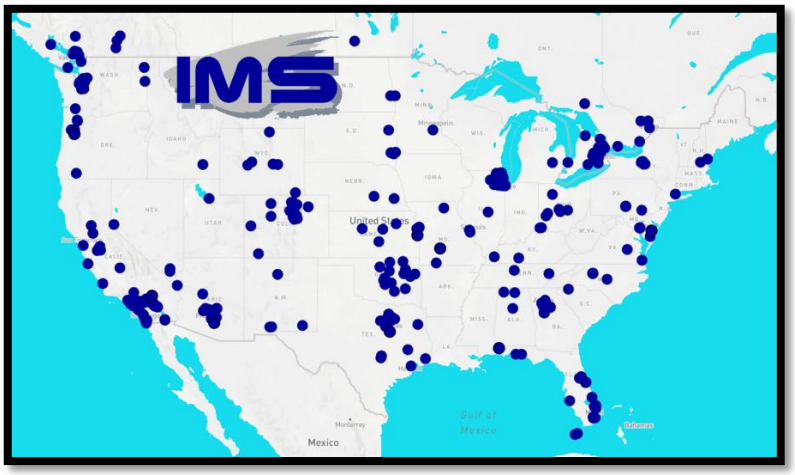
4.0 PROJECT PROFILES & REFERENCES

4.1 PROJECTS OF A SIMILAR SCOPE

IMS is a professional engineering firm dedicated to asset management across all regions. Our 30+ years of experience has taken us from Key West, Florida to Vancouver, British Columbia and virtually everywhere in between. This experience will benefit the City of St. Petersburg, as we have developed pavement management programs for a diverse group of agencies, utilizing multiple software platforms. IMS has performed comprehensive pavement management program projects for over 25 municipalities in Florida including recent implementations in Tallahassee, Port Orange, Volusia County, Edgewater, and New Smyrna Beach along with our other long-term clients such as Sanford and North Port.

IMS completed pavement management software consulting services and utilized the Laser RST to perform a network-wide pavement performance evaluation for each client. For many of these clients, and others around the country, a software evaluation was performed that included the presentation of various software applications. IMS worked directly with the client to assess the needs of their pavement management program. IMS then evaluated the software options based on the proper level of investment and functionality determined by the needs and overall goals that the client had. The IMS team delivered demonstrations of 2 to 3 applications for the client's consideration.

Many IMS client's select to implement a pavement management application that is being utilized by many agencies around the local area or region. Many municipalities in California utilize PAVER or StreetSaver due to local MPO funding requirements. In Illinois, many municipalities utilize IMS PavePRO because of a strong network of engineering professionals. For our Florida clients, Lucity has become a leading pavement management module due to the ease of use, a clean graphical user interface, it's strength with other PW assets (water, sewer, etc.), and the robust pavement analysis and reporting tools.



IMS software implementation assignments are comprehensive. Depending on the nature of the agreement with the client and the software selected, IMS can perform all required services including the needs assessment, data migration and conversion, training and documentation, as well as the configuration of the software analysis and reporting features. We have teamed up directly with multiple software providers; such as Infor, Lucity, Deighton, Azteca, Cartegraph, and MTC for implementation projects.

Our philosophy is based on the provision of a quality pavement management program offering the City the requisite tools for the maintenance of a street network. As illustrated in the above map, IMS has developed many pavement management programs throughout Florida and the Southeast region.

4.2 REFERENCES

The following clients and projects are provided as references for IMS as a testament to our ability to provide software consulting services and quality pavement condition data. IMS pavement management projects vary greatly in size and shape depending on each agency's unique needs and requests.

City of Port St. Lucie, FL

Contact: Heath Stocton, P.E., Transportation Engineer
Address: 121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Phone: (772) 344-4239 **Email:** hstocton@cityofpsl.com

Pavement Data Collection Project and Lucity Software Implementation

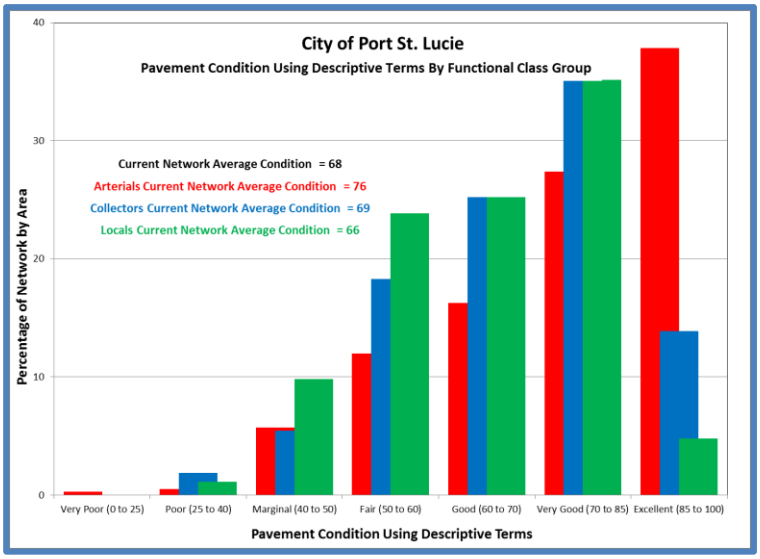
Tradition Parkway
Candidate for Routine Maintenance

The City of Port St. Lucie is responsible for the maintenance and capital needs of approximately 890 miles of public streets. As part of the City's proactive approach to corporate governance, IMS was awarded the project through a competitive solicitation to develop a robust pavement management program. For the 2015 project, IMS implemented the Lucity asset management software. Our engineering team developed the software's operating parameters for analysis, conducted field surveys, and developed a comprehensive 5-year pavement management plan. For this assignment collector and arterial streets received two pass testing, once in each direction of travel. Local, residential streets received a single direction pass.

While the City selected IMS in 2015 to implement a robust pavement management system, it certainly didn't happen overnight. IMS worked directly with the City of Port St. Lucie in an effort to evaluate the available pavement management applications and compare them against the City's long term needs. The result was the implementation of a robust enterprise application called Lucity.

The field surveys were conducted using the ASTM D6433 pavement distress protocols. IMS was able to maximize the use of the City's Lucity software through the use of pavement strength data that was utilized as a priority rating factor through the sum of load associated distresses (LAD). By using the sum of LAD, the IMS team was able to assign weak, moderate, or strong designations to each segment of road. If a road was displaying a low Load Factor, a thinner rehabilitation may be selected, thus saving resources that could be used on a street displaying a high Load Factor. Our team then optimized the City's Lucity software though the integration of "Cost of Deferment" in the software's selection of critical street candidates (roads close to dropping into a more expensive treatment category).

IMS surveyed 100% of the City of Port St. Lucie street network in an effort identify each street's Pavement Condition Index (PCI) and prioritize a 5-year Capital Improvement Program. While the City's overall pavement condition index as of 2015 was a 68 (slightly above average) with the major streets in very good shape while the locals have a greater backlog. The PCI distribution was reflective of relatively aged residential pavement surfaces and of a network that has had effective major road construction over time. As seen in the adjacent 2015 Port St. Lucie pavement distribution graph, the street network displays three atypical pavement condition characteristics when compared to other agencies of similar size.

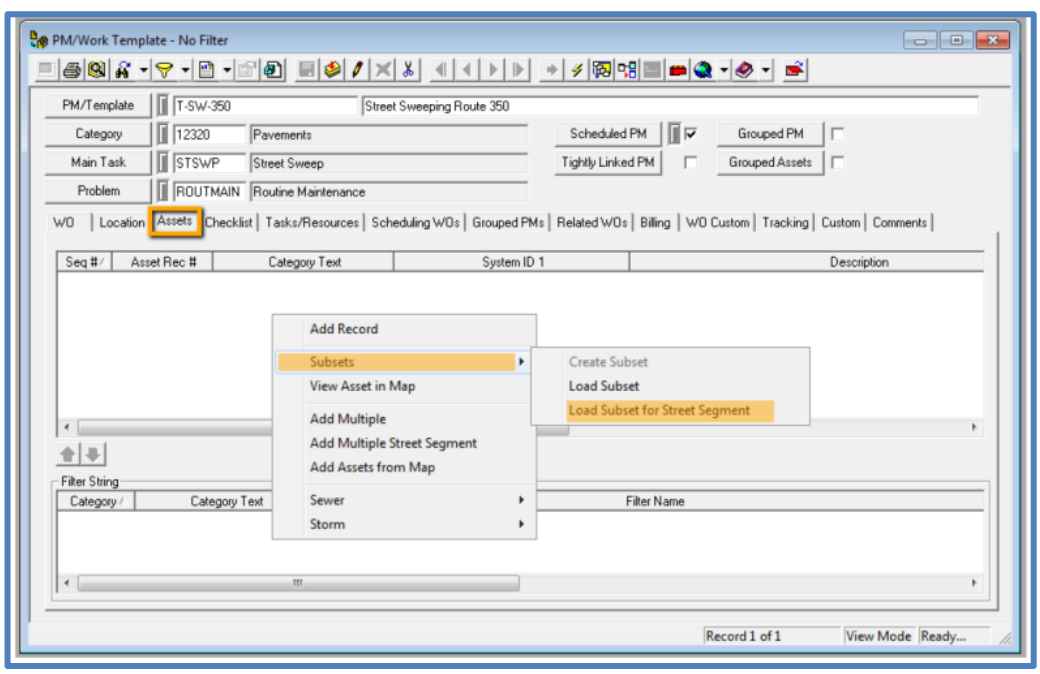


The three variances of the distribution profile are:

1. Complementing the PCI score, the shape of the PCI distribution is skewed to the right. Typically we see a more uniform bell shape curve – with a peak centered in the 60 to 65 range.
2. The City has more streets than expected in the 75 plus range – this is a positive effect on the network and rehabilitation costs.
3. Conversely there are a very low number of streets in the 50 and below range (backlog).

Software Solution: Lucity Assets module, Software Needs Evaluation

Schedule: January 2015 to July 2015 & Planned for ROW Asset Inventory in 2018



City of North Port, FL

Contact: John Mills, Inspector / Engineer
Address: 1100 N. Chamberlain Boulevard
North Port, FL 34286
Phone: Mr. Mills: (941) 240-8066 **Email:** jmills@cityofnorthport.com

Multiple Pavement Data Collection Projects and PavePRO Software Consulting Services

IMS has been the dedicated pavement management provider for North Port for over 10 years. During this time, our team has worked with City assigned project managers and personnel to collect and report objective and repeatable pavement performance data. Our dedication to technically correct data that meets the needs of the City of North Port staff has resulted in a long-term partnership between the City, multiple Project Managers, and the IMS team.

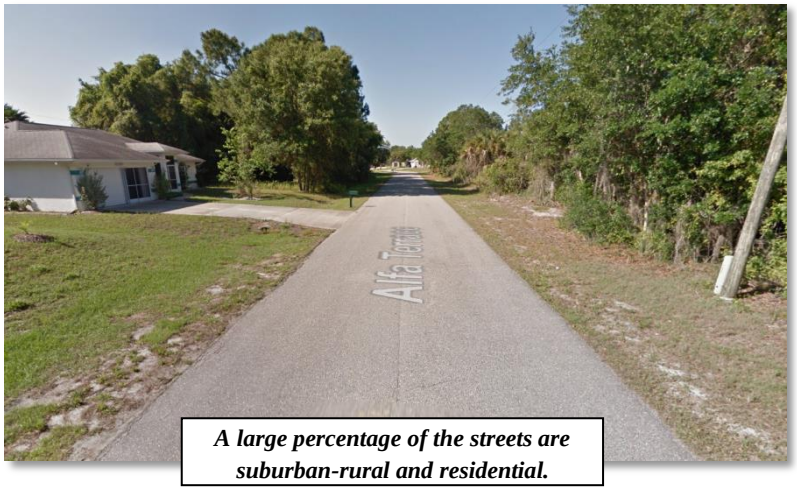
While IMS has collected objective pavement performance data in North Port for over a decade and a half, our team of professionals has also implemented the PavePRO Manager software for the management of their street network. No one understands the unique nuances of PavePRO better than IMS and our team is the only firm that can officially collect data for the software application.

As with all long-standing IMS clients, we strive to maintain the continuity of the network referencing, section numbering schema, data collection protocols, and data processing tools. IMS displayed swiftness in our development of the PavePRO database formats.

North Port is responsible for the maintenance and capital needs of approximately 833 miles of streets. As part of the City's proactive approach to maintaining their street network, IMS has provided quality data for loading into their pavement management module in a timely manner. IMS utilized the same distress identification protocols from previous assignments, an enhanced version of ASTM D64633, which is also supplemented with deflection data for subgrade analysis with a Dynaflect. IMS has successfully collected the data in 100-foot intervals for reporting purposes.

While IMS has been the City's dedicated pavement data collection firm for 10+ years, we have also been integral in the implementation of a unique network condition update program. Due to the City's large distribution of residential, low AADT streets, IMS performs pavement distress surveys on select portions of the network. Various testing programs with the Laser RST, deflection testing on major streets, special evaluations in rural underdeveloped areas, digital images, GIS linkage and special reports have been performed for the City.

In 2005, 2012 and again in 2013 the IMS Laser RST was utilized to collect pavement surface condition on select streets in North Port. The data was then processed and formatted for loading into the City's PavePRO software. IMS is very familiar with the City's current section numbering, section referencing, and required data collection protocols. IMS pavement data collection projects are all inclusive of surface distress data collection, GPS surveys, roughness data collection, and the development of section level data. IMS collected HD video as a part of the internal QA/QC program and for delivery to the City. IMS captured the images at 25-foot intervals as defined by the City. IMS digital cameras collected the imagery at a resolution of 1920 x 1080p. All images were linked to GIS and delivered to the City in the form of a personal geodatabase



A large percentage of the streets are suburban-rural and residential.

As the developer of PavePRO, IMS maintained the continuity of approach by delivering an appropriate PavePRO database format. The software operates in FoxPro and IMS retains the necessary tools to efficiently process compatible data.

The strength of the Laser RST platform lies in its ability to collect a wide range of asphalt and concrete distress data. Specifically for North Port, the data collection protocols must conform and maintain consistency for such a large network.

Software Solution: PavePRO Manager (Lucity is their enterprise solution – option for future for PMP)

Schedule: 2005, 2012, 2013 & 2017

Street Number	Starting Block Number	Street Name	From	To	Length (FT)	Width (FT)	Class	Surface Type	Curb	ADT (Single Directional)	Single Axle Trucks	Multi-Axle Trucks	
0003	001	11TH ST	HIGHLAND AV	START BRIDGE	3,186	34.4	COL	AC	Y	5,000	1000	250	5
0004	001	11TH ST	START BRIDGE	END BRIDGE	230	37.4	COL	AC	Y	5,000	1000	250	5
0004	002	11TH ST	END BRIDGE	SC@177E VAL VISTA ST	974	36.1	COL	AC	Y	5,000	1000	250	5
0004	005	11TH ST	SC@177E VAL VISTA ST	MAIN ST	187	37.5	COL	PC	Y	5,000	1000	250	5
0032	001	5TH ST	I90	LINCOLN DR	2,297	53.6	COL	AC	Y	7,000	1400	350	5
0033	001	5TH ST	LINCOLN DR	RR@250W CROOK	1,994	43.9	COL	AC	Y	7,000	1400	350	5
0035	001	5TH ST	RR@250W CROOK	BROADWAY ST	184	46.3	COL	AC	Y	9,000	1800	450	5
0036	001	5TH ST	BROADWAY ST	SC@157W GOULD ST	439	43.4	COL	AC	Y	10,000	2000	500	5
0037	001	5TH ST	SC@157W GOULD ST	SC@190W MAIN ST	361	43.6	COL	PC	Y	10,000	2000	500	5
0037	003	5TH ST	SC@190W MAIN ST	START BRIDGE	742	44.3	COL	AC	Y	11,000	2200	550	5
0037	006	5TH ST	START BRIDGE	END BRIDGE	216	43.1	COL	AC	Y	11,000	2200	550	5
0037	007	5TH ST	END BRIDGE	HIGHLAND AV	3,411	47.2	COL	AC	Y	10,000	2000	500	5
0037	016	5TH ST	HIGHLAND AV	MYDLAND RD	4,066	58.0	COL	AC	Y	8,000	1600	400	5
0045	001	8TH ST	MAIN ST	SPAULDING ST	709	34.3	COL	AC	Y	2,000	400	100	5
0045	003	8TH ST	SPAULDING ST	MARION ST	495	33.2	COL	PC	Y	2,000	400	100	5
0045	004	8TH ST	MARION ST	START BRIDGE	66	33.0	COL	PC	Y	3,000	600	150	5
0045	005	8TH ST	START BRIDGE	END BRIDGE	102	41.0	COL	PC	Y	3,000	600	150	5
0045	006	8TH ST	END BRIDGE	OMARR AV	1,076	36.6	COL	AC	Y	3,000	600	150	5
0045	010	8TH ST	OMARR AV	BOWMAN AV	560	31.1	COL	AC	Y	2,000	400	100	5
0065	001	BIG HORN AV	COLLEGE AV	NEBRASKA ST	1,148	40.5	COL	AC	Y	7,000	1400	350	5
0065	004	BIG HORN AV	NEBRASKA ST	SC@190S ARAPAHOE ST	3,931	39.9	COL	AC	Y	7,000	1400	350	5
0065	015	BIG HORN AV	SC@190S ARAPAHOE ST	BRUNDAGE LN	1,526	43.7	COL	PC	Y	7,000	1400	350	5
0070	001	BROADWAY ST	GRINNELL AV	DOW ST	1,128	39.2	COL	PC	Y	6,000	1200	300	5
0070	004	BROADWAY ST	DOW ST	1ST ST	79	87.6	COL	PC	Y	6,000	1200	300	5
0070	005	BROADWAY ST	1ST ST	5TH ST	1,465	40.0	COL	PC	Y	6,000	1200	300	5
74	005	BROOKS ST	BURKITT ST	DOW ST	2,611	39.8	COL	PC	Y	11,000	2200	550	5
	001	BRUNDAGE LN	HWY ENTRY/RAMP	START BRIDGE	3,445	56.1	COL	AC	Y	11,000	2200	550	5
	009	BRUNDAGE LN	START BRIDGE	END BRIDGE	194	50.8	COL	AC	Y	11,000	2200	550	5
	010	BRUNDAGE LN	END BRIDGE	COLONIAL DR	1,362	49.5	COL	AC	Y	7,000	1400	350	5

City of Sanford, FL

Contact: Jeff Davis, Sr. Inspector **Phone:** (321) 377-9116

Email: jeff.davis@sanfordfl.gov

IMS has built a strong relationship with the City of Sanford over the years by completing multiple pavement condition assessments and right of way asset surveys. The 2016 project included a pavement condition update to two of the City's zones which included 82 miles. The data was processed and loaded to PavePRO along with digital images. IMS also completed software training for the City staff and performed a deflection tests with a Dynaflect on all roadways.

City of Canton, GA

Contact: Scott Hooper, Public Works Director **Phone:** (770) 704-2503

Email: scott.hooper@cantonga.gov

In 2016, IMS was awarded a pavement and asset management system implementation project with the City of Canton. IMS provided citywide pavement distress surveys, GPS and video inventories on approximately 150 survey miles. IMS delivered rehabilitation analysis, GIS integration, data load, and report development including 5-year forecast, budgets, M&R strategies for City use. All data was loaded to the ESA spreadsheet customized for the City. Other activities included six ROW asset inventory databases and the implementation of IMSvue data viewing tool.

City of Sandy Springs, GA

Contact: Donald Kahn, CIP Field Services Superintendent **Phone:** (770) 206-2017

Email: dkahn@sandyspringsga.gov

In 2005, IMS implemented an integrated Lucity pavement and asset management module complete with citywide pavement performance, facilities, and ROW asset surveys for the City. IMS utilized the Laser RST for pavement data collection and collected inventory, location, attribute, and condition data on signs, sidewalks, curb and gutter, signals, ramps and storm drainage. In 2008, 2012 & 2014 the City selected IMS to complete an update of the network PCI ratings. The 2017-18 project includes a PCI update on 389 miles, pavement marking assessment, imagery, GIS integration, Lucity data load, pavement analysis, and report development including 5-year forecast, budget scenarios and rehabilitation strategies for the City.

City of Key West, FL

Contact: Doug Bradshaw, Sr. Project Manager **Phone:** (305) 809-3792

Email: dbradshaw@cityofkeywest-fl.gov

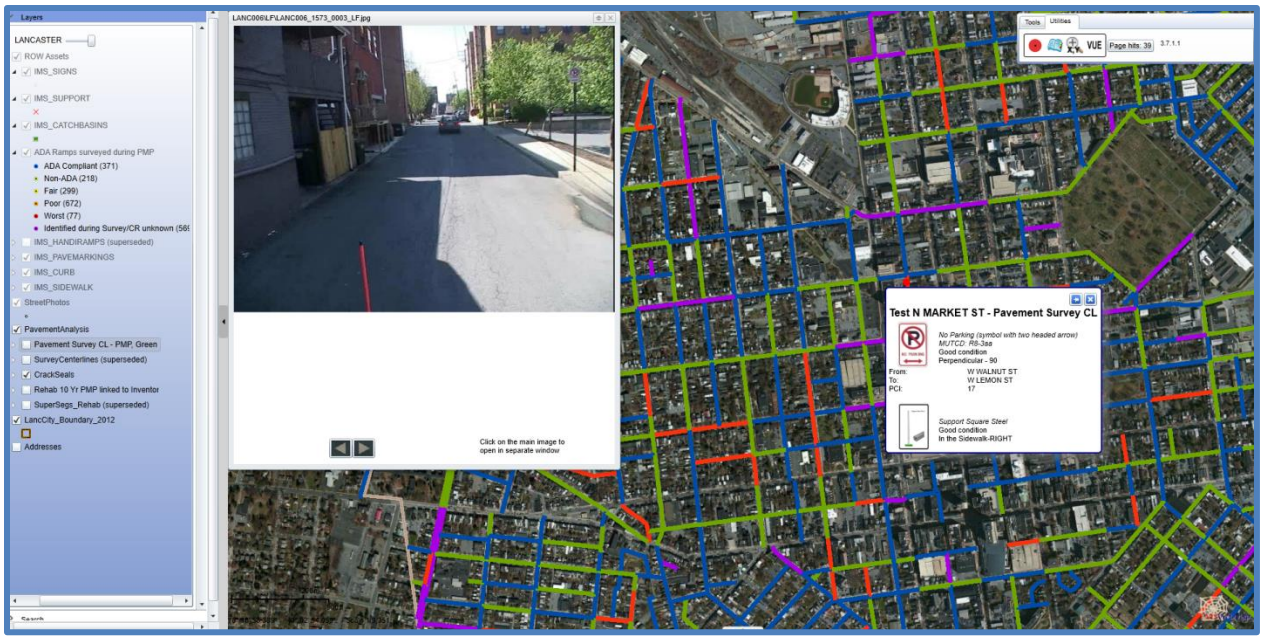
IMS teamed up with CH2M Hill in 2011 to perform a pavement condition update for the City of Key West. The project included a network-wide pavement condition survey on 100 test miles and included a pavement width & lane width survey. All data and image deliverables were linked to GIS. The final deliverable included a pavement analysis and report with on-site presentation of the results. The 2013 assignment was focused on right-of-way asset data collection for the City.

5.0 SUPPLEMENTAL SERVICES

5.1 OPTIONAL SOFTWARE: IMSVUE – WEB BASED DATA VIEWER

IMS will perform the implementation of pavement management software for the City of Fernandina Beach, be it utilizing the IMS interactive ESA spreadsheet or alternative software. As an option to supplement the interactive ESA spreadsheet, IMS can provide a data-viewing tool. IMSvue is a web-based solution that will provide the City staff with easy access to the pavement condition data, imagery, asset inventories, and can consume information from desired applications like ESA, Cityworks, PAVER, ESRI, etc. IMS delivers all data in industry standard formats such as Excel, Access, SQL, shape files, geodatabases, and even Google Earth KMZ files.

IMSvue is a lightweight browser based data viewing application. This would allow the City easy access to all pavement condition data, pavement analysis and 5-year plans, historical data, asset inventories, and pavement imagery from a single browser based location that nearly anyone with access could use. As a recent example, the City of Pearland, Texas decided to implement the viewer as a part of the IMS scope of services because they knew enterprise asset management software would not be selected for at least 2-3 years. This option gave them easy access to the data while maintaining an industry standard format.



IMSvue is a browser-based GIS image and data-viewing tool based in Microsoft Silverlight that also leverages the ESRI Silverlight API. It is compatible with Microsoft Internet Explorer 10 and therefore will run in the Windows 10, 8, 7, Vista, and XP environment. This solution can also be hosted on an Intranet assuming the City retains a GIS and Web server.

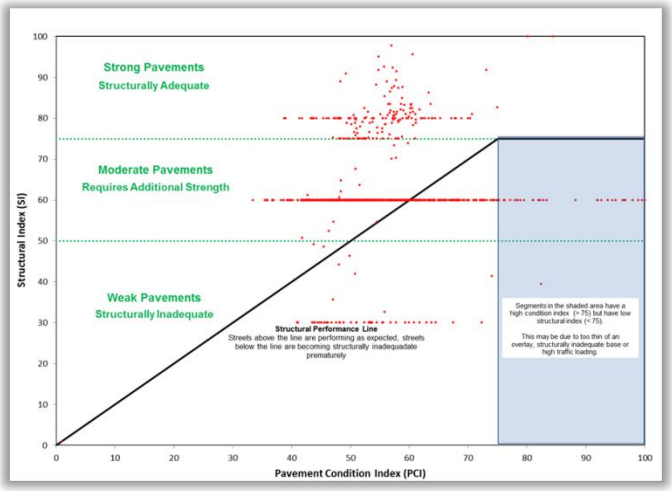
There are no license restrictions, only a one-time fee to set-up and configure for City use. If the City would like IMS to host the application then an annual maintenance fee would apply. The viewer is populated and installed to view pavement condition, right-of-way asset inventories, roadway images, the results on the IMS analysis and is easily expanded to include historical data.

5.2 OPTIONAL SUB-SURFACE DISTRESS INVESTIGATIONS

Subsurface distress investigations are a valuable tool to assess the sub-grade condition of a street. As a part of the project deliverables, IMS can integrate the Structural Index (SI) as a component of each streets final PCI score. To assess the subgrade strength of a street, a Dynaflect Device would be utilized for asphalt and concrete streets in accordance with ASTM standards.

While deflection testing can be conducted on all streets, generally IMS recommends that network-level testing be completed on the high traffic routes such as arterials and collectors and agencies in areas with higher precipitation. Deflection testing is typically completed at least once in each direction on every street segment (every 300 - 500 feet) along the outside lanes of the street. Testing shall be altered to an inside lane when it appears to be in a worse condition than the outside lane of the segment based on site observations. IMS will record the readings of a series of geophones for inclusion in the overall pavement condition rating. These readings will then be used to determine the pavement strength, load transfer capabilities, and identify properties of the base and sub-grade.

Upon completion of the deflection survey a structural analysis is performed. Dynaflect's apply a known load to the pavement and measure the pavements response to the load. The structural adequacy of a road is expressed as a 0 to 100 score with several key ranges: streets with a Structural Index greater than 75 are deemed to be structurally adequate for the loading and may be treated with lightweight surface treatments or thin overlays. Those between 50 and 75 typically reflect roads that require additional pavement thickness; and scores below 50 typically require reconstruction and increased base and pavement thickness.



The adjacent graph presents a sample structural adequacy plot of a recent client's street network against its average pavement condition. The diagonal blue line separates streets that are performing above expectations (above the line), from those that are not, (below the line). The small number of streets falling below the diagonal line indicates this particular agency, has a low percentage of streets that are structurally inadequate for their design load. This is typically the result of insufficient base and structural materials during the original construction, or the application of overlays that were too thin during the lifetime of the street.

5.3 OPTIONAL RIGHT-OF-WAY ASSET INVENTORIES

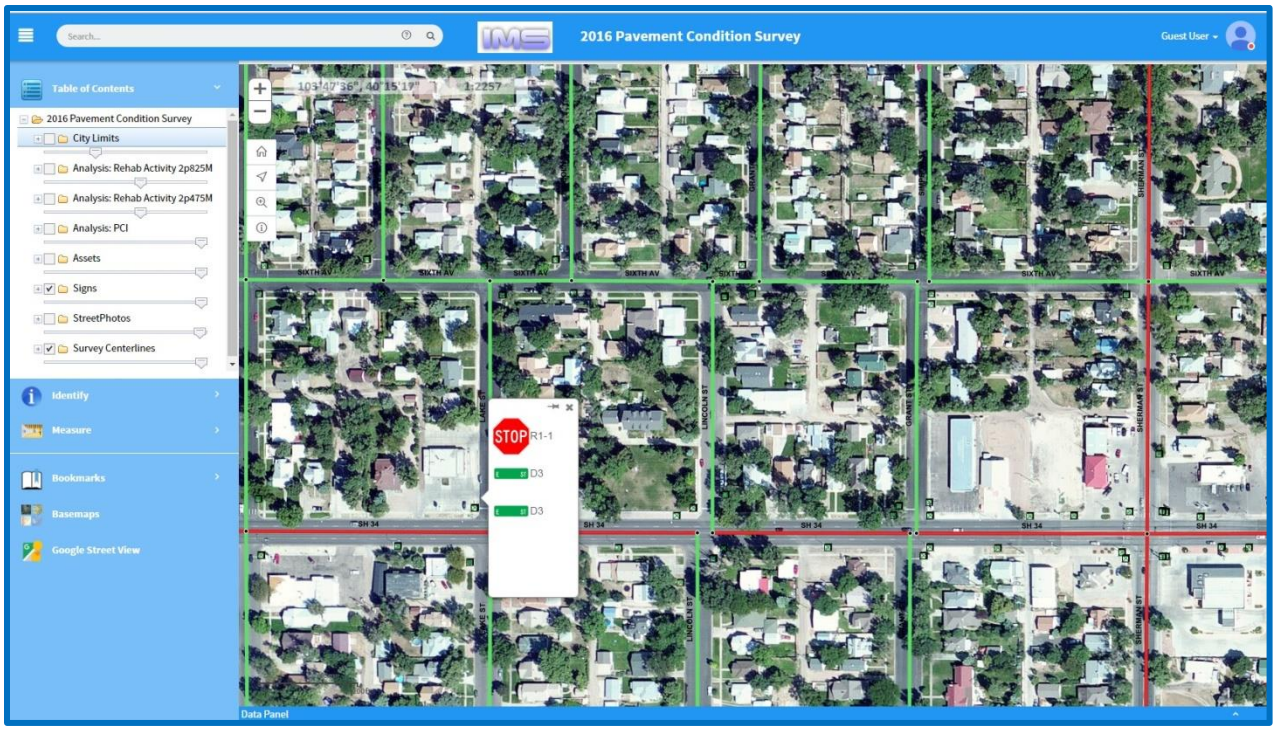
The IMS Laser RST uses high-end GPS coordinate data and digital cameras positioned so that all assets/attributes requiring data capture are visible with the front, side, and rear cameras. For Fernandina

Beach, IMS can collect information for traffic signs, sidewalks, ADA ramps, curb & gutter/ditches, pavement markings, signals, and many other ROW assets. *ROW asset inventories are supplemented with air photos and GIS to ensure positional accuracy.* The IMS technology is an open architecture system that allows virtually any type of asset to be defined for collection of location, attribute, and condition data.

Once an asset is observed, the operator toggles to the individual record input screen and proceeds to input the appropriate attribute and associated information. Wherever possible, "pick lists" are employed to streamline the data entry function and provide uniform, high quality data. IMS confirms the feature attributes to be collected with the client prior to data collection.

The images and GPS data are merged on a frame-by-frame basis. The images are then post-processed using a specialty piece of GIS and image viewing software. Using RST imagery, the existing centerline GIS, and aerial photography, IMS spatially plots each right-of-way asset in its real world location.

Prior to commencing the optional ROW asset inventories, a document called the **Master Asset List** (MAL) will be developed, using each applicable exhibit as a starting point. The MAL defines what assets or inventory items are to be logged and what attributes will be extracted. The MAL also defines the methodology for condition rating each asset. The image below depicts an IMS asset inventory of sidewalks, ADA ramps, pavement striping and markings, traffic signs, and crosswalks. The PCI data (colored lines on the maps), asset information, and 5-year rehab plan was loaded to the IMSvue software for this client.



6.0 CITY EXHIBITS

Please review the executed City Exhibits A-H following this page.

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "A"

CONTACT SHEET

Name: IMS Infrastructure Management Services, LLC

Federal Taxpayer ID: 20-0843083

Mailing Address: 1775 Winnetka Circle

City, State, & Zip Code: Rolling Meadows, IL 60008

Telephone: (847) 506-1500 **Fax:** (847) 255-2938

Email: dhardt@ims-rst.com

Submitted By: Donald Hardt

Title: Client Services Manager

FIRM Accepts Credit Cards*: (Yes) **No**

Accounting Contact:

Name: Ann Davis **Title:** AR / AP Manager

Email Address: adavis@ims-rst.com **Phone:** (480) 839-4347

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the RFQ for RFQ 2018-05 Pavement Management Consultant.

2. This sworn statement is submitted by (entity) IMS Infrastructure Management Services, LLC whose business address is 1775 Winnetka Circle, Rolling Meadows, IL 60008 and (if applicable) Federal Employer Identification Number (FEIN) is 20-0843083 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Donald Hardt and my relationship to the entity named above is Client Services Manager.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any submittal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   _X_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   ____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

   ____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

   ____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

3 - 19 - 2018
Signature Date:

STATE OF ~~FLORIDA~~ Illinois
COUNTY OF Cook

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 19 day of March, 20 18, and is personally known to me, or has provided (personally known) as identification.

Notary Public
My Commission expires: 1 - 14 - 2020

DANIEL M WHITE
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 14, 2020

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: IMS Infrastructure Management Services, LLC

CITY: Rolling Meadows STATE: IL ZIP CODE: 60008

SIGNATURE: Donald L Hardt PHONE: (847) 506-1500

NAME (TYPED OR PRINTED): Donald Hardt TITLE: Client Services Manager

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "D"

E-VERIFY STATEMENT

Submittal Number: RFQ 2018-05

Project Description: Pavement Management Consultant

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: IMS Infrastructure Management Services, LLC

Authorized Signature:

Title: Client Services Manager

Date: 3 - 19 - 2018

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "E"

SUBMITTER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Submitter, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. SUBMITTALS INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. SUBMITTER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. SUBMITTER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. SUBMITTER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: Donald Hardt Title: Client Services Manager

Signature: Donald Hardt Date: 3 - 19 - 2018

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with the submittal for RFQ 2018-05 Pavement Management Consultant.

This sworn statement is submitted by (entity) IMS Infrastructure Management Services, LLC whose business address is 1775 Winnetka Circle, Rolling Meadows, IL 60008 and (if applicable) Federal Employer Identification Number (FEIN) is 20-0843083 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Donald Hardt and my relationship to the entity named above is Client Services Manager.

1. The above named entity is submitting an RFQ for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above RFQ is being submitted and that the above named entity has no financial interest in other entities submitting for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above RFQ. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Donald L Hardt 3 - 19 - 2018
Signature Date:

STATE OF ~~FLORIDA~~ Illinois
COUNTY OF Cook
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 19 day of March, 2018, and is personally known to me, or has provided (personally known) as identification.

Daniel M White
Notary Signature

My Commission expires: 1 - 14 - 2020

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

DANIEL M WHITE
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 14, 2020

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with the RFQ for RFQ 2018-05 Pavement Management Consultant.

This sworn statement is submitted by (entity) IMS Infrastructure Management Services, LLC whose business address is 1775 Winnetka Circle, Rolling Meadows, IL 60008 and (if applicable) Federal Employer Identification Number (FEIN) is 20-0843083 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Donald Hardt and my relationship to the entity named above is Client Services Manager.

1. The above named is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
2. Such Submittal is genuine and is not a collusive or sham submittal;
3. Neither the said Submitter nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Submitter, firm or person to submit a collusive or sham Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Submitter, firm, or person to fix the price or prices in the attached submittal or any other Submitter, or to fix any overhead, profit or cost element of the submittal price or the submittal price of any other Submitter, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Submitter or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Donald L Hardt 3 - 19 - 2018
Signature Date:

STATE OF ~~FLORIDA~~ Illinois
COUNTY OF Cook
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 19 day of March, 2018 and is personally known to me, or has provided (personally known) as identification.

Dal M L My Commission expires: 1 - 14 - 2020
Notary Signature

DANIEL M WHITE
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 14, 2020

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO_X_

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_X___

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_X___

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this submittal for the City of Fernandina Beach.

IMS Infrastructure Management Services, LLC	3 - 19 - 2018
Firm	Date
	Donald Hardt, Client Services Manager
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

City of Fernandina Beach, Florida
Addendum No. 1
For Request for Qualifications
Pavement Management Consultant
RFQ 2018-05

ADDENDUM No. 2

The following changes are applicable to the original RFQ documents and specifications of RFQ 2018-05. This Addendum No.2 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a response. Failure to do so may disqualify the Submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum. **IT SHALL BE THE RESPONDENT'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

NAME: Don Hardt **TITLE:** Client Services Manager

ADDRESS: 1775 Winnetka Circle,

CITY: Rolling Meadows **STATE:** IL

AUTHORIZED SIGNATURE: Donald L Hardt **DATE:** 3/19/2018

City of Fernandina Beach, Florida
Addendum No. 1
For Request for Qualifications
Pavement Management Consultant
RFQ 2018-05

1. The Introduction in Page 1 states that the City is seeking consultants to examine, analyze and prioritize road needs for approximately 92-miles of City roads. Are these 92 centerline miles or 92 lane miles? Centerline miles

2. Are there any restrictions on the hours when the pavement condition data can be collected? No

3. When are the deliverables outlined in the RFQ due? NLT Aug 31

4. In the Scope of Work in page 4, the RFQ lists "Traffic Counts" as a desired service in data collection. Upon further consideration, traffic counts are not necessary as part of this project. The key roads for which traffic counts would likely be conducted are under the jurisdiction of Nassau County or the State of Florida (that data should be readily available).

City of Fernandina Beach, Florida
Addendum No. 1
For Request for Qualifications
Pavement Management Consultant
RFQ 2018-05

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A. Correction to language in the legal ad from "Questions regarding the RFP ....." **This should read "Questions regarding the RFQ....."**

NAME: Don Hardt **TITLE:** Client Services Manager

ADDRESS: 1775 Winnetka Circle

CITY: Rolling Meadows **STATE:** IL

AUTHORIZED SIGNATURE: Donald G Hardt **DATE:** 3/19/2018

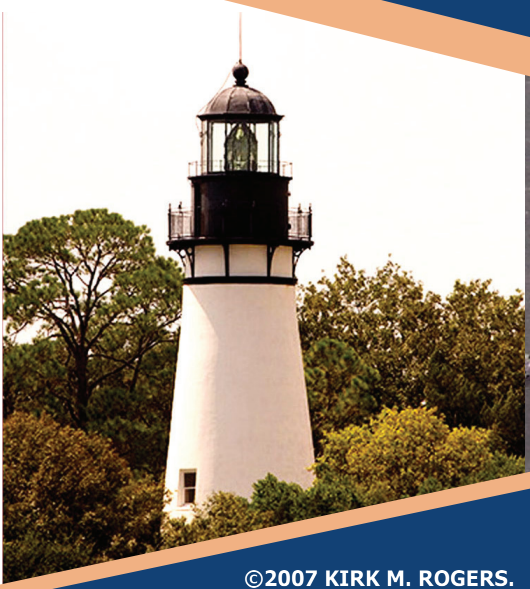

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PHOTO ABOVE USED BY PERMISSION

RFQ 2018-05

PAVEMENT MANAGEMENT CONSULTANT | 03.23.18

Scott Stevens, PE, Project Manager
201 N. Franklin St., Suite 400 | Tampa, FL 33602
Tel: 813.871.5331 | **Fax:** 813.871.5135
Email: scott.stevens@kisingercampo.com

KCA | KISINGER CAMPO & ASSOCIATES

City of Fernandina Beach, Florida
Addendum No. 1
For Request for Qualifications
Pavement Management Consultant
RFQ 2018-05

ADDENDUM No. 1

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A. **Correction to language in the legal ad from** "Questions regarding the RFP ....." **This should read "Questions regarding the RFQ....."**

NAME: Paul Foley, PE **TITLE:** President

ADDRESS: 201 North Franklin Street, Suite 400

CITY: Tampa **STATE:** Florida

AUTHORIZED SIGNATURE: Paul A Foley **DATE:** 3-22-18

City of Fernandina Beach, Florida
Addendum No. 1
For Request for Qualifications
Pavement Management Consultant
RFQ 2018-05

1. The Introduction in Page 1 states that the City is seeking consultants to examine, analyze and prioritize road needs for approximately 92-miles of City roads. Are these 92 centerline miles or 92 lane miles? Centerline miles

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4. In the Scope of Work in page 4, the RFQ lists "Traffic Counts" as a desired service in data collection. Upon further consideration, traffic counts are not necessary as part of this project. The key roads for which traffic counts would likely be conducted are under the jurisdiction of Nassau County or the State of Florida (that data should be readily available).

City of Fernandina Beach, Florida
Addendum No. 1
For Request for Qualifications
Pavement Management Consultant
RFQ 2018-05

ADDENDUM No. 2

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NAME: Paul Foley, PE **TITLE:** President

ADDRESS: 201 North Franklin Street, Suite 400

CITY: Tampa **STATE:** Florida

AUTHORIZED SIGNATURE: Paul D Foley **DATE:** 2-22-18

1. INTRODUCTION

KCA | KISINGER CAMPO & ASSOCIATES

1. INTRODUCTION

March 23, 2018

City of Fernandina Beach
Attn: City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034

Re: City of Fernandina Beach | Pavement Management Consultant | RFQ 2018-05

Kisinger Campo & Associates, Corp. (KCA) is a multidisciplinary engineering firm that has served the transportation industry for 41 years. KCA has steadily transformed from a three-person firm into a leading organization consistently listed on *Engineering News-Record's* Top 500 Engineering Firms nationwide. KCA, along with our wholly-owned Construction Engineering and Inspection (CEI) subsidiary KCCS, Inc., have more than 250 employees, including 56 Professional Engineers (PEs). Our company headquarters, located in downtown Tampa, will serve as our primary office for this important City of Fernandina Beach (City) project.

KCA TEAM QUALIFICATIONS

The KCA team has the professional training, experience, capability, commitment, and desire to provide the requested services for the City. KCA's multi-service capabilities, combined with our extensive group of experienced technical professionals and supporting staff, will facilitate the consistent delivery of timely consulting services to the City. These attributes and competencies create the strength of our project team. KCA understands the importance of organizing a project team based on the specific needs of the client. Our proposed organizational structure is designed to:

- Facilitate clean and simple lines of communication.
- Provide an integrated multidisciplinary team operating under the direction of an experienced Project Manager.
- Provide a flexible structure to respond to project demands.

Our project team includes individuals with proven expertise in providing unmatched client service in a cost-effective manner and numerous qualified engineers and specialists with experience throughout Florida.

Our proposed project team, highlighted on the following pages, has both the overall experience and specific expertise to assist the City from project inception to completion including all phases of pavement management including pavement inventory, condition assessment, budget requirement forecasting, and development of multi-year capital improvement plans. Our team is further strengthened with the inclusion of **Gorrondona & Associates, Inc.** headquartered in Fort Worth, Texas.

CONTACT INFORMATION
Kisinger Campo & Associates, Corp.
Scott Stevens, PE, Project Manager
201 N. Franklin Street, Suite 400
Tampa, FL 33602
Tel: 813.871.5331 | **Fax:** 813.871.5135
Email: scott.stevens@kisingercampo.com

KCA has implemented Pavement Management System (PMS) as a cornerstone service since 1984. Our staff has extensive experience in the development of comprehensive pavement management plans (PMPs) and application of various pavement management and database tools to assist local governments in managing their assets. This includes developing and maintaining pavement management databases using the PAVER^{tm} software, integration of PAVER data with ESRI's GIS roadway files, and inspection of data collected in accordance with ASTM D6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys (ASTM D6433). Our pavement management services have ranged from data collection through the development of complete PMPs and implementation plans, depending on our client's needs. Our expertise includes initial implementation of PMSs, pavement distress data collection, data analysis and quality assurance/quality control (QA/QC), budget and funding analysis, development of appropriate maintenance and repair (M&R) plans, development of capital improvement plans (CIPs), database integrity, data importing and exporting, custom data reports, pavement deterioration model development, and client training on all aspects of pavement management. In addition, KCA has developed innovative hardware and software systems used in the collection and analysis of pavement inspection data, including the current data collection system used by Hillsborough County on their 3,200 centerline mile road inventory.

Nearly all of KCA's pavement management projects have included evaluation of the client's current procedures and the recommendations of software to provide efficient and sustainable pavement management programs. KCA is providing or has recently provided pavement management services to other Florida cities including Plant City, Tampa, Clearwater, Largo, Leesburg, Temple Terrace,

Pompano Beach, Melbourne, Cocoa, and Bonita Springs, as well as the Town of Lady Lake. Our county government pavement management experience includes Brevard, Collier, Hernando, Hillsborough, Pinellas, Sumter, and Volusia Counties. Additional KCA clients include the Villages Community Development District (the Villages) (District 4), the Lake-Sumter MPO, and a confidential central-Florida client involved in the tourism industry. We are prequalified by FDOT and NCDOT to provide pavement management services.

Qualifications of Proposed Key Personnel

Beyond our extensive experience with comprehensive pavement management, KCA is distinguished from other consultants in that we provide in-house roadway design services, drainage and bridge rehabilitation, development of appropriate bid specifications, and CEI services. These additional resources provide our staff with an in-depth understanding of pavement management from design through construction, including M&R and preservation treatment specifications. KCA is a founding and Board member of the Florida Pavement Preservation Council (FPPC), and part of the National Center for Pavement Preservation. The involvement of KCA staff with the FPPC affords us the opportunity to be at the forefront of preventive treatments—specifically rejuvenators, micro-surface, and chip seals. The team member qualification matrix on page 4-3 highlights our project team members experience together on similar PMS/PMP projects.

Scott Stevens, PE, will serve as Project Manager (PM) and point-of-contact for this contract. Our proposed key personnel are listed on the organizational chart and key personnel table in Section 4: Additional Information.

KCA will serve as the prime consultant on this project. While our experience in providing Pavement Management services to municipalities in Florida is unparalleled, we have further strengthened our team with the addition of **Gorrondona & Associates, Inc., (G&AI)**. G&AI is a Texas-based firm providing full-service professional land surveying, GIS, mobile light detection and ranging (LiDAR), aerial photogrammetric/LiDAR, HD laser scanning, geotechnical engineering, and construction materials testing. G&AI brings leading technology and expertise in mobile data collection including performing semi-automatic pavement condition surveys to the KCA team. G&AI staff have conducted pavement management surveys on many thousands of miles of paved surfaces. Additionally, **Kurt A. Keifer, Ph.D., PE**, brings an outstanding knowledge of PAVER. Dr. Keifer has worked directly with Mohamed (Mo) Y. Shahin, Ph.D. on the development of PAVER and has taught PAVER training nationally. We feel the addition of G&AI to the KCA Team provides the City with options other proposers may not offer. KCA staff has extensive experience providing feet-on-the-ground inspection services while G&AI brings mobile 3D pavement imaging technology. Together the KCA Team will provide unparalleled service.

PROJECT UNDERSTANDING

The services requested by the City are straight forward and laid out in four basic tasks:

- **Data Collection –** Collection of data pertaining to the road network as well as the pavement conditions
- **Pavement Evaluation –** Evaluation of the existing pavement conditions, forecasting of potential future conditions and budget needs, and the development of a long-term management plan
- **Recommended Software –** Evaluate the appropriate software tool for the City to utilize as a PMS and ensure compatibility with the City's future GIS
- **Public Information –** Prepare and make presentations to City Commission

The implementation of these tasks and fitting them within the operational and budgetary constraints of the City requires a carefully thought-out approach. KCA has assembled our team with the necessary vision, experience, and expertise to provide these services to the City.

2. WORK PLAN/ APPROACH/RELATIONS

KCA | KISINGER CAMPO & ASSOCIATES

2. WORK PLAN/APPROACH/RELATIONS

Pavement management has been described by various organizations as a set of decision support tools for the entire range of activities aimed at achieving the best value possible to provide and operate the roads in a safe and economical manner. Note that the description includes the word tools—plural. Several different tools, or solutions, may be correctly applied to help the City maintain their roadway pavements in a safe and cost-effective manner. Additionally, diverse and sometimes competing factors must be considered while managing paved roads. Ultimately the approach used must match the scale at which the tool, or tools, will be used.

PROJECT UNDERSTANDING

KCA fully understands that the City's main goals for this project are:

- Establish a baseline condition assessment of the City's pavement network
- Develop a plan for the implementation of a program that will result in maintaining the road network at an acceptable level of service
- Provide recommendations for appropriate repair and maintenance strategies considering existing pavement sections, subsurface conditions, and drainage considerations
- Include the use of best practices associated with pavement management
- Project future road conditions and maintenance and construction costs based upon historic, current, and future traffic and funding
- Prioritization of projects to provide the best return on investment

The 92-mile pavement network represents one of the highest-value assets owned and maintained by the City. The KCA Team proposes the network level approach for the City, which is in agreement with the advertised scope of services. At the most basic level, the network-level approach is a comparison of one street against another: In other words, with a limited budget, where should resources be expended first and where should resources be held back? All roads in the network are simultaneously considered and the data collection efforts focus on aggregated pavement distress data over network divisions. Network-level analyses often result in very large datasets that must be carefully recorded, checked, and analyzed. Advantages to the network-level approach include the development of optimized project areas, evaluation of budget scenarios, and the ability to predict pavement conditions and budget requirements. Potential pavement treatments and likely budget requirements are conceptually developed based on available data. One important benefit is network-wide needs can be more easily brought to the attention of top management. Multiple budget scenarios with predicted pavement conditions can be presented to management and elected officials in the context of the overall needs of the City. In this approach, public works staff can predict asset (pavement) condition based on proposed resources (funding).

The project-level approach is a much more detailed evaluation of a specific section of pavement and often includes pavement testing. The project-level approach is not recommended for the development of the City's overall PMP. In a project-level approach, data collection efforts are aimed at the precise problems and solutions for a specific section of roadway. The project-level approach can be thought of as the implementation of a specific capital project in the CIP. Activities at the project level may necessitate survey and/or geotechnical evaluations including coring and Falling Weight Deflectometer (FWD) testing. Where the network-level approach may indicate a particular section of road should be reconstructed, the project-level approach will indicate, based on site-specific data including geotechnical analysis, the reconstruction should be accomplished through a specific method. The funding necessary for a particular project can be developed through a life-cycle cost analysis for the specific road section and specific problem.

The PMP is the written findings of the PMS process and typically limited to a set planning horizon such as a five-year CIP. The frequency of PMP updates should be consistent with the City's budget planning schedule and not be confused with the planning horizon. A five-year PMP may need to be revisited annually in response to actual budget allocations, as plan components may change year to year, such as planned versus actual work.

PROPOSED WORK PLAN/APPROACH

Below is an outline of the requested Scope of Work and a discussion of KCA's approach for each task.

Task 1 – Data Collection

Understanding the current practices and needs of the City is a critical first step in the development of a successful PMS. KCA envisions key City staff will attend the project kickoff meeting to discuss and establish the overall goals of the project, scope of

work for each task, and assign responsibilities for data required. The City will lead the discussion detailing current procedures for pavement maintenance, available internal resources, historical expenditure levels, and desired level of service (LOS).

In addition to road network data that might exist from the City, historic construction and maintenance data can be very helpful if it is available. Construction or maintenance history helps to define the rate of pavement deterioration specific to the City by establishing the point in time when the pavement was new (time=0, PCI=100). Pavement deterioration rates are subsequently established through field inspections to determine specific points along the deterioration curve. As additional inspection data is collected and work history added to the PMS, refinements can be made to the models improving the overall ability of the model to predict future conditions of the road network.

Network Definition and Inventory

Following an initial kick-off meeting, the initial step in developing PMP is to define the extent of the pavement included in the PMP. We anticipate using the City's streets GIS file, if available, to form the basis of the pavement database. All roads within the City will be subdivided into Networks, Branches, and Sections as follows:

Network. A pavement network is simply a logical grouping of pavements to be managed (Pavement Management for Airports, Roads, and Parking Lots by M.Y. Shahin, 2005). For the City, the logical grouping is simply defined as the maintained roads. Network inventory data includes information about the roads and generally remains static over time (length, width, surface type, number of lanes, etc.). KCA will verify and record data provided in GIS (pavement widths, lanes, etc.) during field inspection activities. Initial section lengths were determined from the GIS shapefile, with major discrepancies between field conditions and the GIS data noted.

Branches. Each network is separated into branches. Branches are readily identifiable parts of the pavement network and have a distinct use. For the City, KCA proposes to simply define each named road as a branch. Within the PAVER database, each branch is identified in two ways:

- By a textual descriptor called the "Branch Name." This is the branch or street name. Most agencies will have this in the centerline file already and GIS can be used to copy data into PAVER. If the names are compiled from multiple sources, consistency between the sources is important.
- By a textual descriptor called the "Branch ID." The Branch ID must be unique for each branch in the system. PAVER imposes a 10-character limit and will automatically assign a unique ID. Some agencies prefer to have their own numeric Street ID or Asset ID number assigned to each branch. KCA often will assign a Branch ID based on the branch name ensuring the Branch ID is unique.

Sections. A pavement section is the smallest management unit for which road resurfacing will be planned. Sections typically share similar characteristics such as pavement structure, construction history, functional classification, and traffic (Shahin, 2005). Sections represent one of the most important elements within the network. Pavement conditions and work planning are aggregated at the section level. Similarly to a branch, each section is uniquely identified. For the City, sections are envisioned to be defined roughly from intersection to intersection and by lane number. This ensures consistency between the final PMP and GIS, and pavements with similar characteristics are grouped as closely together as possible.

Pavement Condition Survey

The KCA Team can provide the City with two different approaches for the collection of the pavement condition data. The approach chosen will depend on several factors including cost, the amount of data requested, and the level independence that the City may want to collect pavement condition data in the future. The KCA team has extensive experience in pavement data collection using a "feet-on-the-ground" approach and using a semi-automated approach. Both approached toward the data collection are presented below for consideration.

KCA staff has conducted many thousands of miles of pavement distress data collection using the "feet-on-the-ground" method. To help our staff accurately capture distress data, KCA developed the PavApp hardware and software system. Each sample is geolocated in GIS using GPS data. Our Inspector then evaluates the pavement for the 20 distresses defined in ASTM D6433. All collected data are associated to the sample location to seamlessly record the data. Digital photographs can be taken and also assigned to each sample. This allows photographs to be linked in GIS or loaded directly in the PAVER database. Having an accurate GIS-based roadway data layer greatly streamlines the overall project including data collection, condition analysis, and reporting—ultimately saving our client time and money. It must be emphasized that this is still a feet-on-the-ground approach. The inspector must exit the vehicle and accurately record all pavement distresses.

The KCA Team also has the capability to provide data collection using state-of-the-art mobile data collection platforms utilizing 3D laser scans coupled

with LIDAR point clouds. By teaming with G&AI, we can deploy a mobile data collector on each lane of the City's network. The mobile data collection platform is a sophisticated integration of two leading edge technologies integrated into a single platform. We will ensure sequential geo-referenced images of the general streetscape are provided, continuous downward images are provided for pavement details, and data is collected for all lanes. Performance data will include roughness (IRI) rutting and surface distresses.

PathRunner 3D Pavement Imaging and Profiling System

The PathRunner system is the first 3D pavement imaging system developed in North America and makes use of a patented dual laser, single camera configuration that provides continuous 3D downward images of the pavement surface. This leading technology uses a laser illuminated 3D camera to capture continuous intensity (2D) and range (3D) images of the pavement surface. The height deviations can be plotted and used to calculate rutting on both wheel paths. The camera provides enough data speed to capture multiple profiles per every inch. Each profile consists of thousands of points across the lane, covering more than an entire lane and providing the ability to discern 1 mm cracking on the road surface at highway speeds. The system also contains a Ro-Line profiling system for capturing continuous IRI values. Data collected with the PathRunner 3D Pavement Management system are analyzed by our Pavement Technicians using PathView software. Pavement distress data are then imported directly into PAVER. KCA staff will provide ground truthed QC checks for data recorded using imagery.

Difference between Manual and Automated PCI Surveys

The PCI methodology was developed by Dr. M. Y. Shahin at USACE in the early 1980s. It was not until 1998 that it became an ASTM standard. The PCI procedure was developed specifically for manual, or "feet-on-the-ground" surveys. The ASTM originally approved D6433 as a "standard," but it was later reclassified as a "standard practice" since it lacked precision and bias, characteristics necessary for a true ASTM standard. There has been much discussion within ASTM regarding the creation of a modified standard for automated surveys.

Benefits of Automated and Semi-automated PCI Surveys

Automated and semi-automated PCI surveys have become more popular in recent years for several reasons including:

Convenience. The driving public, including the heavily utilized mass transit system operating within the City, will not be delayed due to temporary lane closures.

Safety. Less risk to field raters Comprehensive record of pavement condition. Pavement imagery and profiling (rutting and roughness) data collected during the survey provides a permanent record of pavement condition at the time of data collection. Georeferenced imagery collected across multiple years may be overlain in imaging software to visualize time-lapse pavement deterioration.

Easier QA/QC. Pavement imagery may be reviewed at any time and the accuracy and completeness of pavement distress ratings may be easily reviewed.

Limitations of Automated PCI Surveys

While proposing to use "automated" data collection, the KCA team feels it is important to also discuss the potential limitations. The most obvious limitation is "automated" surveys are not 100% automated. These surveys require trained and experienced raters to evaluate pavement imagery and identify distress types and severity levels for distresses that cannot be detected with automated distress identification algorithms. All automated ASTM D6433 surveys required an important QA/QC process to ensure distresses are identified and recorded correctly. Based on our experience, the following asphalt distress types are difficult to detect with automated surveys:

Bumps and sags. Severity levels for this distress can be difficult to assess from imagery. Note: It is recommended that roughness (e.g., International Roughness Index, IRI) data be considered in addition to PCI values when assessing pavement ride quality.

Corrugation. Severity levels for this distress can be difficult to assess from imagery. Note: Same as for bumps and sags.

Depressions. Severity levels for this distress can be difficult to assess from imagery. Note: Same as for bumps and sags.

Lane shoulder dropoff. Severity levels for this distress can be difficult to assess from imagery.

Polished aggregate. This distress type cannot be identified from an automated survey.

Swell. Severity levels for this distress can be difficult to assess from imagery. Note: Same as for bumps and sags.

Weathering. Severity levels for this distress can be difficult to assess from imagery. For agencies that identify the use of surface treatments based on weathering, it is strongly recommended the severity level be noted during data collection.

Raveling. Severity levels for this distress can be difficult to assess from imagery. For agencies that identify the use of overlays and surface treatments based on raveling, it is strongly recommended the severity level be noted during data collection.

Comparison of "Manual" and "Automated" PCI Values

Based on G&AI's work with the US Navy and Army, manual and "semi-automated" (e.g., automated crack detection supplemented by manual rating) PCI values are within plus or minus 10 points of one another, with most PCI values within 5 points. The most important factor for the development of a PMP is the consistency of the data collection efforts from one inspection cycle to another. The methodology proposed by the KCA team will ensure the highest level of consistency while maintaining a cost-effective overall approach.

Pegasus: Two Mobile LiDAR System (Optional)

As additional services, the KCA team can provide the City with a complete inventory of all R/W assets including signs, guardrails, bridges, sidewalks, and vegetation. G&AI was one of the first firms in the country to obtain the Pegasus: Two Mobile Mapping System (MMS). Mobile mapping is a safe, ideal tool for roadway corridor mapping projects requiring an extraordinary level of detail and accuracy. The system incorporates a state-of-the-art LiDAR sensor collecting 1,100,000 points per second and high-definition cameras to provide 360° coverage. It is important to note data can be collected at the same time the pavement condition data is collected. Analysis of the LiDAR data can be scheduled at the convenience of the City. Some of the advantages of the Pegasus system include:

- Ability to collect survey-grade data day or night of all features (natural or man-made) within 120 meters of the LiDAR system including building facades, roadway striping, light poles, pavement, pavement cracks, open land and vegetation, manholes, curbs, river banks, power lines, water meters, fire hydrants, and water valves
- Delivery data delivered in standard CAD formats and is immediately available in ESRI or other software packages
- Safety collection at posted highway speeds without risking personnel in traffic to collect road/rail/survey data
- Cost and schedule effective
- Flexibility to mount on any vehicle platform
- Access to ESRI ArcGIS desktop through the Pegasus: Two software
- Versatility

Task 2 – Pavement Evaluation

This task is the analysis of all data collected, tabulation of findings, development of pavement deterioration models, development of budget scenarios and condition projections, evaluation of remediation strategies, and development of project concepts for the CIP.

The data analysis component of the PMP is where the current condition and past trends of pavement conditions are reviewed. The pavement condition used by PAVER is PCI as defined in ASTM D6433. Once all inspection data has been entered into PAVER, many different analyses can be performed to assist in the development of the PMP, including condition trending. The most recent inspection conditions and indices can be compared to previous inspections or to a point in time when the pavement was new to show how the pavement is deteriorating over time. Knowing the rate of deterioration is critical in the development of long-term preservation and rehabilitation plans. These trends help determine the effectiveness of the overall pavement management strategies. Analysis of the data should be considered as a business process that includes technical, economic, and investment elements. Each element must be balanced to provide the most beneficial outcome for our client. It is absolutely critical during this phase of a PMP project that KCA and our client's staff work in a partnership. Decisions made during the plan formulation will have long-lasting impacts on the overall program. Working collaboratively will ensure the best plan possible.

Analysis of the data should include the following elements:

Desired Condition (Technical). KCA works with the client's staff to develop and adopt the desired level(s) of serviceability. On road systems, serviceability is often thought of in terms of traffic flow. However, serviceability can also be discussed in terms of a minimum acceptable PCI for an individual road or entire network of roads. The accepted desired condition will be directly related to the current condition and available budget. This is also where the concept of remaining service life and condition deterioration and treatment triggers can be introduced to assist decision makers.

Available Budget (Economics). KCA works with client staff to identify funding levels necessary to meet the desired conditions.

Long-Range Strategies for Achieving Desired Outcome (Investment). Long-range strategies should be viewed as investments in the future condition of the pavement asset network-wide. The strategies proposed must match the most

efficient and effective repair with projected costs, replacement, and rehabilitation procedures with the varying conditions in the current roadway network. In addition to the budgetary aspects of the plan, KCA typically develops multi-year plans including various categories of pavement preservation and M&R. Costs associated with each category of M&R are typically derived from recent and local bids in the area and represent the engineer's opinion of probable costs. Additional factors such as the recent guidance by the U.S. Department of Justice and Federal Highway Administration (FHWA) on Americans with Disabilities Act (ADA) curb ramps for maintenance and alteration treatments can impact the City strategies and budgets.

A virtually unlimited number of funding scenarios can be modeled using PAVER. Projected PCI values can be determined based on anticipated or proposed budgets. This information can prove to be invaluable as local government budgets are continually being scrutinized for potential cuts. Having this information can greatly assist in evaluating the ramifications of reduced budgets and ultimately lead to optimized work plans.

Maintenance Policy and M&R Planning

A maintenance policy is a description of how an organization intends to maintain their assets. Typically, the policy is descriptive and not prescriptive, and the policy does not tell an organization exactly how and when to take action, but provides a broad framework for making decisions. PAVER considers four categories of maintenance for which policies can be developed and applied. These include the following:

Localized Stopgap or Safety M&R policy is used when a pavement has a low PCI, but there is not enough funding to perform major M&R. Distresses that create safety hazards to the public are selected for repair. A Stopgap M&R policy usually addresses only the most severe distresses. A Stopgap policy is designed to keep a roadway operating safely, but is not intended to improve the overall PCI. An example of pavement distress addressed in a Stopgap policy is a pothole. A pothole creates safety issues for the public and must be repaired immediately. Often, organizations include funding for Stopgap M&R in their routine operational budgets or the Stopgap M&R is conducted in-house.

Localized Preventative M&R is similar to the Stopgap M&R policy with the exception that Localized Preventative M&R is applied to pavements above the critical PCI to either maintain or improve pavement condition. A treatment may be recommended for each distress or only some distresses. This policy will typically include patching in addition to crack sealing, but it should address a wider range of distresses and severities.

Global Preventive M&R is used to slow pavement deterioration and is applied to whole sections. Treatments are recommended based on the elapsed time since the last construction or maintenance date. For example, a Global Preventive policy might prescribe a slurry seal after seven years for asphalt concrete (AC) pavements. These policies change from agency to agency and year to year depending upon differing goals and preferences. A chip seal may be unacceptable to some agencies due to its rough surface or a fog seal due to increased skid potential.

Major M&R addresses severe defects in the pavement system. These defects may result from material deficiencies, improper design, poor construction, traffic overloads, or environmental factors. Major M&R is assigned to a pavement section when the condition is below the critical PCI or above the critical PCI and has structural-related distresses. These defects usually require replacement of a part or all of a pavement section. Repairs typically consist of slab replacements in Portland Cement Concrete (PCC) pavements or overlays in AC pavements. In cases that have structural failures, base material may require reworking or replacing. PAVER estimates major M&R costs based on PCI (cost by condition) and not based on specific treatments.

The rationale for the cost by condition model is reflected in the overall intent of the PMP. The PMP is a network-level analysis of the pavement system. It is not intended to be a project-level analysis. When pavements have significantly deteriorated to the point where major M&R work is necessary, the precise cause of the pavement's failure should be determined prior to the selection of a project-specific treatment. At the network-level analysis, specific causes of the pavement distresses are not precisely known. As a result, a specific treatment cannot be determined. As an example, a repair strategy for a specific roadway could include full-depth reclamation, cold-in-place recycling, or complete reconstruction. While the precise treatment may not be known at the network-planning level, the magnitude or ranges of costs can be estimated.

Reporting of Findings

Typical reports KCA generates for our clients include written descriptions of the project background, data collection processes, and data results. Coupled with written documentation, data graphics including charts, GIS-based mapping products, and photographic inventory reports are included. Street condition atlases are created depicting a color-coded pavement

condition rating scheme. Additional information such as the SCI can also be depicted in the atlas.

KCA also typically prepares a photographic condition report. This report is generated using data from the PAVER inventory and condition assessment database, GIS base map, and photographs collected during field data collection. Each photograph is georeferenced to the map for future reference. It should be noted the photographic documentation is not a replacement to the "feet-on-the-ground" inspections, but can be a supplement for QC purposes.

An annual work plan or CIP is the final result of data collection, data analysis, budget projections, and a lot of hard work and difficult decisions by the City staff. This will be the plan presented to the elected officials and citizens, and should include maps graphically depicting proposed work areas by year based on available budget. Tabular reports are also generated listing the specific roads, limits, treatments (including resurfacing and reconstruction), and associated costs. KCA will ensure the final written report includes:

- Goals and objectives to be achieved by implementing the system to the City's inventory, condition assessment, and PCI
- Description of methodology
- M&R models
- Multi-year pavement management plan for each roadway segment
- Budgetary estimates and projections for a five-year, long-term budget program
- Project prioritization
- Detailed page for each roadway segment
- Exported spreadsheets

Implementation

The KCA team has developed training programs that are easily tailored to the needs of our clients. Our staff has conducted multi-day, on-site training for clients, and we will work with the City to tailor a program to meet their specific requirements. Training topics can include PAVER software structure, software installation including network installations, data backup using export/import function, data verification tool, modification of PAVER system tables, reports features, maintenance of the GIS database, QC procedures, and field data collection procedures. The goal of our training is to make our clients self-sufficient PAVER users.

Quality Control

In the development, implementation, and maintenance of a PMP, the quality of the data collected is paramount. KCA maintains a comprehensive QC program to ensure this PMS is completed to the highest standards. Our QA/QC program:

- Meets the established schedules as coordinated with the client
- Prepares documents free of errors
- Accurately records data
- Cross-checks data collected between staff
- Meets all applicable standards and criteria
- Performs internal and client reviews of the project required products
- Most importantly, meets the client's expectations

KCA's goal on every project is to produce a top quality product for the client through our Data Quality Management Framework that follows the concepts of the February 2013 FHWA Quality Management Standards published in the Practical Guide for Quality Management of Pavement Condition Data Collection. To fulfill this goal, QA/QC begins at the onset of the project with the establishment of assignments, commitment of a highly qualified staff, and equipment calibration/certification. During data collection or the production phase, KCA monitors the quality of the data and equipment performance doing database checks and verification testing. Data sampling ensures QA/QC procedures are followed to track the checking and back-checking process. After the data is collected, all project deliverables are peer reviewed by staff not directly involved in their development. KCA's commitment to quality begins at the top with our **Principal-in-Charge, Ed Burkett, CBI**, who is a key part of the review process. This translates down through the department manager who consistently monitors and reviews the actions and products produced by the project team and provides direction to our PM at each step. The independent oversight and review process significantly adds to the quality of the services delivered to our clients. In addition to KCA staff, partnering with our client's staff and having a good quality management program in place will ensure there are no surprises at the end of the project.

Regardless of the pavement data collection methodology chosen, subjectivity will play into the quality of the data collected. The selected consultant must ensure subjectivity is minimized and all data are consistently collected throughout the project. While semi-automated data collection methods (mobile data collection at highway speeds) help improve the repeatability of the collected data, City staff will not have access to this high cost equipment after the consultant leaves. Feet-on-the-ground survey methods will allow City staff to easily duplicate the Consultant, but the potential tradeoff is an increased schedule. Additionally, if multiple inspection staff are used to collect the pavement distress data, the QC

measures in place must ensure all inspectors are as consistent as possible.

Availability

The proposed KCA team has been carefully structured to provide exceptional service and experienced staff in the performance of this PMS project. We commit the key team members identified on our organizational chart will be available to the City for the work anticipated under this contract, but we also realize that flexibility throughout the project is important. Flexibility is essential when unforeseen circumstances occur during this project. For this reason, we have backup staff available for key KCA team staffing positions to ensure City expectations are met without sacrificing schedule. Emergency response services are not anticipated in the scope of work; however, should a situation arise where the City is in need of an immediate response, each KCA team member is ready and willing to provide all necessary assistance.

KCA's thorough understanding of the processes required to provide PMS services for the City provides us the ability to accurately predict the staffing requirements for this project as it relates to staff hours and level of experience. Our team is well equipped and available to complete all work associated with this project, and our current workload allows us to begin work immediately. We are eager to begin work on this contract. As with any firm, our workload is not always constant, but has peaks and valleys. The dedication of our staff enables KCA to meet our clients' goals by working overtime during peaks and improving our technical skills during slower periods.

Independent Operation

Although not explicitly stated in the RFP, our experience has taught us that defining the level at which City staff desires to independently operate the system after implementation is critical to the overall success of the PMP. This must be clearly understood by all parties at the very beginning of the project. The area where this decision will most affect City staff is the collection of pavement distress data. Technology has rapidly evolved to the point where "automated" pavement condition surveys are common. However, it is important to understand that ASTM D6433 does not currently specify how "automated" type survey data are collected or analyzed. Additionally, the capital needed to perform "automated" type survey is very high both in terms of qualified staff and equipment cost. While there are advantages to "automated" systems, this type of data collection diminishes the level of independence the City can expect.

With this point in mind, the KCA team brings to the City the ability to provide any level of independence and support desired. The KCA team has extensive experience in data collection using a "feet-on-the-ground" approach and we have the full capability to provide data collection using state-of-the-art mobile data collection platforms utilizing 3D laser scans coupled with LIDAR point clouds.

Task 3 –Recommended Software

The intent of Task 3 is to evaluate potential software systems that are compatible with the data collection procedures from Tasks 1 and 2. KCA can assist the City with evaluating various software options including a discussion of the pros and cons of each system. KCA's initial recommendation is the City consider using PAVER^{tm} software. PAVER was originally developed by the USACE Civil Engineering Research and Development Lab (CERDL) for use on military airfields. Funding for the continued development of the software is still provided by the U.S. Air Force, U.S. Army, U.S. Navy, Federal Aviation Administration (FAA), and FHWA. Beyond the federal government, PAVER is widely accepted by public works agencies around the world.

PAVER fully uses the PCI methodology as defined by the ASTM International (formerly the American Society for Testing and Materials). ASTM D6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys defines the 20 visual distresses used in the methodology, and defines how the PCI is to be calculated. PAVER is supported and distributed by both the American Public Works Association (APWA) and the PAVER Support and Training Center at Colorado State University (CSU) in Fort Collins, Colorado. It should be noted that PAVER also uses ESRI ArcGIS shapefiles to provide reporting and query functionality. GIS shapefiles can also be exported from PAVER.

Task 4 – Public Information

KCA staff has broad experience presenting technical information to a wide variety of audiences. KCA can prepare and present the findings and recommendations of the PMP to the City Commission.

RELATIONSHIP BETWEEN FIRM AND THE CITY

The relationship between the City and the selected consultant must also be considered in the development of the PMP. One of the most important aspects of this relationship is communication. KCA will provide all project management activities and will be the point of contact for the City. All pavement management activities will be managed through KCA's Corporate Headquarters in Tampa, Florida. It is absolutely critical during the development of the PMP that KCA and our client's staff work in a partnership. Decisions made during the plan formulation will have long-lasting impacts on the overall program. Working collaboratively will ensure the best plan possible.

3. SIMILAR PROJECT EXPERIENCE

KCA | KISINGER CAMPO & ASSOCIATES

3. SIMILAR PROJECT EXPERIENCE

QUALIFICATIONS

The KCA Team has the professional training, experience, capability, commitment, and desire to provide the requested services for the City of Fernandina Beach. KCA's multi-service capabilities, combined with our extensive group of experienced technical professionals and supporting staff, will facilitate the consistent delivery of timely consulting services to the City. These attributes and competencies create the strength of our project team.

KCA understands the importance of organizing a project team based on the specific needs of the client. Our proposed organizational structure is designed to:

- Facilitate clean and simple lines of communication.
- Provide an integrated multidisciplinary team operating under the direction of an experienced PM.
- Provide a flexible structure to respond to project demands.

Our project team includes individuals with proven expertise in providing unmatched client service in a cost-effective manner and numerous qualified engineers and specialists with experience across Florida.

OUR EXPERIENCE AND EXPERTISE

PMS implementation and pavement management have been cornerstone services provided to KCA clients since 1984.

Our staff has extensive experience in the development of comprehensive PMPs and application of various pavement management and database tools to assist local governments in managing their assets. This includes developing and maintaining pavement management databases using the USACE PAVER software, integration of PAVER data with ESRI's GIS roadway files, and inspection of data collected in accordance with ASTM D6433-11 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys (ASTM D6433). In addition, KCA has extensive experience in utilizing GIS in conjunction with GPS for asset management and condition assessments including sidewalks.

Services to our clients have ranged from data collection through the development of complete PMPs and implementation plans. This has included initial implementation of PMSs, pavement distress data collection, data analysis and quality assurance/quality control (QA/QC), budget and funding analysis, development of appropriate M&R plans, database integrity, data importing and exporting, custom data reports, pavement deterioration model development, and client training on all aspects of pavement management. In addition, KCA has developed innovative hardware and software systems used in the collection and analysis of pavement inspection data, including the current data collection system used by several local agencies.

KCA's pavement management contracts have typically included current procedure evaluations and implementation of software to provide clients with an efficient, sustainable program.

KCA is providing or has recently provided pavement management services to other Florida cities including Melbourne, Cocoa, Tampa, Clearwater, Temple Terrace, Largo, Leesburg, Pompano Beach, and Bonita Springs, as well as the Town of Lady Lake. Our county government pavement management experience includes Brevard, Collier, Hernando, Hillsborough, Pinellas, Sumter, and Volusia Counties. Additional KCA clients include the VCDDs (District 4) and the Lake-Sumter MPO. We are prequalified by FDOT, GDOT, and NCDOT to provide pavement management services.

The KCA team has a long list of clients who continue to select us as their consultant of choice. To meet their expectations, we continually strive to deliver a quality work product. Our record of performance and professional accomplishments have developed through the years by providing our services on a wide range of assignments. KCA takes pride in our past performance, and we welcome the City to contact our client references included in this section. A representative list of our proposed team's experience and qualifications on similar contracts and projects involving disciplines relevant to this contract are provided on the following pages.

Pavement Management Program, City of Plant City

KCA is currently developing a PMP for the City of Plant City. This project includes the inventory and evaluation of 160 miles of roadway using ASTM D6433 methodology. Additionally, KCA is evaluating approximately 5 miles of brick streets and all ADA ramps within the City. KCA staff has developed a PAVER v7.0.8 database into which all inventory and distress information has been populated. Using PAVER, KCA determines PCI and Structural Condition Index (SCI) for the City's roadway network. To ensure accuracy of the data, PAVER and GIS datasets were checked and prepared for import into KCA's software for pavement inspection.

Our field technicians use software developed by KCA specifically for the collection and organization of pavement distress information. This software utilizes GIS and GPS technologies to assist KCA staff in accurately and efficiently locating pavement samples included in the evaluation and record pavement distress data. All data collected used a "feet-on-the-ground" approach to ensure the highest quality data. Georeferenced digital photographs provided representative images of the inspected roadways. The project is currently at the stage to develop a long-range PMP that will be both responsive and proactive to the needs of City staff and their citizens.

In addition to the PMP, KCA is conducting an inventory and condition assessment of all ADA ramps within the City. Each sidewalk was inventoried using ArcGIS Collector. Specific ramp deficiencies will be located and photographed and all data is linked to GIS for subsequent analysis.

► **Client Reference:** Michael Schenk, City Engineer,
Tel: 813.659.4200 Ext. 4154;
Email: mschenk@plantcitygov.com

Hillsborough County Pavement Management Assistance

KCA has assisted Hillsborough County with various Pavement Management tasks continuously since 2005. Major Tasks included:

Pavement Condition Audits: KCA developed and implemented audit protocol and subsequent annual audit reports on the condition of owned and maintained paved road surfaces from 2005 through 2008. The intent of the audits was to provide support in meeting the County's GASB 34 reporting requirements and provide an independent evaluation of approximately 3% of the County's 3,200-mile pavement network using methodologies similar to the County's in-house assessment process. In 2005 and 2006, the SHARP methodology was in use by the County. KCA collected rut and ride and International Roughness Index (IRI) data using state-of-the-art vehicle-mounted equipment. A resulting PCI was subsequently calculated and reported. For the 2007 and 2008 audits, the County adopted methodology following ASTM D6433 Standard Practice for Roads and Parking Lots PCI surveys. All ASTM data was collected using PavApp, a proprietary software system developed by KCA specifically for the collection of pavement distress information. This software utilizes GIS and GPS technologies to accurately and efficiently locate pavement sample locations. All data collected used a "feet-on-the-ground" approach to ensure the highest quality data. Summary reports were generated for the County to meet the requirements of their auditors.

Roadway Activity Planning Program (RAPP) Software: KCA developed a GIS based software package for the County as a multi-year strategic planning tool. The GIS based software enabled the analysis, scheduling, and tracking of roadway pavement maintenance activities.

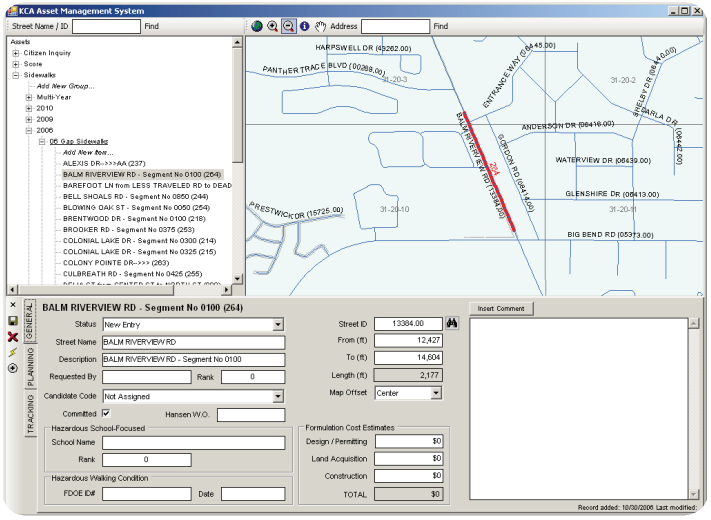
Pavement Testing and Data Collection Equipment: KCA provided the County with hardware, hardware installation, and software to assist County staff with the collection of pavement distress data. Two vehicles were specially equipped with computer hardware, GPS hardware, and data collection software developed by KCA. As part of the project, KCA developed the specifications acquired, and installed all computer hardware including a 2 Terabyte storage system and a high-resolution digital camera for photo documentation.

Pavement Data Collection: KCA has assisted County staff with collection of ASTM D6433 data using a "feet-on-the-ground" approach. KCA completed 450 centerline miles in 2014, 550 miles in 2015, and 890 miles in 2016.

FWD Testing: KCA provided FWD testing through a specialty subconsultant on approximately 6 miles of roadways at four locations.

Planning Support and PAVER Updates: KCA provided planning level support to County staff. Support included the development of project groups, revised deterioration models, and long-range budget analysis.

- **Client Reference:** Lawrence Josephson, PE, Transportation Project Development and Review Programs Manager, **Tel:** 813.307.1765; **Email:** JosephsonL@hillsboroughcounty.org



Countywide Roadway Pavement Management, Pinellas County

KCA assisted Pinellas County staff with the inspection of 1,173 centerline miles of pavement. The inspection task for Pinellas County is unique in that the dataset was attained from County staff. Therefore, prior to inspection, a series of verification was required to ensure the accuracy of the data. The link between PAVER and GIS datasets were checked and prepared for import into KCA's proprietary software for pavement inspection.

KCA performed inspections with a vehicle-mounted computer, complemented with proprietary software developed to computationally enter and record distresses. Digital photographs were georeferenced and used to capture a representative image of the entire inspected section. The inspection procedure is based on ASTM D6433 methodology. A total of 20 distress types were inspected, where weathering and raveling were separated to form distress numbers 19 and 20. Each inspection was reported as both a quantitative measurement of either area or length (based on the type of distress) and severity level of low, medium, or high.

- **Client Reference:** Dawn Lindgren, PM, **Tel:** 727.464.8895; **Email:** dalindgren@co.pinellas.fl.us

Pavement Evaluation, Hernando County

KCA is currently assisting Hernando County staff with the inspection of 1,141 centerline miles of pavement. This is the second, three-year contract awarded to KCA and is executed through individual task orders. The inspection task for Hernando County is unique in that the dataset was attained from County staff. Prior to inspection, a series of verification was required to ensure the accuracy of the data. The link between PAVER and GIS datasets were checked and prepared for import into KCA's field data collection software for pavement inspection.

KCA performed inspections with a vehicle-mounted computer, complemented with proprietary software developed to computationally enter and record distresses. Digital photographs were georeferenced and used to capture a representative image of the entire inspected section. The inspection procedure is based on ASTM D6433. A total of 20 distress types were inspected, where weathering and raveling were separated to form distress numbers 19 and 20. Each inspection was reported as both a quantitative measurement of either area or length (based on the type of distress) and severity level of low, medium, or high.

- **Client Reference:** Darrell Davis, Data Specialist, **Tel:** 352.754.4062, ext. 17003; **Email:** darrelld@hernandocounty.us

City of Melbourne PMP

KCA developed the City of Melbourne's first PMP in 2014/2015. This project included the inventory and evaluation of 325 miles of roadway using ASTM D6433 methodology. KCA staff developed a PAVER v6.5 database into which all inventory and distress information was populated. Using PAVER, KCA determined PCI and SCI for the City's roadway network.

Our field technicians use proprietary software developed by KCA specifically for the collection of pavement distress information. This software utilizes GIS and GPS technologies to assist KCA staff in accurately and efficiently locating pavement samples included in the evaluation and record pavement distress data. All data collected used a "feet-on-the-ground" approach to ensure the highest quality data. Georeferenced digital photographs provided representative images of the inspected roadways.

Using PAVER and the extensive experience of our staff, KCA helped the City of Melbourne develop a long-range PMP that was both responsive and proactive to the needs of City staff and their citizens. The plan included budget analysis, condition projections, and specific projects for their CIP.

- **Client Reference:** J. Danielle Straub, Engineering Supervisor, **Tel:** 321.608.7312; **Email:** dstraub@melbourneflorida.org

Brevard County PMP

KCA assisted Brevard County with the development of a PMP for County-owned and maintained pavement. The PMP consisted of the inventory and inspection of approximately 1,100 centerline miles of roadway and developed work history, budget forecasting models, a M&R plan, and a five-year CIP.

- **Client Reference:** Richard Ataman, Brevard County Public Works, **Tel:** 321.633.2133, **Email:** richard.ataman@brevardcounty.us

City of Cocoa PMP

KCA developed a Pavement and Sidewalk Management Program for the City of Cocoa in 2015/2016. This project included the inventory and evaluation of 78.5 miles of roadway using ASTM D6433 methodology. KCA staff developed a PAVER v6.5 database into which all inventory and distress information was populated. Using PAVER, KCA determines PCI and Structural Condition Index (SCI) for the City's roadway network. To ensure accuracy of the data, PAVER and GIS datasets were checked and prepared for import into KCA's software for pavement inspection.

Our field technicians use software developed by KCA specifically for the collection and organization of pavement distress information. This software utilizes GIS and GPS technologies to assist KCA staff in accurately and efficiently locating pavement samples included in the evaluation and record pavement distress data. All data collected used a "feet-on-the-ground" approach to ensure the highest quality data. Georeferenced digital photographs provided representative images of the inspected roadways. Using PAVER and the extensive experience of our staff, KCA helped the City develop a long-range PMP that was both responsive and proactive to the needs of City staff and their citizens.

In addition to the PMP, KCA conducted an inventory and condition assessment of all sidewalks and ADA ramps within the City. Each sidewalk was inventoried using a Trimble GPS data collector. Specific sidewalk deficiencies were located and photographed. All data was linked to GIS for subsequent analysis.

- **Client Reference:** Everett (Ed) Wegrif, Public Works Director/City Engineer, **Tel:** 321.433.8777; **Email:** ewegrif@cocoa.org

Town of Lady Lake PMP

KCA developed 2016 PMP update report for the Town of Lady Lake under an agreement with the Lake-Sumter MPO. KCA developed the Town's first PMP in 2009 and provided an update in 2012, working as a subconsultant to E.J. Breneman, L.P. The initial PMP was developed for all City-owned and maintained pavement and consisted of the inventory and inspection of approximately 62 centerline miles of roadway using the methodologies specified in ASTM D6433. The 2012 update included the evaluation of approximately 12 additional miles of pavement that was tentatively being considered for annexation by the Town.

KCA staff developed a PAVER v6.0 database that all inventory and distress information was populated into. Field technicians used proprietary software developed by KCA specifically for the organization of pavement distress information. This software utilizes GIS and GPS technologies to accurately and efficiently locate pavement sample locations. All data collected used a "feet-on-the-ground" approach to ensure the highest quality data. In addition to the pavement distress data, digital photographs were taken of all pavements sampled.

The development of a long-range improvement plan included specific recommendations while working within financial constraints.

KCA developed a custom report linking GIS, digital photographs, and PAVER data as well as provided training for Town staff.

- **Client Reference:** C.T. Eagle, Public Works Director, **Tel:** 352.751.1526; **Email:** cteagle@ladylakepw.org

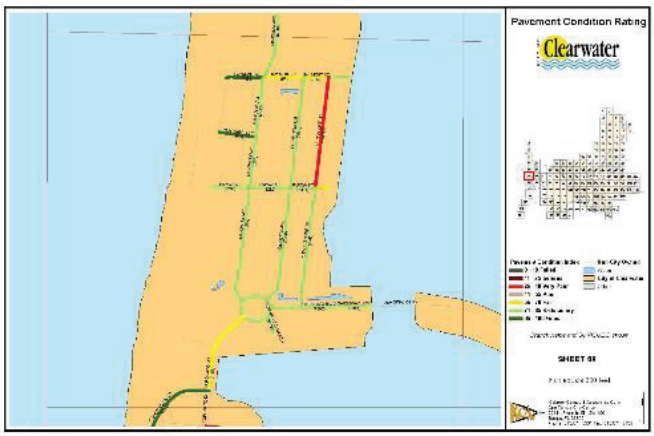
KCA WAS AWARDED THE 2012 CONSULTANT OF THE YEAR AWARD BY THE FLORIDA CHAPTER OF APWA FOR THE TOWN OF LADY LAKE PMP PROJECT.

City of Clearwater PMP

KCA developed the City of Clearwater's first PMP in 2008 with subsequent updates in 2011 and 2015. This project included the inventory and evaluation of 325 miles of roadway using ASTM D6433 methodology. KCA staff developed a PAVER v6.5 database into which all inventory and distress information was populated.

Using PAVER, KCA determines PCI and SCI for the City's roadway network. Our field technicians use proprietary software developed by KCA specifically for the collection of pavement distress information. This software utilizes GIS and GPS technologies to assist KCA staff in accurately and efficiently locating pavement samples included in the evaluation and record pavement distress data. All data collected used a "feet-on-the-ground" approach to ensure the highest quality data. Georeferenced digital photographs provided representative images of the inspected roadways. Using PAVER and the extensive experience of our staff, KCA helped the City develop a long-range PMP that was both responsive and proactive to the needs of City staff and their citizens. The plan included budget analysis, condition projections, and specific projects for their CIP.

- **Client Reference:** Thomas Mahony, Geographic Technology Manager, **Tel:** 727.562.4762; **Email:** Tom.Mahony@myClearwater.com



4. ADDITIONAL INFORMATION

KCA | KISINGER CAMPO & ASSOCIATES

4. ADDITIONAL INFORMATION

To fully provide all services that may be necessary for this contract, KCA assembled a team of highly qualified engineers, technicians, programmers, scientists, and contractors—each bringing unique qualifications to the City of Fernandina Beach for all aspects of the scope of work. All members of the KCA team are very familiar with the issues facing local governments in maintaining their physical assets—especially their pavements. We recognize the importance of having a qualified and experienced team to provide high-quality PMS services. By providing services from design through construction and post-construction evaluation, the KCA Team provides our clients with a unique combination of expertise not found in other consulting teams. We feel this gives us a distinct advantage in the recognition of pavement distresses because we thoroughly understand road design, construction, and M&R.

KCA will serve as the prime consultant on this contract and provide the City with one point of contact, **Scott Stevens, PE,** for all work issued under this contract.

The following pages contain short bios of our team members to represent their areas of expertise, and the organizational chart shown below delineates key personnel that will oversee the work and be assigned to the disciplines our team will provide to the City.

SUBCONSULTANT SUPPORT

A successful project team is comprised of experienced personnel with a long-term commitment to the project. With this in mind, we selected a project team comprised of personnel with the experience and technical expertise needed to meet the requirements of this PMS contract. In addition, KCA understands the tremendous demands placed on City of Fernandina Beach staff and the need to lean on outside consultant services.

We have assembled a team of professionals with an unmatched ability to provide the City with all requested services. The professionals on the KCA Team have the experience and expertise necessary to meet the needs and highest expectations of Fernandina Beach. To enhance and support our services, KCA has included on our team the following carefully selected subconsultant:

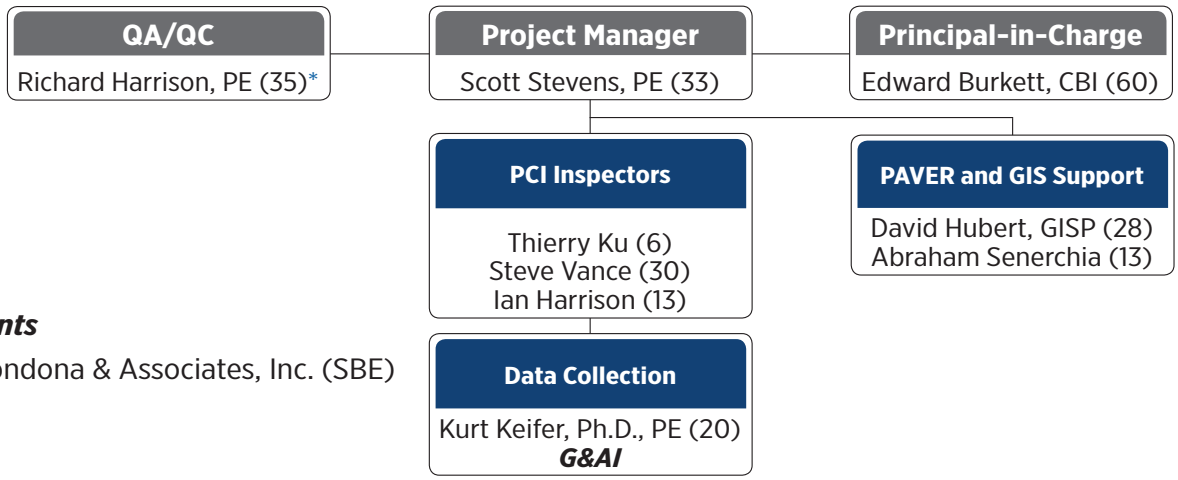
- Gorrondona & Associates, Inc., (G&AI)

Experience Working Together on Previous Projects

In addition to each key team member's extensive experience in their respective fields, the matrix on the following page exemplifies their experience working together on previous projects. We believe this collaborative team approach, coupled with our extensive pavement management experience, makes KCA the best suited team for this contract.

Organizational Chart

*** Support Staff**
(xx) Years of Experience



Subconsultants

G&AI = Gorrondona & Associates, Inc. (SBE)

Key Personnel Name/Role	Years of Exp.	Unique Qualifications
Scott Stevens, PE/PM	33	– **Project Manager on all KCA** pavement management projects include Hillsborough, Hernando, and Sumter Counties and City of Plant City – Unique combination of experience in pavement management, water resources, GIS, environmental, and general civil engineering – **Recent work preparing the City of Lady Lake PMP won KCA the APWA 2012 Consultant of the Year Award** – **Certified in PAVER systems and has training in PCASE/PAVER.** – **Provided pavement management and PAVER training for client staff**
Edward Burkett, CBI/ Principal-in-Charge	60	– **60 years of transportation experience** – As KCA's Executive Senior Vice President, guarantees the commitment of KCA and its extensive resources to the City of Fernandina Beach – Assures City that KCA will continually strive to maintain its accident-free record of field data collection and its staff is available for emergency response if needed
Thierry Ku/PCI Inspector	6	– **Leads QA/QC review for all field collected pavement distress data** – **Considerable experience in pavement distress identification** – **Experience in pavement rehabilitation design** – Experience with sidewalk condition inspections for compliance with ADA standards – Certified FDOT Maintenace of Traffic (MOT) Intermediate level
Steve Vance/PCI Inspector	30	– **KCA's Lead Inspector for ASTM D6433 inspections** – Assists with implementation of all KCA PMPs – Considerable knowledge of pavement distress identification and has completed pavement inspection services for the City of Plant City, City of Clearwater, Village Community Development District (VCDD) District 4, Town of Lady Lake, and Hernando and Hillsborough Counties
Ian Harrison/PCI Inspector	13	– 13 years of CADD experience for civil engineering projects. Expertise involves signing and pavement markings (S&PM) design – **Performed PCI inspection services for Pinellas County in 2017**
David Hubert, GISP/ PAVER and GIS Support	28	– Certified GIS Professional (GISP) – Developed hardware and custom software system that allows field data collection staff to accurately enter pavement distress data directly into a database allowing data to be linked to GIS – Extensive experience working with large PAVER datasets including **Hillsborough County (3,200 centerline miles), City of Tampa (1,200 miles), Pinellas County, Hernando County, and Sumter County (nearly 1,000 miles each)**

Key Personnel Name/Role	Years of Exp.	Unique Qualifications
Abraham Senerchia/ PAVER and GIS Support	13	– GIS Task Leader for KCA with over 13 years of experience in GIS services including pavement management, land use, customized spatial analyses, data collection software customization, database development, Roadway Characteristics Inventory (RCI) analysis, and GPS data collection and inventory for roadway and infrastructure projects – **Served as GIS Analyst and Technician for multiple projects for FDOT Districts One, Five, and Central Environmental Management Office (CEMO) and Volusia County**
Kurt Keifer, Ph.D., PE (GAI)/Data Collection	20	– **More than 20 years of experience managing complex pavement engineering and management projects** – Expertise includes modeling pavement structural and functional performance; developing cost-effective pavement designs and rehabilitation strategies; and developing optimal, network-level pavement management programs – Has developed and deployed several technologies for assessing pavement performance including FWD, friction testers, road surface profilers, 3D pavement surfacing imaging systems, and mobile LiDAR

Project Name	Core Pavement Team Members				
	Scott Stevens, PE	Edward Burkett, CBI	David Hubert	Thierry Ku	Steve Vance
Pavement Management Services and Pavement Audits, Hillsborough County	✓	✓	✓	✓	✓
Pavement and Sidewalk Management Program, City of Cocoa	✓	✓	✓	✓	
City of Melbourne PMP	✓	✓	✓	✓	
Countywide Pavement Management, Hernando County	✓	✓	✓	✓	✓
Town of Lady Lake PMP	✓	✓	✓	✓	✓
Brevard County PMP	✓	✓	✓	✓	
City of Clearwater PMP	✓	✓	✓	✓	✓
Countywide Pavement Management, Pinellas County	✓	✓	✓	✓	✓
Countywide Pavement Management, Sumter County	✓	✓	✓	✓	✓
Pavement Management Program, City of Plant City	✓	✓	✓	✓	✓

5. REQUIRED FORMS (CITY EXHIBITS A-H)

KCA | KISINGER CAMPO & ASSOCIATES

5. REQUIRED FORMS (CITY EXHIBITS A-H)

As requested in City of Fernandina Beach RFQ, KCA has included the following required forms in this section:

- Exhibit A: Contact Sheet
- Exhibit B: Public Entity Crimes
- Exhibit C: Drug-Free Workplace Certification
- Exhibit D: E-Verify Statement
- Exhibit E: Submitter Acknowledgments and Agreements
- Exhibit F: Conflict of Interest
- Exhibit G: Non-Collusion Affidavit
- Exhibit H: Dispute Disclosure

1. FIRM'S UNDERSTANDING/APPROACH

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "A"
CONTACT SHEET

Name: Kisinger Campo & Associates, Corp.

Federal Taxpayer ID: 59-1677145

Mailing Address: 201 North Franklin Street, Suite 400

City, State, & Zip Code: Tampa, Florida 33602

Telephone: 813.871.5331 **Fax:** 813.871.5135

Email: Scott.Stevens@kisingercampo.com

Submitted By: Scott Stevens, PE

Title: Project Manager

FIRM Accepts Credit Cards*: Yes No X

Accounting Contact:

Name: Alexis Maurino **Title:** Accounting Dept. Manager

Email Address: Alexis.Maurino@kisingercampo.com **Phone:** 813.871.5331

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

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CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the RFQ for 2018-05 Pavement Management Consultant
2. This sworn statement is submitted by (entity) Kisinger Campo & Associates, Corp. whose business address is 201 N. Franklin St., #400, Tampa, FL 33602 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1677145 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Paul Foley, PE and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any submittal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   ____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

   ____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

   ____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Paul A Foley 3-22-18
Signature Date:

STATE OF FLORIDA
COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 22nd day of March, 2018, and is personally known to me, or has provided _____ as identification.

THERESA SAULSGIVER
Notary Public - State of Florida
Commission # FF 938173
My Comm. Expires Jan 29, 2020
Bonded through National Notary Assn

Theresa Saulsgiver
Notary Public
My Commission expires: 01/29/2020

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Kisinger Campo & Associates, Corp.

CITY: Tampa STATE: FL ZIP CODE: 33602

SIGNATURE: Paul Foley PHONE: 813.871.5331

NAME (TYPED OR PRINTED): Paul Foley, PE TITLE: President

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "D"

E-VERIFY STATEMENT

Submittal Number: RFQ 2018-05

Project Description: Pavement Management Consultant

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Kisinger Campo & Associates, Corp.

Authorized Signature: Paul Foley, PE

Title: President

Date: 3-22-18

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

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CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "E"

SUBMITTER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Submitter, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. SUBMITTALS INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. SUBMITTER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. SUBMITTER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. SUBMITTER'S RESPONSE: PROPOSED COMPENSATION **N/A**
   Understands and agrees to all terms.

Name: Paul Foley, PE Title: President

Signature: Paul N Foley Date: 3-22-18

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with the submittal for RFQ 2018-05 Pavement Management Consultant

This sworn statement is submitted by (entity) Kisinger Campo & Associates, Corp. whose business address is 201 N. Franklin St., #400, Tampa, FL 33602 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1677145 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Paul Foley, PE and my relationship to the entity named above is President.

1. The above named entity is submitting an RFQ for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above RFQ is being submitted and that the above named entity has no financial interest in other entities submitting for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above RFQ. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Paul D Foley 3-22-18
Signature Date:

STATE OF FLORIDA
COUNTY OF Hillsborough
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 22nd day of March, 2018, and is personally known to me, or has provided _____ as identification.

Theresa Saulsgiver
Notary Signature

My Commission expires: 01/29/2020

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

THERESA SAULSGIVER
Notary Public - State of Florida
Commission # FF 938173
My Comm. Expires Jan 29, 2020
Bonded through National Notary Assn.

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with the RFQ for RFQ 2018-05 Pavement Management Consultant

This sworn statement is submitted by (entity) Kisinger Campo & Associates, Corp. whose business address is 201 N. Franklin St., #400, Tampa FL 33602 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1677145 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Paul Foley, PE and my relationship to the entity named above is President.

1. The above named is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
2. Such Submittal is genuine and is not a collusive or sham submittal;
3. Neither the said Submitter nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Submitter, firm or person to submit a collusive or sham Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Submitter, firm, or person to fix the price or prices in the attached submittal or any other Submitter, or to fix any overhead, profit or cost element of the submittal price or the submittal price of any other Submitter, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Submitter or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Paul M Foley 3-22-18
Signature Date:

STATE OF FLORIDA
COUNTY OF Hillsborough
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 22nd day of March, 2018, and is personally known to me, or has provided _____ as identification.

Theresa Saulsgiver My Commission expires: 01/29/2020
Notary Signature

THERESA SAULSGIVER
Notary Public - State of Florida
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CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO_X_.

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_X____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_X____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this submittal for the City of Fernandina Beach.

Kisinger Campo & Associates, Corp. — 3-22-18

Firm — Date

Paul Foley — Paul Foley, PE/President

Authorized Signature — Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

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PHOTO ABOVE USED BY PERMISSION

KCA | KISINGER CAMPO & ASSOCIATES

Pavement & Asset Data Collection/ Analysis

Business Intel/ Software Implementation

Master Plan Development

City of Fernandina Beach, FL

Request For Qualifications

Pavement Management Consultant, RFQ 2018-05

Transmap Corporation

March 2018

roadway inventory · asset management · integration

March 21st, 2018

City of Fernandina Beach, FL
Attn: Ms. Wanda Weaks, City Clerk's Office
204 Ash Street, Fernandina Beach, FL 32034

RE: Request for Qualifications – Pavement Management Consultant – RFQ 2018-05

Ms. Weaks:

Thank you for allowing Transmap to propose our solutions. We are pleased to present the City of Fernandina Beach with our response to your Request for Qualifications. ***Since our establishment in 1994, pavement and roadway asset management has been our only focus***. I have outlined some principal strengths that you will find beneficial in qualifying Transmap as the best provider for your pavement and roadway asset management needs:

- **Registered Engineering Company in the State of Florida (#30691) -** *Our Owner/Project Principal is a Florida P.E. (#E-73717)* - Secretary of State Good Standing
- **Extensive Florida Project Experience** - City of Panama City (awarded), City of Winter Haven, City of Gainesville, City of Clearwater, City of Bartow, City of Palm Bay, City of Cooper City, City of Lakeland, City of Boca Raton, City of Coral Springs, City of Pompano Beach, City of Live Oak, City of Delray Beach, City of Hollywood, City of Sarasota, City of Stuart, Town of Davie, Osceola County, Pasco County, Manatee County, Escambia County
- **Our System: Crack Map 3D** - Pavemetrics 2D/3D Laser Crack Measurement System ***(100% continuous coverage, every lane collected, IRI and Rut included)***, **Project Level Crack Intelligence** – Automated Error Tracking - Field Verification (QA/QC) - Pavement Condition Analysis - Crack Map Orthophotography/Geodatabase
- **Technology Focused** - Dual systems (Ladybug5 30MP + HD LiDAR, ~1 million points/sec, **8,000 x 4,000** pixel resolution) – Easy to use standard LAS file (LiDAR) - Street Level Orthophotography - ***12 camera solution/panoramic images, at no additional cost***
- **Software as a Service (SaaS): MicroPAVER - Official PCI calculation - ASTM D6433-11** - Army Corps/DOD developed - **Transmap's MpX tool** - Over 600 cities/counties - ***We can run software for City or provide training (Turnkey solution)***
- **Master Plan as a Service (MPaaS) - 10-year Capital Improvement (CIP) Plan - Budget/Project Level Plans** - Software updates and re-driving with System 6
- **GIS Integration - 20 Year Esri Public Works Solutions Partner** - Web & map-based

Please feel free to call with any questions. I can be contacted at hluxhoj@transmap.com or on my mobile at (614) 886-4100.

Best regards,

Howard Luxhoj, PE
President and CEO
Transmap Corporation

Florida-Regional Office
Tampa, Florida
transmap.com

Transmap · 5030 Transamerica Drive
Columbus, Ohio 43228
P: (614) 481-6799 · F: (614) 481-4017

Chicagoland Office ·
222 W. Merchandise Mart Plaza,
Suite 1225 · Chicago, IL 60654

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Please visit

tmap.pro/FB

for more information.

Aggressive Schedule

PCI Delivery in under 30 days!

Executive Summary

Why Transmap? (Technology Focused and Report Driven)

Transmap has been leading the industry in updating our equipment to the newest technology and coming up with new applications to make a robust data set for pavement and roadway assets. The following information represents our **technology highlights**.

Aggressive Schedule

PCI Delivery in under 30 days!

LiDAR

- Easy-to-use standard LAS files can be loaded into AutoCAD Civil, Esri, etc.
- Over 600,000 returns
- Centimeter level accuracy
- Open source

Laser Crack Measurement System (LCMS)

- 2mm resolution
- Every lane covered
- Crack Map Orthophotography
- Crack Intelligence

Panoramic Images

- 8,000 x 4,000 pixel resolution
- Panoramic image delivery
- Image hosting
- 100% coverage every lane
- 360º view
- Street Level Orthophotography

Recommended Software: MicroPAVER

- Software as a Service (SaaS)
- 48 Transmap/MicroPAVER implementations since 2013
- ONLY APWA Accredited software
- ASTM extraction tool
- Data validation with repeat customers (Historic data)
- Over 600 cities/counties
- Transmap's MpX tool

Transmap System 6

- Truly mobile system that can be shipped to project area
- Trail and Pathway collection
- LiDAR System
- Panoramic System

GIS Experience

- 20 year Esri Business Partner
- Standard GIS deliverables
- GISPs on staff
- GIS integration

Industry Shortcomings – Competitors

Project Understanding

Project Understanding

Transmap understands the City of Fernandina Beach's Pavement Management System project needs. **We believe our approach and plan for this project would be the most beneficial to the City because our only focus has been pavement and roadway asset management for over 24 years.** *Unlike other vendors, Transmap makes actual measurements.*

Work Plan

Kick-off Meeting

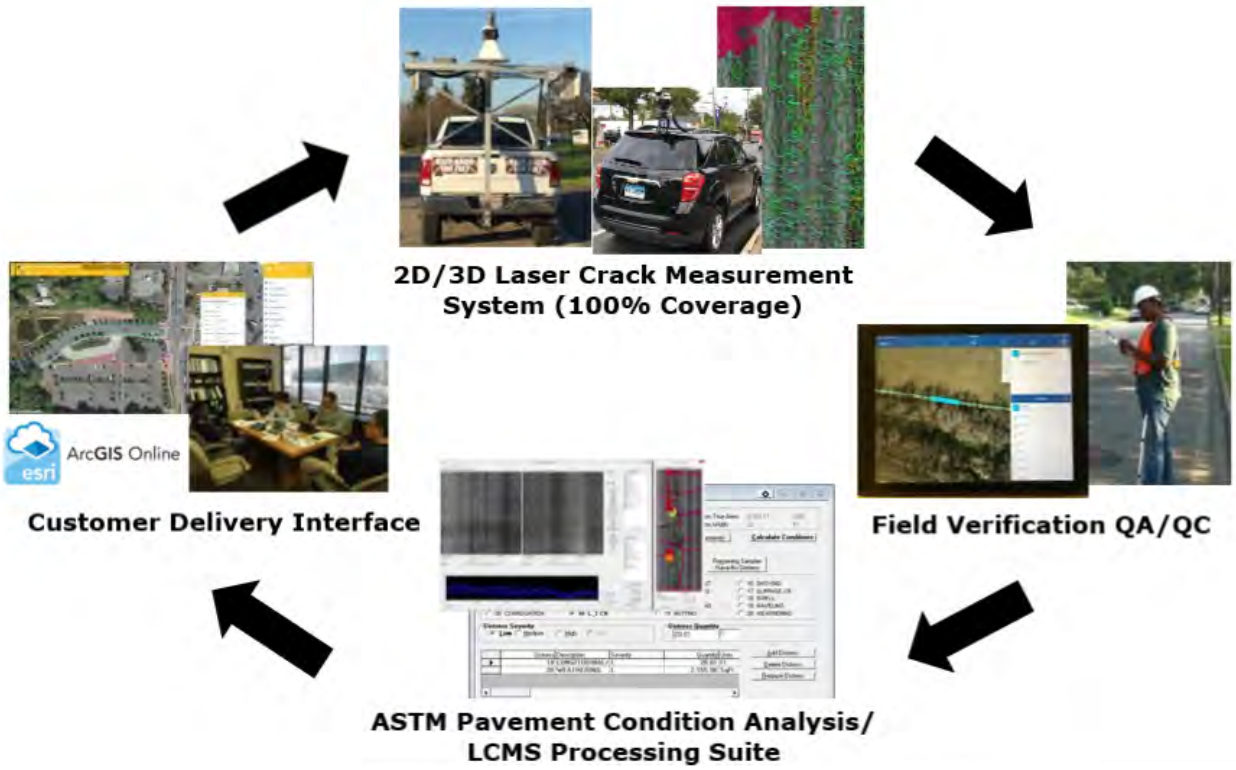
Transmap will hold a kick-off meeting on-site at the City of Fernandina Beach. A Transmap's assigned project manager will be on-site at this meeting. The kick-off meeting will contain a discussion of expectations for the project. The topics discussed at the kick-off meeting will include, but not be limited to, a project overview, scope, methodology, schedule, budget, project team, risk management, communication/public involvement, and finalization of the list of roads to be surveyed.

The following information shows our Pavement Condition Survey process and technology.

Pavement Condition Survey

Pavement Management System: Crack Map 3D

Transmap offers a total pavement management solution that we call **Crack Map 3D**. The flowchart shows how Transmap will conduct this pavement management project for the City of Fernandina Beach.



Equipment

All equipment is owned and operated by Transmap. **We have multiple vehicles in our fleet and can complete the City's desired timeline.** The following information lists our specialized equipment available for the City's project.

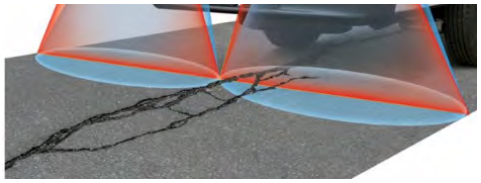
Pavemetrics Laser Crack Measurement System (LCMS) • Laser line projectors • High speed cameras • High resolution 3D profiles of the road • 4m width and 10m length images • 100% coverage of every through lane	
Ladybug5 Camera Systems • 30 MP resolution (8,000 x 4,000 pixel resolution) • ROW images on both sides of each roadway • 360-degree view of the road • 100% coverage of every through lane • Panoramic view	
High Definition Reference LiDAR (Velodyne) • Collects ~1,000,000 points of data every second • Used to determine roadway asset locations and characteristics • Standard easy-to-use LAS files	
Transmap's System 6 • Allows for the data collection of areas that are not usually accessible with our mapping vehicle, such as trails and bikeways • Ladybug5 • Velodyne LiDAR • Used with a pickup truck for Master Plan as a Service (MPaaS) updates	

Collection Method

2D/3D Laser Crack Measurement System (100% Coverage)

Advanced Inspections: Pavemetrics Laser Crack Measurement System (LCMS)

Transmap's ON-SIGHT™ vehicles are equipped with the newest Laser Crack Measurement System (LCMS), which uses laser line projectors (pictured), high speed cameras, and advanced optics to acquire high resolution 3D profiles of the road.



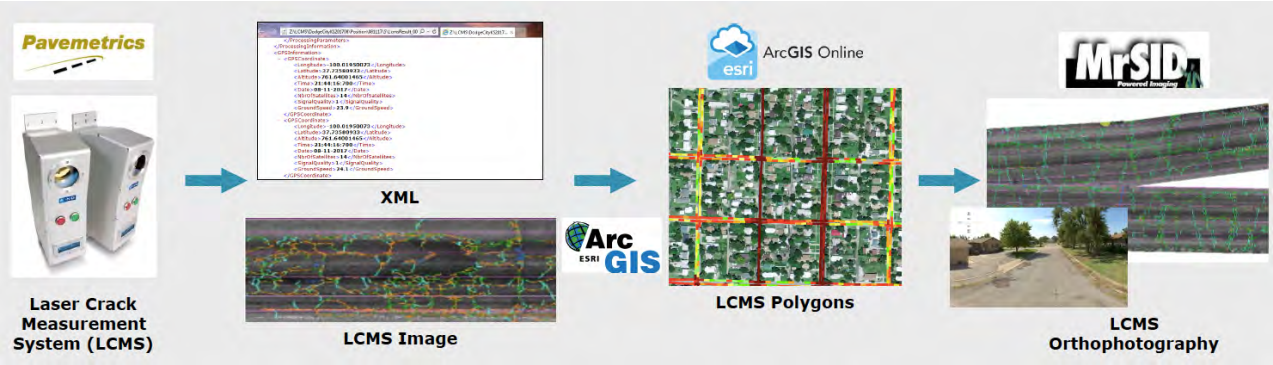
Pavement Condition Survey - 100% Analysis of Roadway

Transmap will perform a continuous survey (***100% continuous coverage, every lane collected***) of the City's street network, using **ASTM D6433** distress level survey standards for entry into the City's pavement management system.

LCMS Features: LCMS Models and Delivery

The LCMS **continuously captures detailed surface conditions** while in motion. The image capture is made of 4m width and 10m length images that are collected constantly as the vehicle moves down the road. Transmap will drive in both directions (all lanes) for a complete (100%) view of all surface distresses and can deliver a complete **Crack Map** of surface distress data. ***A Crack Map shows the cracking of a road over a .jpeg image (LCMS image pictured in graphic below).*** **Transmap's Crack Map images can be viewed in the City's GIS as a MrSID layer. We are the <u>only company</u> that provides a complete view of every lane's cracking as a layer in GIS. <u>Transmap customers receive a crack GIS file of all lanes and roads</u>.** The LCMS technology process is depicted.

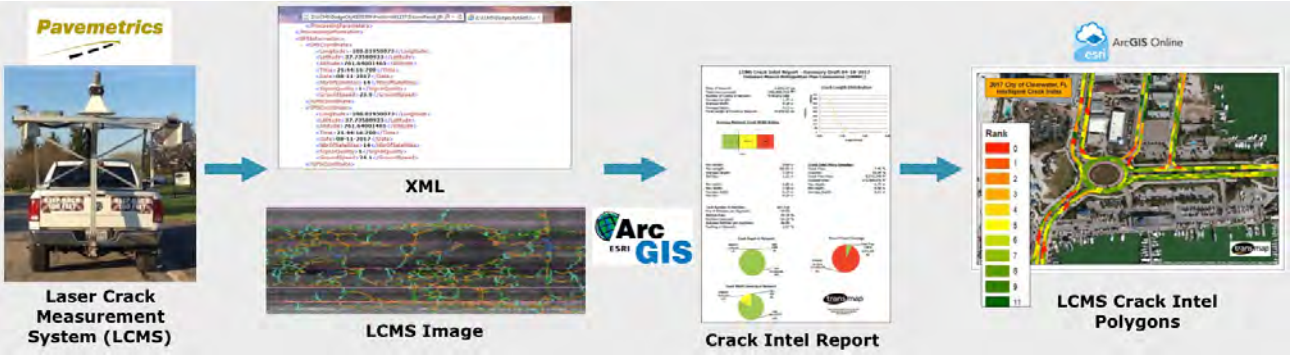
LCMS: Every pavement distress in the customer's network is captured, analyzed, and categorized for severity.



Transmap Project Level Assessment

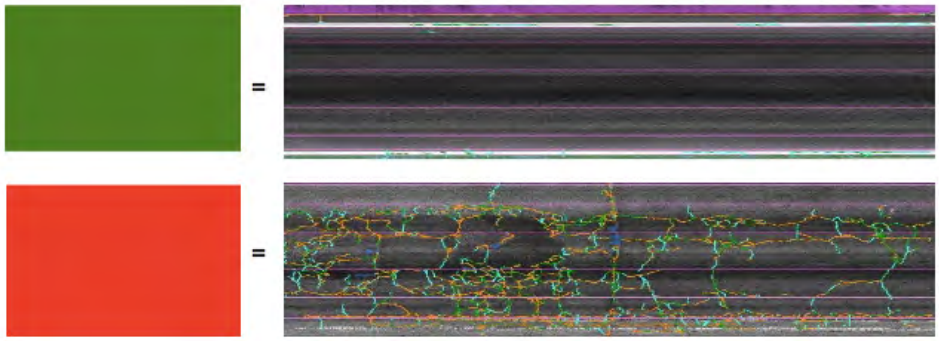
Transmap is not like other vendors. We start at a project level assessment, using our Project Level Crack Intelligence. We use our **Project Level Crack Intelligence** to see where the system recorded no cracks or excessive cracks. **Automated Error Tracking** is used throughout this process. Transmap's data displays LCMS polygons continuously down the road that record every crack in the system. Our Project Level Crack Intelligence data process is pictured on the following page. Also depicted below (far right image) is a road image for a **red box (high level of cracking)** and a **green box (low level of cracking)** displayed in our pavement crack intel.

Crack Intel: Crack information automatically computed with statistical analysis and rated accordingly to the customer's own network.



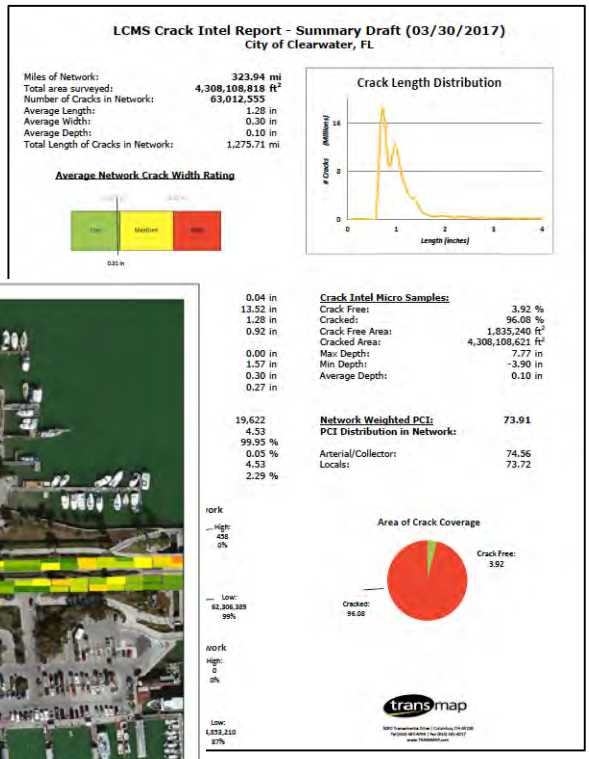
Crack Intel Data

- **Project level**
- **Every crack in network**
- **Hot spots**
- **Potholes**
- **Man-made objects**



Project Level Crack Intelligence Reporting

Transmap can deliver a Project Level Crack Intelligence report (pictured) to our clients. Our crack intelligence reports show the length, width, depth, and measurements of each and every crack in a roadway network (100% coverage). A crack intelligence Esri geodatabase will be delivered (pictured below).



LCMS Crack Intel Report - Summary Draft (03/30/2017)
City of Clearwater, FL

Miles of Network:	323.94 mi
Total area surveyed:	4,308,108,818 ft²
Number of Cracks in Network:	63,012,555
Average Length:	1.28 in
Average Width:	0.30 in
Average Depth:	0.10 in
Total Length of Cracks in Network:	1,275.71 mi

Average Network Crack Width Rating

Crack Length Distribution

0.04 in	
13.52 in	
1.28 in	
0.92 in	
0.00 in	
1.57 in	
0.30 in	
0.27 in	

Crack Intel Micro Samples:

Crack Free:	3.92 %
Cracked:	96.08 %
Crack Free Area:	1,835,240 ft²
Cracked Area:	4,308,108,621 ft²
Max Depth:	7.77 in
Min Depth:	-3.90 in
Average Depth:	0.10 in

19,622	
4.53	
99.95 %	
0.05 %	
4.53	
2.29 %	

Network Weighted PCI: 73.91

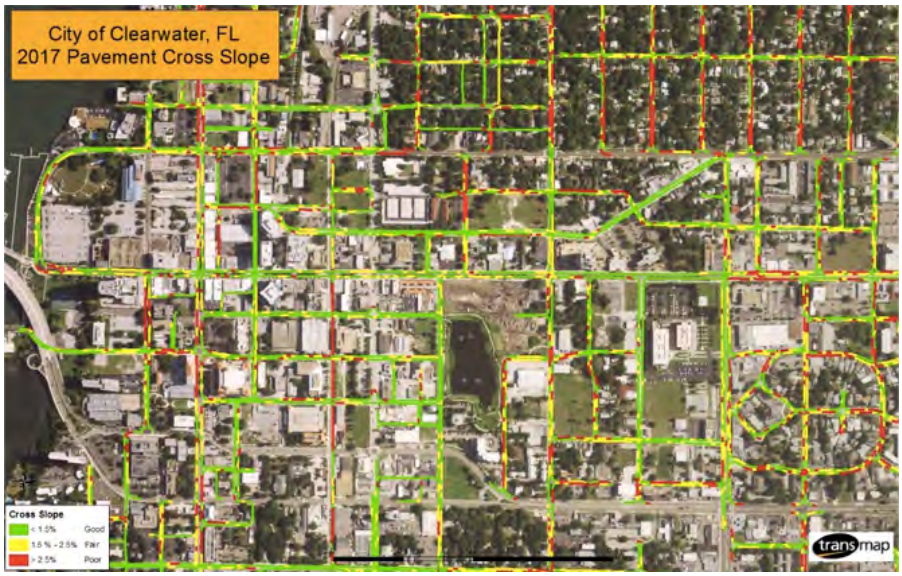
PCI Distribution in Network:

Arterial/Collector:	74.56
Locals:	73.72

Area of Crack Coverage

LCMS 3D Analysis

Transmap can deliver a complete **Crack Map depicting the 3D characteristics** of the surface distress data, including depth. We also collect all slope and cross slope data. An example of our cross slope data is pictured.



ON-SIGHT™ HD Imaging Deliverable

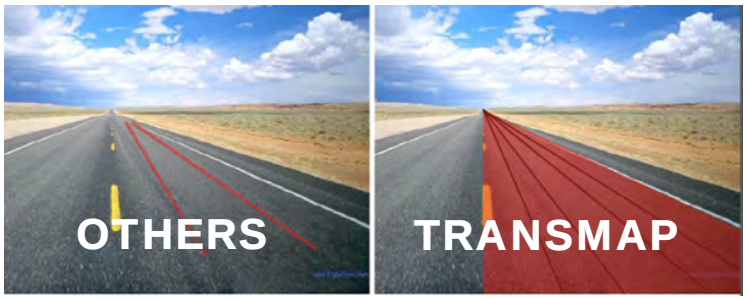
Transmap's images are open source. The LCMS images, as a deliverable, provide our customers with cracking data, along with our **panoramic 8,000 x 4,000 pixel resolution images**. Our online panoramic image viewer is pictured. These images are delivered to our customers and can be used for asset condition analysis.

Crack Map Orthophotography

The image to the right is a MrSID compression file (**Crack Map Orthophotography**) of LCMS data displayed in map format. Any distress picked up from the LCMS laser measurements is superimposed onto the .jpeg images and then laid flat on the centerline. The ASTM severity level standards are displayed in colors over the exact location of the cracks to easily distinguish between different severities of the pavement.

Roughness and Rutting Data

The International Roughness Index (IRI) will be captured using **ASTM E1926 standards**. **<u>The 4,000+ points of our combined lasers are far more advanced than a typical 3 or 5 point laser</u>.** The rutting depth will be delivered as a minimum, maximum, and average per wheel path and the IRI data can be delivered as a value over the whole section of pavement. The IRI data represents the total anticipated vertical movement a vehicle would experience over a given stretch of road.

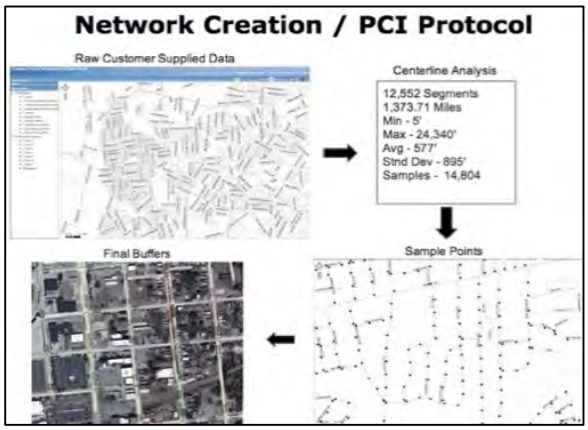


Quality Assurance / Quality Control

Our vehicles go through an intensive QA/QC process for calibration. Our calibration files are sent to ODOT for analysis. ***"Your IRI values are exactly where they should be. Generally, we see a run that is a little different than the others, but all ten of these are dead on. These are the most repeatable profiles that I have seen…you are extremely repeatable. You just don't get much better than that."*** *- Ohio Department of Transportation (ODOT) Representative*

Network Creation

The creation of the network starts with the City's centerline file. From the centerline file, Transmap performs an analysis and looks at the number of segments, total centerline miles, minimum and maximum segments, and average length. The ownership of the roads is important. If the City has roads in their file that they do not maintain, those roads should not be included in the final network. **Any updates can seamlessly be added to the network, along with any M&R activities.**



The next step is to create the pavement network in ASTM format, which includes branch, segment and management sections (samples). Transmap performs the network creation process in the GIS and loads the centerline file into the pavement management system, so we can assure that all segments and segment ID's match from GIS to Pavement Management.

Pavement Distress Analysis (ASTM D6433)

The only extraction method performed by Transmap is ASTM D6433. We do not use a proprietary solution. ASTM D6433 distresses will be extracted, along with severity. Our ASTM Extraction Tool is pictured below (mobile and desktop solutions).

Designation: D6433 - 11

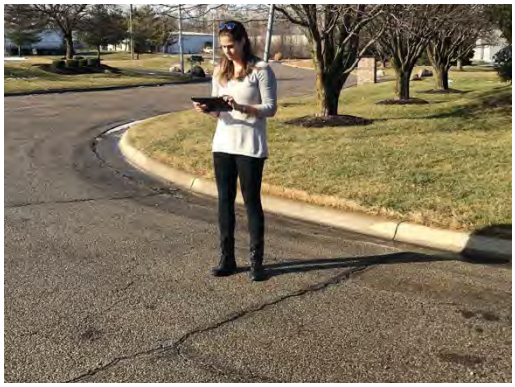
Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys[1]

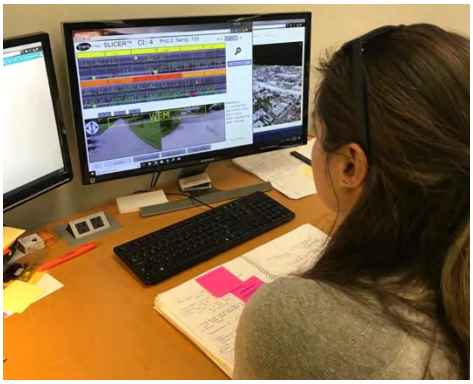
1. Scope

2. Terminology

INTERNATIONAL

Standards Worldwide





Field Verification (QA/QC)

Transmap's official walkout QA/QC expert has over 11 years of pavement analysis experience and does not make the initial measurements. We use our **Project Level Crack Intelligence** (pictured) to see where the system recorded no cracks or excessive cracks. **Automated Error Tracking** is used throughout this process. Transmap's data displays LCMS polygons continuously down the road that record every crack in the system. We have written proprietary algorithms that code for standard deviation between how many cracks were collected and what the final PCI is for each section. Transmap's QA/QC process ensures that the final data delivery will meet the requirements established by the City of Fernandina Beach's project.

Customer Delivery Interface

Esri Developer

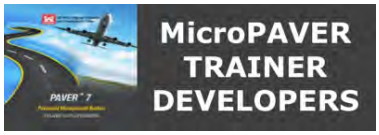
Transmap is a 20 year Esri Public Works Partner/Developer and in good standing.
We are the only vehicle-based pavement and asset management company hired by Esri to collect roadway infrastructure data. **We incorporate all collected pavement and asset data in the client's existing GIS.** Transmap makes sure all GIS data is formatted with proper unique IDs and attributes that allow seamless integration with the City's GIS data.

ArcGIS Online

Transmap can host our client's data on our servers for easy access over the internet. This allows for multiple users to view and use the data in their web browser. The City will own all of the data. The customer can view their PCI data, LCMS data, and images in this viewer.

Recommended

Software as a Service (SaaS)



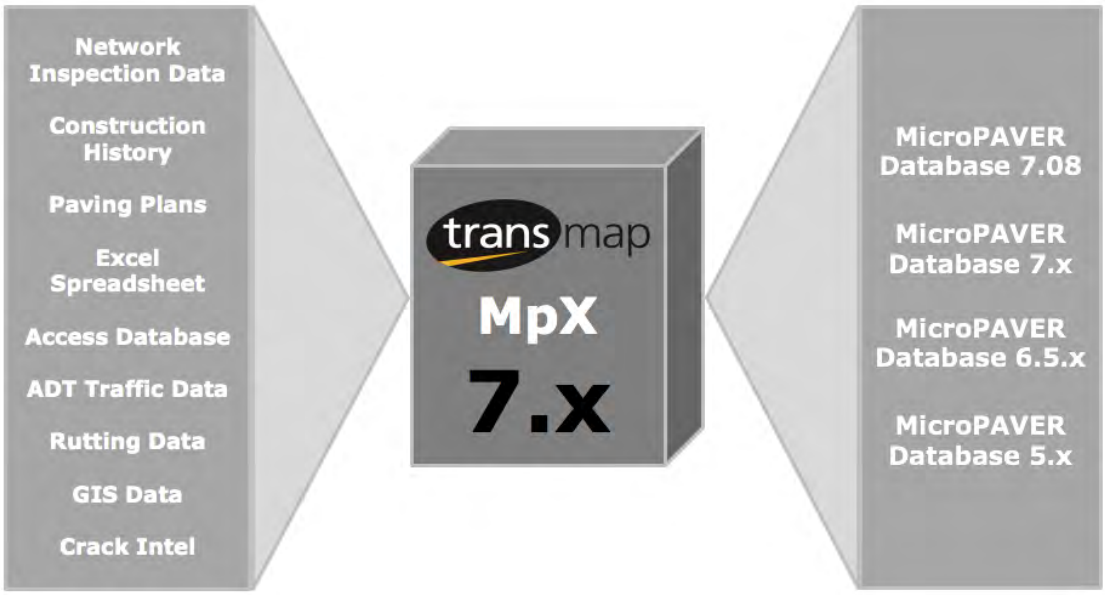
Recommended APWA Accredited Pavement Condition Analysis Software (ASTM D6433-11): MicroPAVER

Transmap's system-wide solution for pavement management is MicroPAVER, *which is the official PCI calculation developed by the Army Corps of Engineers*. Over 600 cities and counties are using MicroPAVER. **Transmap can run MicroPAVER for the City.** MicroPAVER provides pavement management capabilities to develop and organize pavement inventory, assess the current condition of pavements, develop models to predict future conditions, report on past and future pavement performance, develop scenarios for M&R based on budget or condition requirements, and plan projects.

Transmap follows ASTM D6433-11 standards for all pavement management projects and recommends the AWPA certified MicroPAVER system. **MicroPAVER is the only APWA accredited pavement management software system.**

Transmap's MicroPAVER Exchange (MpX) Tool

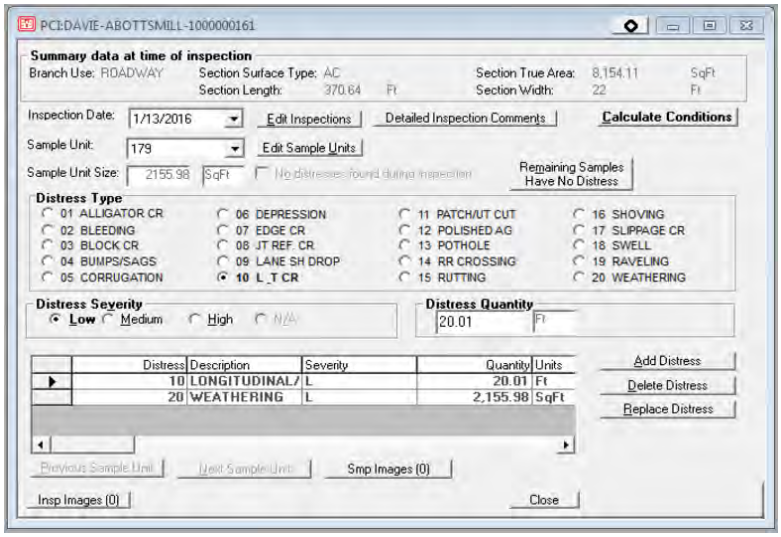
Our MicroPAVER Exchange (MpX) tool was developed by Transmap in 2003. This tool is used by Transmap to get our data (and our customer's data) into MicroPAVER. It is constantly upgraded to follow MicroPAVER. The MpX tool is a seamless process with flexible input and output of data.



PCI Calculations

To assess pavement condition, MicroPAVER uses the Pavement Condition Index (PCI) as its primary standard. The PCI measures pavement condition on a scale from 0 (worst) to 100 (best). ASTM has adopted the PCI as standard practice for roads (D6433).

The image to the right shows the Town of Davie, Florida's data in MicroPAVER software.

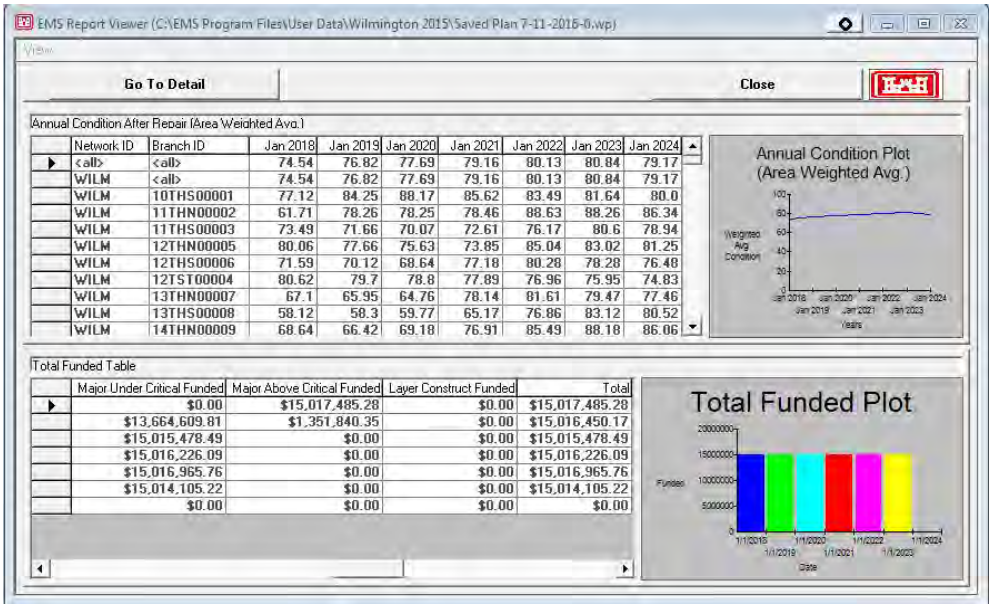


Open Source

Our data is open source and non-proprietary. We can format our data into any Pavement Management Systems.

Condition Analysis

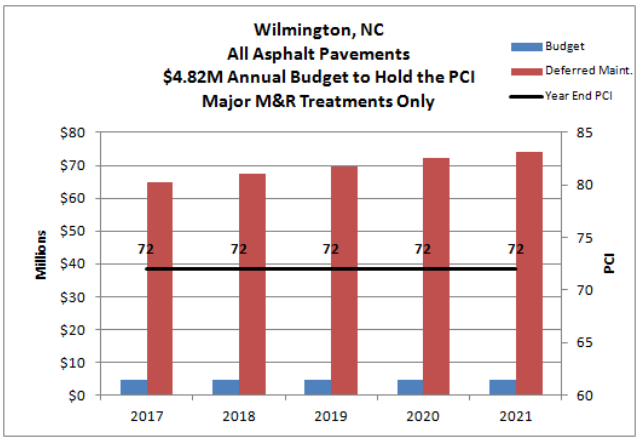
The Condition Analysis feature allows users to view the condition of the entire pavement network or any specified subset of the network. This feature reports past conditions based on prior interpolated values between previous inspections, as well as projected conditions based on prediction models. ***In MicroPAVER, conditions can be viewed as GIS maps in addition to tables and graphs.***



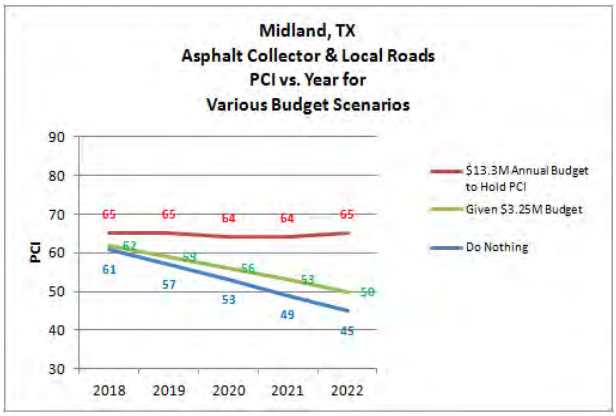
Historic Data Validation

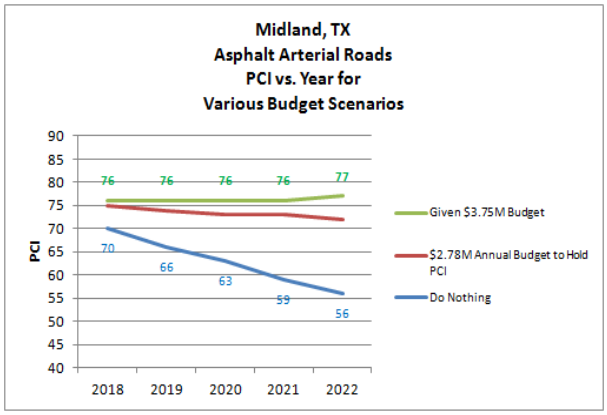
Our new technology solutions will seamlessly be integrated with the City of Fernandina Beach's previous surveys. Transmap has experience (with repeat customers) migrating historic data with new data to create performance curves. Transmap's data is used to validate funding levels. The following tables and charts, created for Transmap's repeat customers, demonstrate the pitfalls of deferred maintenance. When the proposed funding level suggested by Transmap is not met, then the pavement PCI will continue to deteriorate. If you do not fund infrastructure now, the cost of deferred maintenance will become astronomical. Do not postpone deferred maintenance funding.

City of Wilmington, NC (Repeat Customer)	
2011	**2015**
407 Miles	405 Miles
Average Network PCI=82	Average Network PCI= 72
MicroPAVER Analysis	MicroPAVER Analysis
MicroPAVER Performance Curve	MicroPAVER Performance Curve
Did not spend the required budget to keep network from dropping	Now spending required budget to keep network from dropping



City of Midland, TX (Repeat Customer)	
2014	**2017**
572 Miles	609 Miles
Average Network PCI=71	Average Network PCI= 65
Worst-First Analysis	MicroPAVER Analysis
PCI Drop by Range of 1.5 to 3.25 points per year	MicroPAVER Performance Curve
Given Annual Budget: Pave Restore $1.0M and $5.0M for Mill and Overlay	Annual Budget **Required**: Arterial Roads $3.75M Collector & Local $13.3M
Inadequate Annual Budget allowed PCI to Drop to a 65 in 2017.	Total Budget Required to Maintain Existing PCI = $17.05M





Reporting

transmap Customer Service Focused

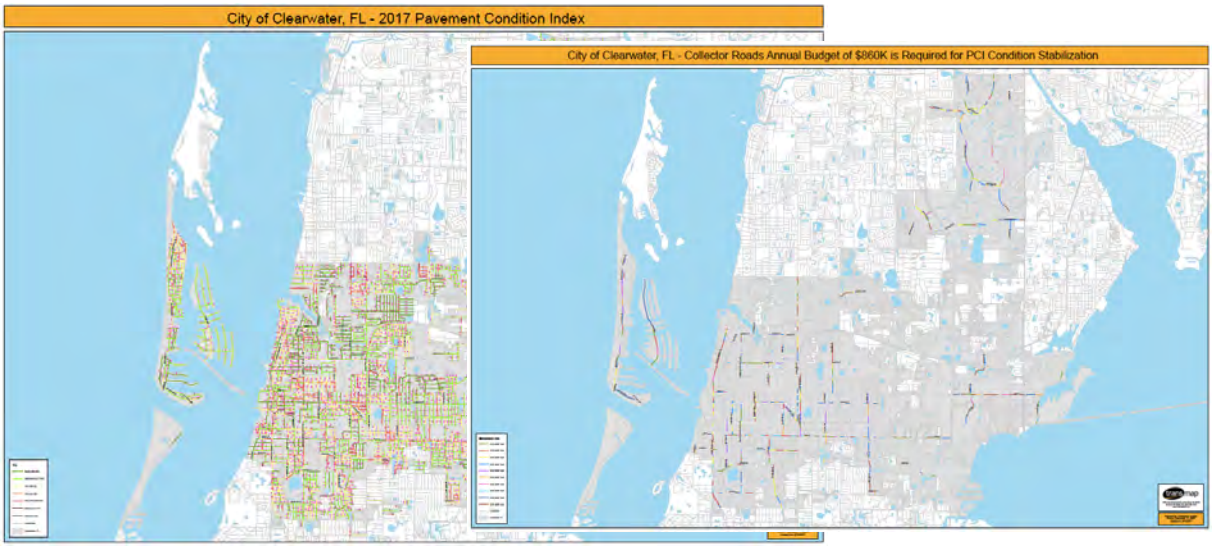
- **On-Site Boot Camp**
- **P.E. 35 Years of Experience**
- **On-Call Reporting Support**
- **Paper & Digital Maps/ Reports**
- **Council Presentations**

On-Site Pavement Management Practice Definition Meeting (Boot Camp)

Transmap will look at the level of service that the City's constituents demand. **System planning** will also be part of the meeting, which will include looking at the City's hardware and software needs. Transmap has successfully managed boot camps for many customers. During the boot camp, we review any current Maintenance and Rehabilitation (M&R) practices that the City is using. The main focus is to gather information on M&R practices and pricing. The boot camp is the foundation for the reporting task, which would be specific to the City's needs. **Transmap can provide recommendations of funding levels based on the pavement analysis.**

Robust Reporting: Maintenance & Repair Activities

All factors used in determining the M&R or construction activity (to apply or the costs to use) can be configured to reflect your pavement management practices and costs. M&R work planning is used to see the effects of different budgets and work plans on future conditions. **Transmap's reporting always includes easy-to-interpret tables and maps. Transmap can provide the City with a 10-year Capital Improvement Plan (CIP).** CIPs consist of the following budget scenarios: *Unconstrained, Constrained, Backlog elimination, PCI hold, Current budget, Total system need (fix everything), Do nothing, Network evaluation.*



Budget and Pavement Condition Index (PCI) Map - City of Clearwater, FL

Work History

Transmap has extensive experience with historic data migration. The following images are screen captures of work history for our customer, the City of Mesa, AZ. The City of Mesa had expansive work history dating back to the mid '80s.

ROADWAYS-MAINST-AMN01B

Work | Graphs

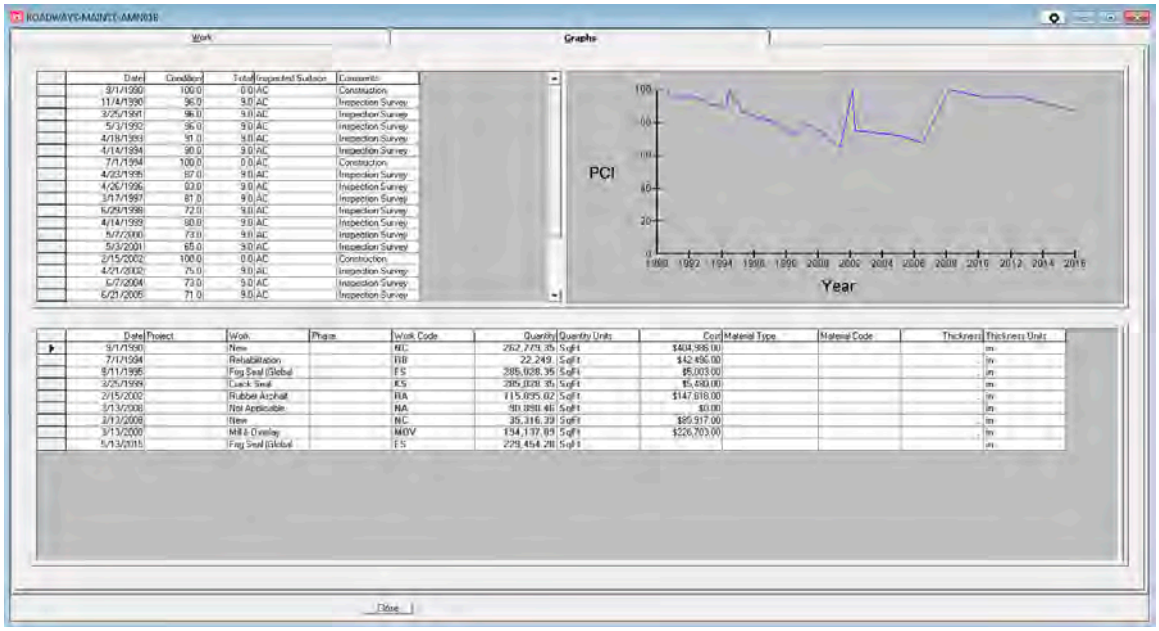
History

Date	Project	Phase	Work	Work Code	QUANTITY	Quantity Units	Cost	Material Type	Material Code	THICKNESS	Thickness Units	Comments	Major MR	Work Completed
9/1/1990			New Construction (Major MR)	NC	262,779.3	SqFt	$404,986.0			.	in	NEW CONSTRUCTION	Yes	Yes
7/1/1994			Rehabilitation (Global MR)	RB	22,249.	SqFt	$42,496.00			.	in	REHABILITATION -- W/D	Yes	Yes
9/11/1995			Fog Seal (Global MR)	FS	285,028.3	SqFt	$5,003.00			.	in	FOG SEAL	No	Yes
3/25/1999			Crack Seal (Global MR)	KS	285,028.3	SqFt	$5,480.00			.	in	B.P. 99-09	No	Yes
2/15/2002			Rubber Asphalt (Major MR)	RA	115,895.0	SqFt	$147,818.0			.	in	PROJECT 99-56.1 SOUTH I/2	Yes	Yes
3/13/2008			Not Applicable (Global MR)	NA	90,890.46	SqFt	$0.00			.	in	MN01B LOSSED 8444SY OF	No	Yes
3/13/2008			New Construction (Major MR)	NC	35,316.39	SqFt	$85,917.00			.	in	THE N/C WAS THE W/D AS	Yes	Yes
3/13/2008			Mill & Overlay (Global MR)	MOV	194,137.8	SqFt	$226,703.0			.	in	AS PART OF THE LIGHT RAIL	Yes	Yes
5/13/2015			Fog Seal (Global MR)	FS	229,454.2	SqFt				.	in	FOG SEAL	No	Yes

New | Delete | Close

Work History – City of Mesa, AZ

The graph in the following image provides a visual of the rise and fall throughout the years with inspection history.



Work History – City of Mesa, AZ

On-Site APWA MicroPAVER Training

Transmap uses the only APWA certified trainer, Scott McDonald, to train all of our clients. A representative from Transmap who has completed advanced MicroPAVER training will be on-site speaking about the data Transmap collected. The City can obtain a Professional Development Credit (PDH) from completing the training. The training will happen after collection activities, so all of it will be based on the City's data. *The certificate is from a 2017 MicroPAVER training session with the City of Boca Raton, FL.*

Certificate of Professional Development

transmap DENNIS GIRISGEN, PE

Boca Raton, FL

Has successfully completed

PAVER™ 1 Training

March 28th - 29th, 2017

City of Boca Raton, FL

Credit Hours: 12

Howard Luxhoj, PE
President/CEO
Transmap Corporation

Scott J. McDonald, APM
APWA Training and Support Center Specialist
Farnsworth Group, Inc.

City Commission Presentations

Transmap can assist in preparing a new **business model** to present to City Commission. We will update current and future funding scenarios to achieve an acceptable PCI rating and determine which streets should receive a higher level of service. (Note: The City of Wilmington, North Carolina received a $22 million dollar bond over four years because of Transmap's reporting/analysis.) *The image below to the right is of our Vice President, Craig Schorling, GISP, presenting to the City of Hollywood, Florida's City Commission.*

Optional - Master Plan as A Service (MPaaS)

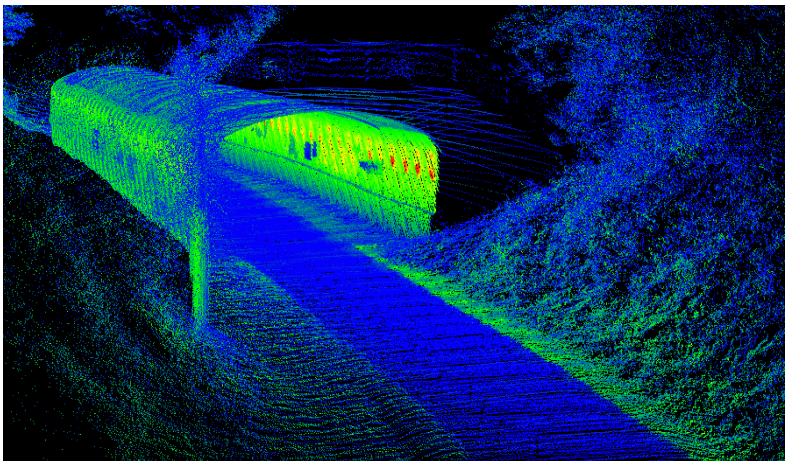
Transmap can use System 6 to re-run all the updated roads to produce a new image dataset. We can update any reports associated with M&R updates, and re-run CIP plans. System 6 is used on a pickup truck for Master Plan as a Service (MPaaS) updates (pictured to the right).

Additional Value – Roadway Asset Collection

Transmap's technology allows for roadway asset extraction to be completed at a later date without re-mobilizing to the City.

Optional Roadway Asset Management - Dual Systems

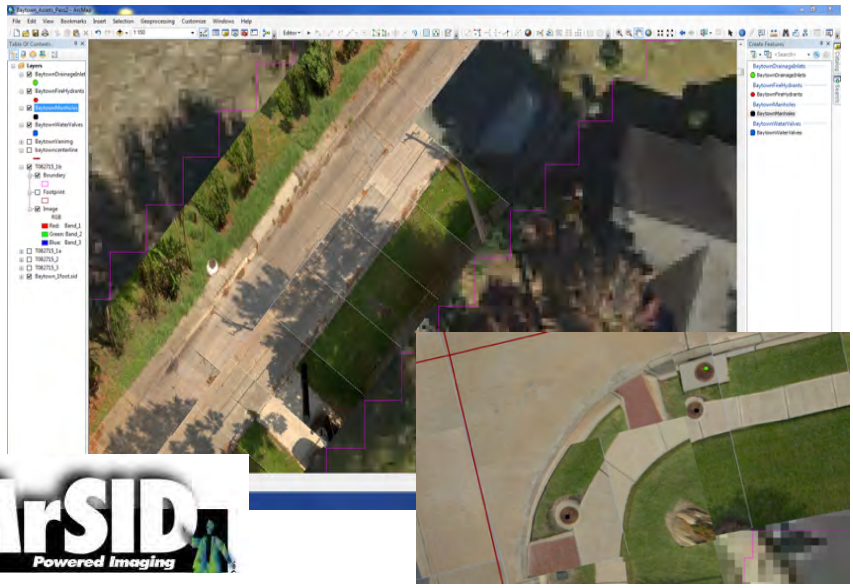
Transmap uses state-of-the-art LiDAR imagery (pictured to the right), which is part of our ON-SIGHT™ Mobile Mapping System, to collect roadway assets. Our new LiDAR system can easily be processed into standard LAS files for delivery. LiDAR technology has greatly improved since our last inspection of the City's infrastructure. Transmap has built a sign detection tool that uses intensity values from the LiDAR to detect signs.



The ON-SIGHT™ Mobile Mapping System

Right-of-Way (ROW) images on both sides of each roadway will be captured for a 360-degree view of the road.

- 100% coverage of every through lane
- **Ladybug5** camera system
- 8,000 x 4,000 pixel resolution
- Street level orthophotography (pictured to the right)
- **Following information explains our LiDAR data process**



LiDAR: A 360-degree rotation, high frequency, collection of data points for all infrastructure along the roadway, which is processed into meaningful information.

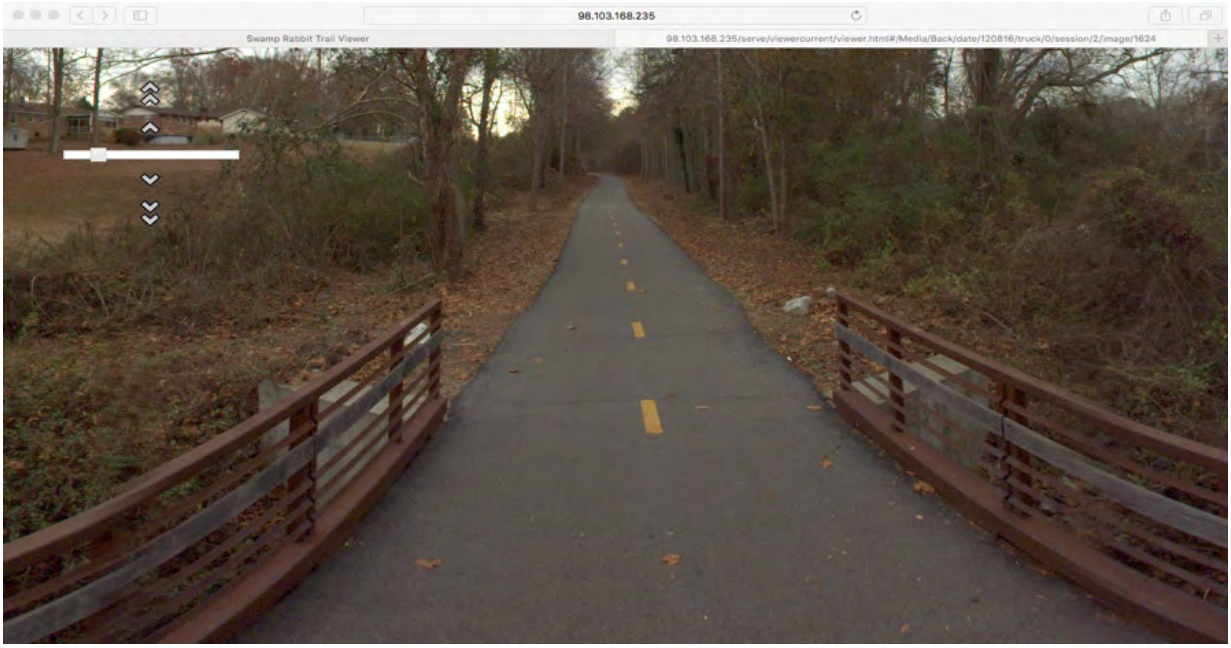
Optional ROW Asset Collection

Transmap can collect roadway assets for the City including **signs, ADA ramps, sidewalks, streetlights, pavement markings and striping, gutters, manholes, inlets, trails, bikeways, etc.** **Our robust attribution, for each roadway asset, is what sets us apart from other vendors in the industry.** We can also complete an *MUTCD Nighttime Sign Assessment* to test retroreflectivity. The following process chart depicts our process for collecting/extracting assets.

Street Level Orthophotography (Terrestrial Ortho) - Photogrammetry: Global Positioning System (GPS) / Inertial Navigation System (INS) high resolution visual coverage of infrastructure that can be processed, rectified and compressed to create a current 'under the canopy' basemap.

Optional - Trail and Bikeway Collection

Our brand new mobile mapping technology (System 6) allows for the data collection of areas that are not usually accessible with our mapping vehicle, such as trails and bikeways. This system is also equipped with one Ladybug5 and two high definition Velodyne LiDAR systems. Our System 6 viewer is pictured to the right. A zoomed in trail asset map and map key are pictured below.



Similar Work Completed

Florida Pavement/Asset Management Projects (ASTM D6433-11)

City of Panama City	City of Tamarac	City of Bartow	City of Winter Haven
City of Palm Coast	Putnam County	City of Palm Bay	City of Coral Springs
City of Lakeland	City of Boca Raton	City of Sarasota	City of Pompano Beach
City of Live Oak	City of Hollywood	Escambia County	City of Delray Beach
City of Clearwater	Town of Davie	City of Gainesville	City of Oakland Park
The Villages	Hillsborough County	Martin County	City of Bonita Springs
Manatee County	Osceola County	Pasco County	City of Cooper City

Project Profiles

The following pages include Project Profiles for recent pavement management projects completed by Transmap. ***All project Pavement Condition Index (PCI) schedules were completed on-time and within original budgets.***

City of Gainesville, FL
Gainesville, FL

CLIENT REFERENCES:

Debora Rivera, PE, Operations Manager
405 NW 39th Avenue
Gainesville, FL 32609
(352) 393-8116
riveradm@cityofgainesville.org

2017:

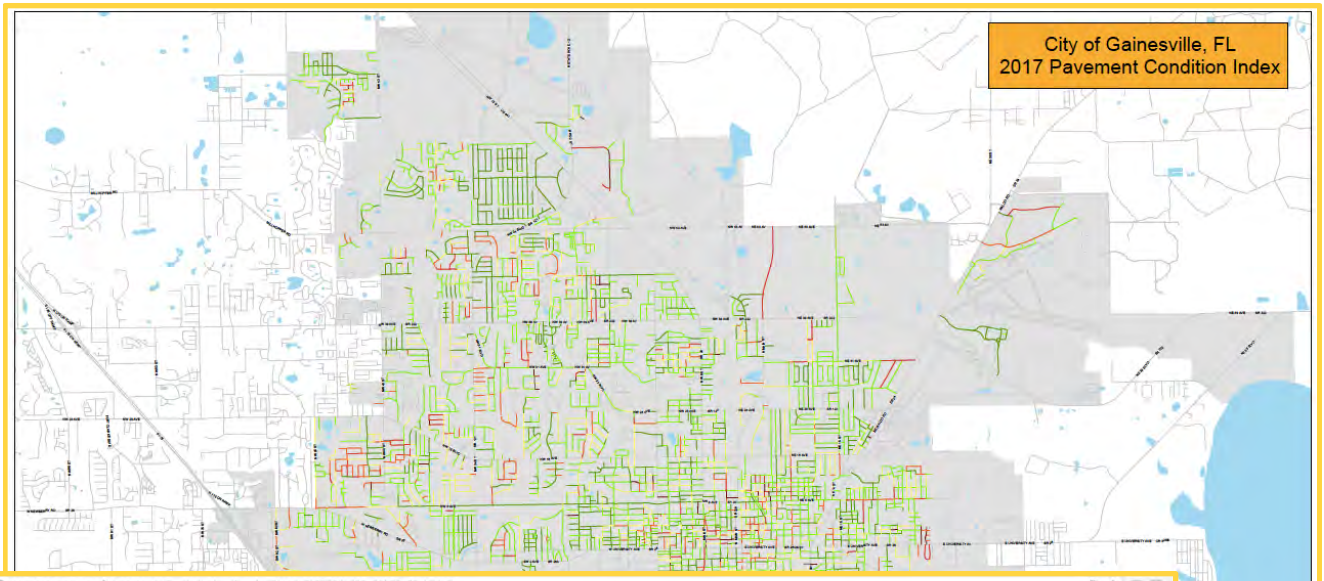
- **408 centerline miles of pavement inventoried**
- **Crack intel reporting**
- **Preventative maintenance reporting**
- **ADA ramps collected with robust attribution**
- **On-site Boot Camp**
- **MicroPAVER training**

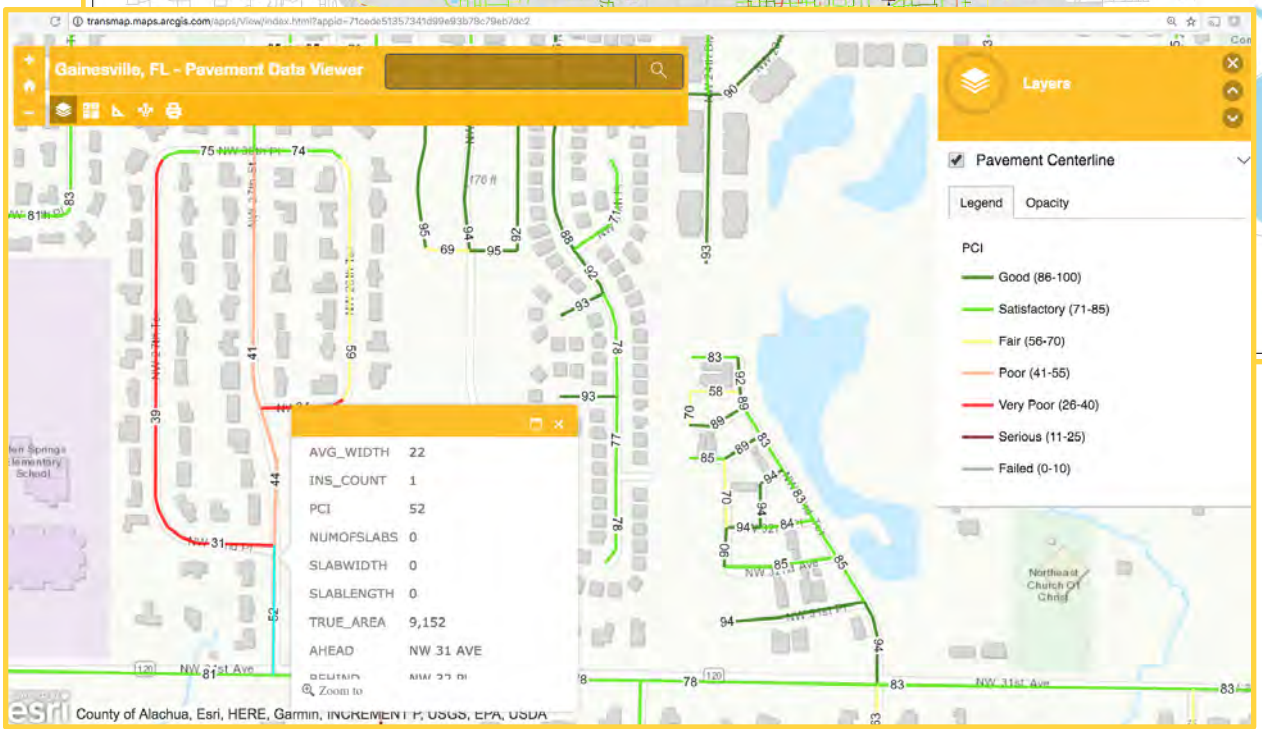
esri Public Works PARTNER

MicroPAVER TRAINER DEVELOPERS

ArcGIS Online

ASTM INTERNATIONAL Standards Worldwide





"The City of Clearwater contracted with Transmap to evaluate the streets in one City neighborhood. That effort went well, so the work was expanded to the evaluation of the entire City street network. Transmap has been very responsive on this project, delivering the results within 41 days of their commencement of work."

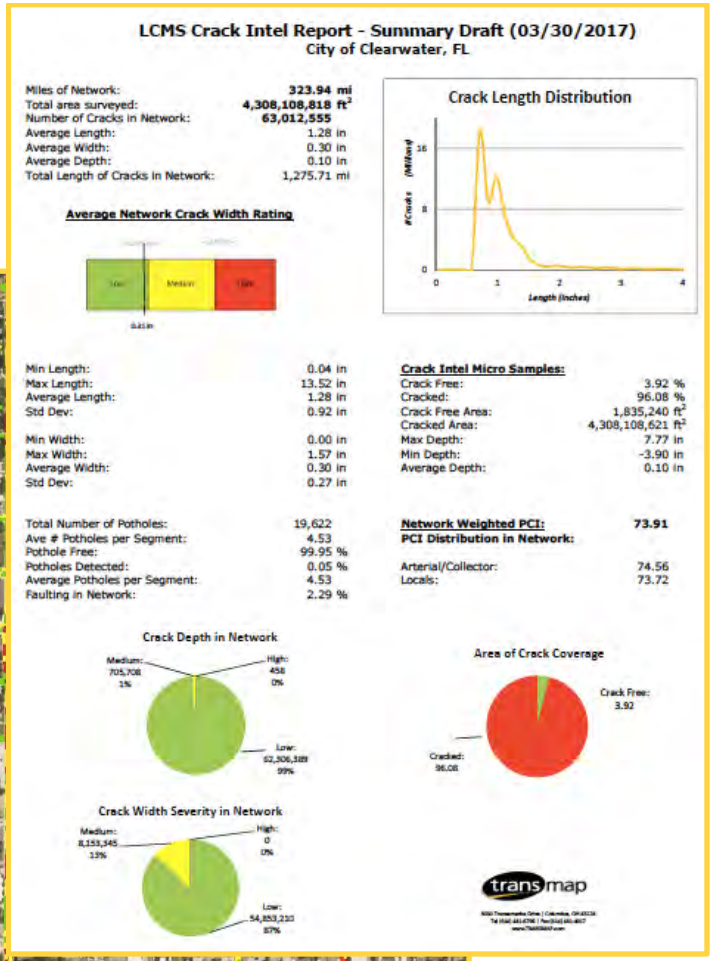
Scott Rice, PE

CLIENT REFERENCES:

Scott Rice, PE, Asst. Engineering Director
100 South Myrtle Avenue, Room 220
Clearwater, FL 33756
(727) 562-4781
scott.rice@myclearwater.com

Nabil Bawany, E.I., Engineering Specialist
100 S. Myrtle Avenue, Room 220
Clearwater, FL 33756
(727) 562-4788
nabil.bawany@myclearwater.com

324 Centerline Miles / 650+ Lane Miles in 41 Days



LCMS Crack Intel Report - Summary Draft (03/30/2017)
City of Clearwater, FL

Miles of Network:	323.94 mi
Total area surveyed:	4,308,108,818 ft²
Number of Cracks in Network:	63,012,555
Average Length:	1.28 in
Average Width:	0.30 in
Average Depth:	0.10 in
Total Length of Cracks in Network:	1,275.71 mi

Crack Length Distribution

Average Network Crack Width Rating

Min Length:	0.04 in
Max Length:	13.52 in
Average Length:	1.28 in
Std Dev:	0.92 in
Min Width:	0.00 in
Max Width:	1.57 in
Average Width:	0.30 in
Std Dev:	0.27 in

Crack Intel Micro Samples:

Crack Free:	3.92 %
Cracked:	96.08 %
Crack Free Area:	1,835,240 ft²
Cracked Area:	4,308,108,621 ft²
Max Depth:	7.77 in
Min Depth:	-3.90 in
Average Depth:	0.10 in

Total Number of Potholes:	19,622
Ave # Potholes per Segment:	4.53
Pothole Free:	99.95 %
Potholes Detected:	0.05 %
Average Potholes per Segment:	4.53
Faulting in Network:	2.29 %

Network Weighted PCI: 73.91

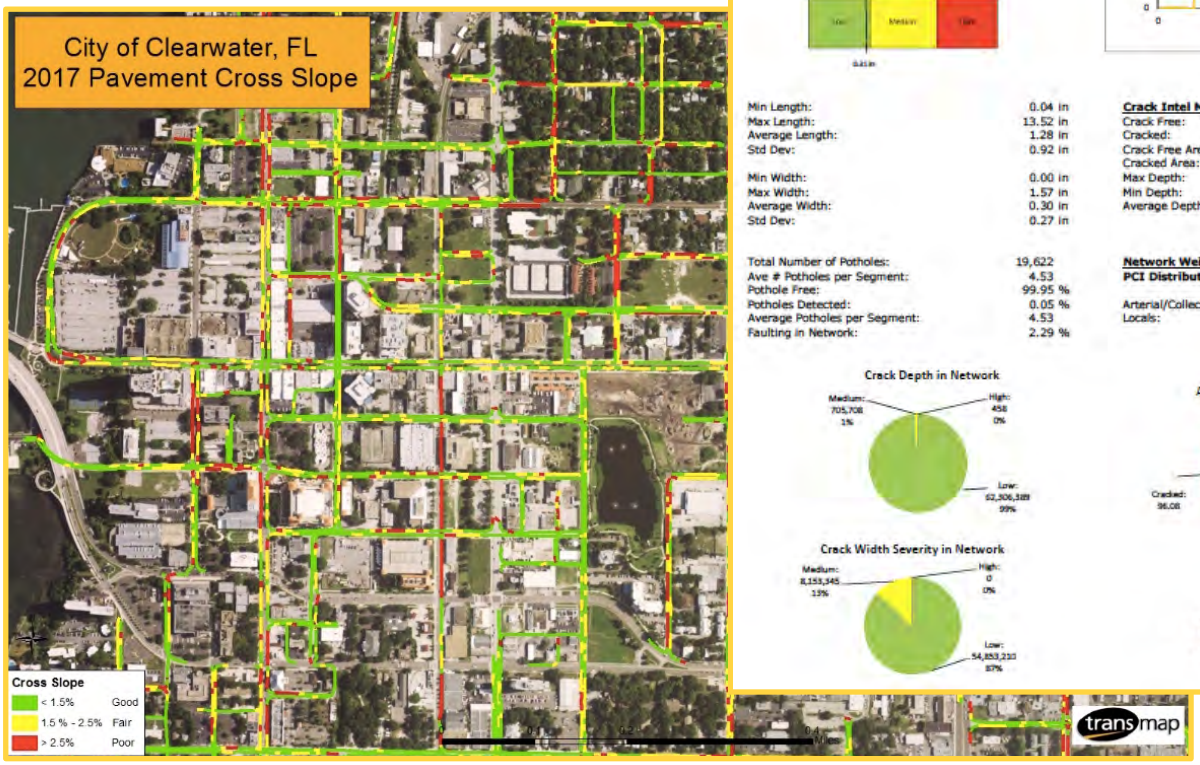
PCI Distribution in Network:

Arterial/Collector:	74.56
Locals:	73.72

Crack Depth in Network

Area of Crack Coverage

Crack Width Severity in Network



City of Palm Coast, FL
Palm Coast, FL

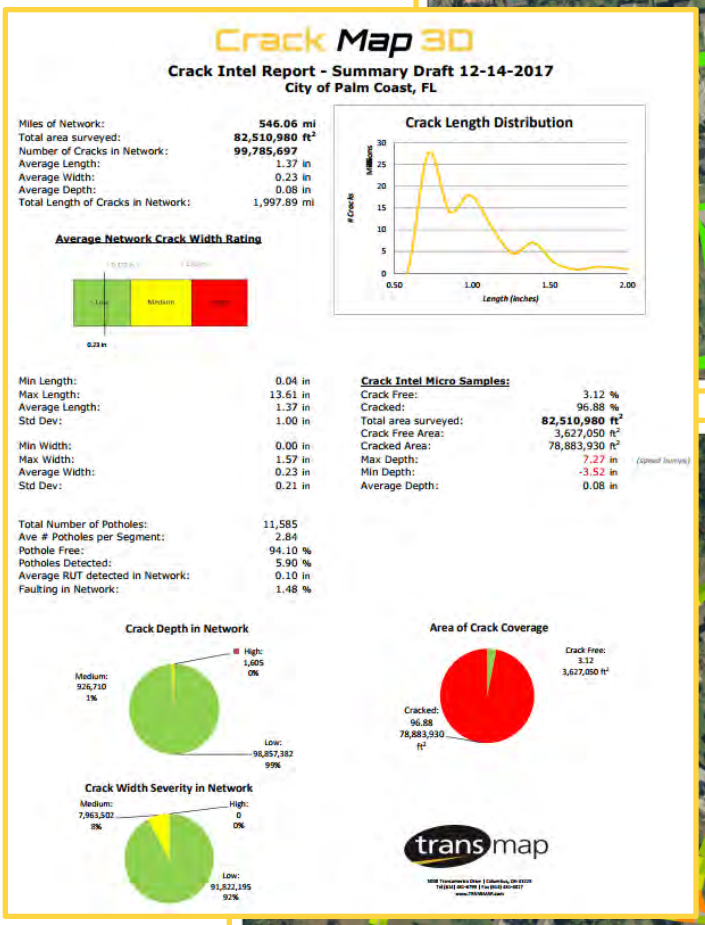
CLIENT REFERENCES:
Sean Castello, PE, Project Manager
Palm Coast City Hall Engineering
160 Lake Avenue , 2nd Floor
Palm Coast, FL 32164
(386) 986-4758
scastello@palmcoastgov.com

2017:

- **546 centerline miles of pavement and roadway assets inventoried**
- **Crack intel reporting**
- **On-site Boot Camp**
- **Pavement markings and striping**
- **Trails and Pathways**

esri
Public Works
PARTNER

MicroPAVER
TRAINER
DEVELOPERS



Crack Map 3D

Crack Intel Report - Summary Draft 12-14-2017
City of Palm Coast, FL

Miles of Network:	546.06 mi
Total area surveyed:	82,510,980 ft²
Number of Cracks in Network:	99,785,697
Average Length:	1.37 in
Average Width:	0.23 in
Average Depth:	0.08 in
Total Length of Cracks in Network:	1,997.89 mi

Crack Length Distribution

Average Network Crack Width Rating

Min Length:	0.04 in
Max Length:	13.61 in
Average Length:	1.37 in
Std Dev:	1.00 in
Min Width:	0.00 in
Max Width:	1.57 in
Average Width:	0.23 in
Std Dev:	0.21 in

Crack Intel Micro Samples:

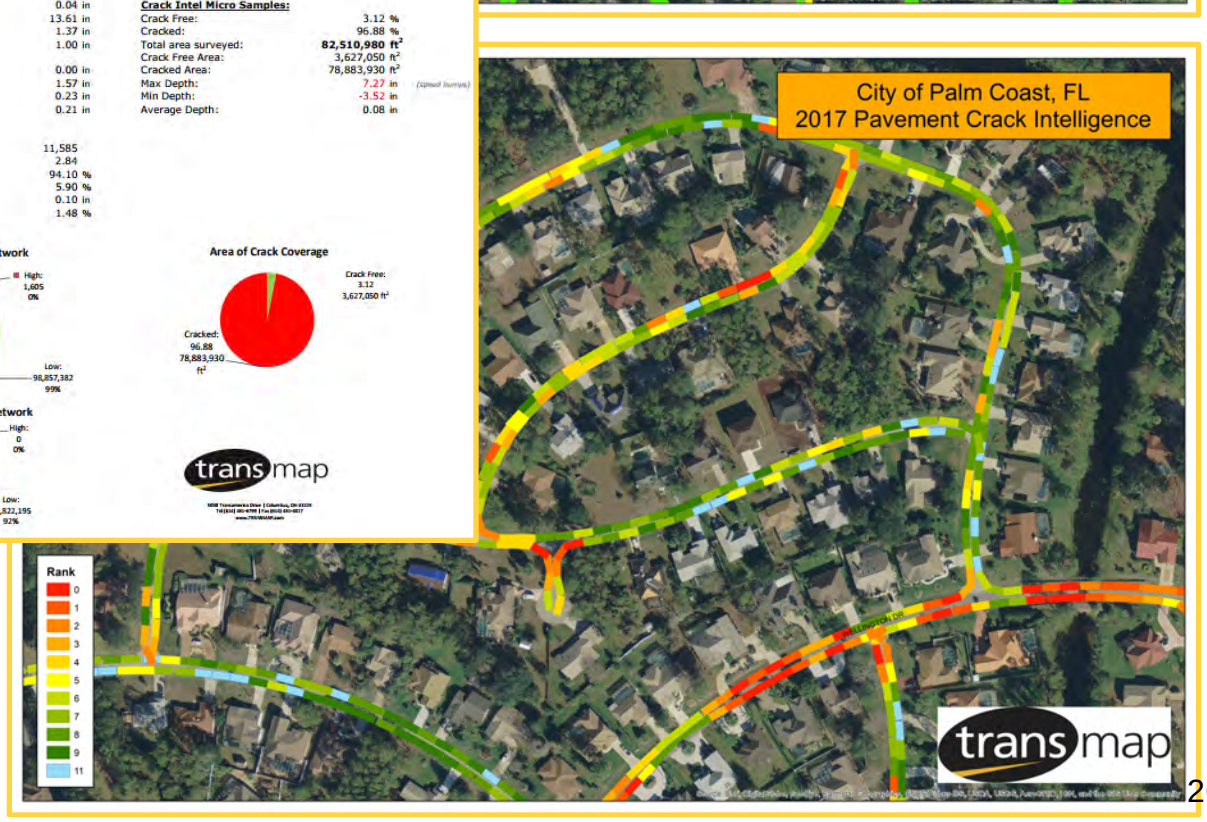
Crack Free:	3.12 %
Cracked:	96.88 %
Total area surveyed:	82,510,980 ft²
Crack Free Area:	3,627,050 ft²
Cracked Area:	78,883,930 ft²
Max Depth:	7.27 in
Min Depth:	-3.52 in
Average Depth:	0.08 in

Total Number of Potholes:	11,585
Ave # Potholes per Segment:	2.84
Pothole Free:	94.10 %
Potholes Detected:	5.90 %
Average RUT detected in Network:	0.10 in
Faulting in Network:	1.48 %

Crack Depth in Network

Area of Crack Coverage

Crack Width Severity in Network



City of Palm Bay, FL
Palm Bay, FL

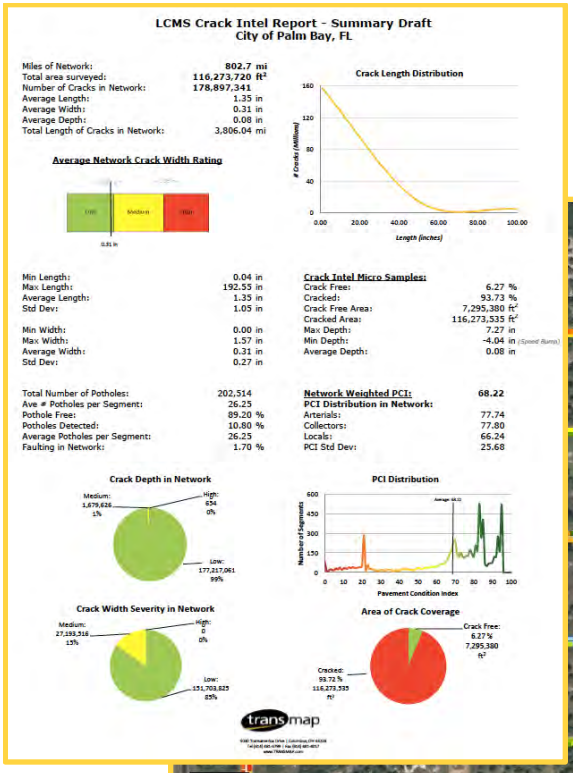
2016:
- **Pavement assessment on 802 centerline miles**
- **MicroPAVER Training provided**
- **Crack intel reporting**

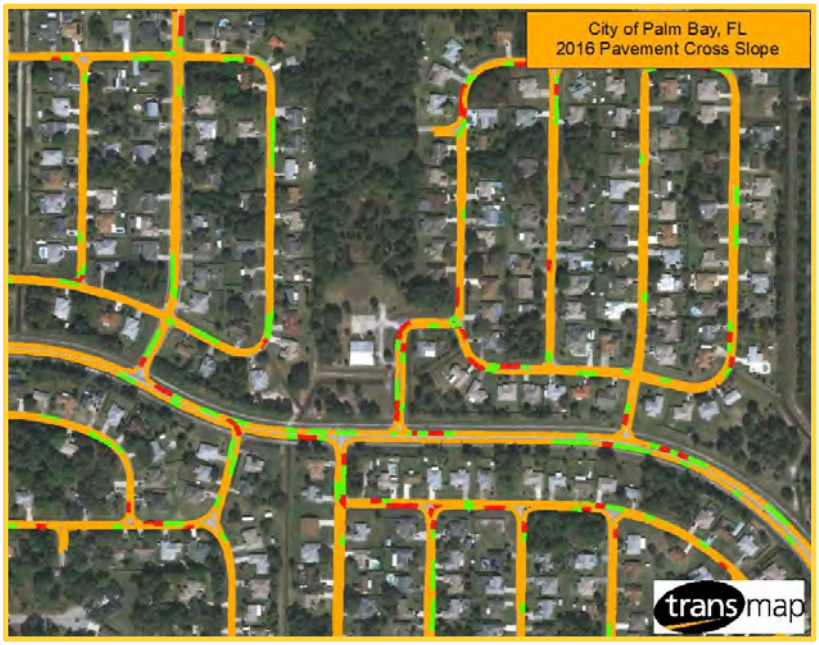
2018:
- **Pavement striping and markings, and crosswalks will be extracted**

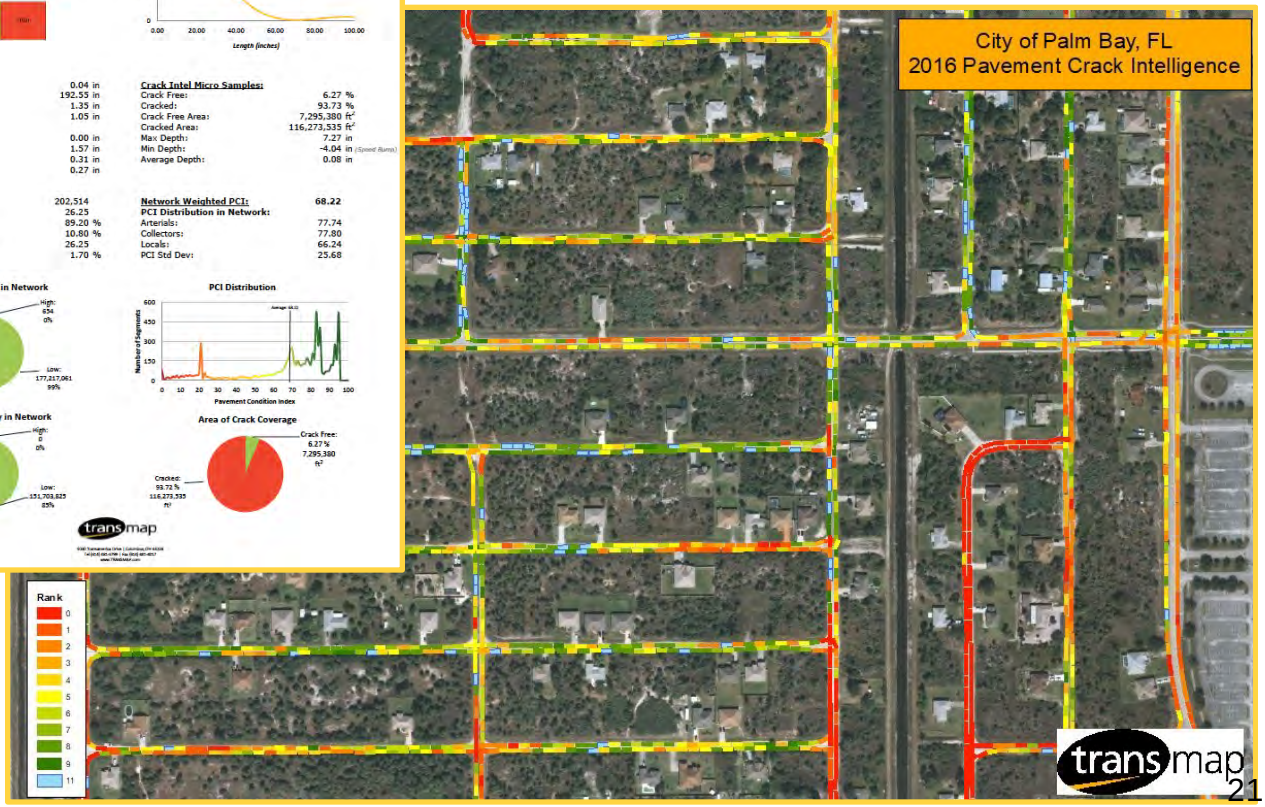
CLIENT REFERENCES:
Camille Gordon-Taylor
Operations Division, Public Works Dept.
1050 Malabar Rd. SW
Palm Bay, FL 32907
(321) 409-6343
camille.gordon-taylor@palmbayflorida.org

"Transmap has an excellent team, they are responsive and responsible. The City of Palm Bay was very satisfied with the quality of work performed. Transmap mobilized on the 872 miles of roads in our City, and the data collection process was seamless with no obstruction to citizen's daily lives. We now have data that is crucial to any road program planning."

- Camille Gordon-Taylor







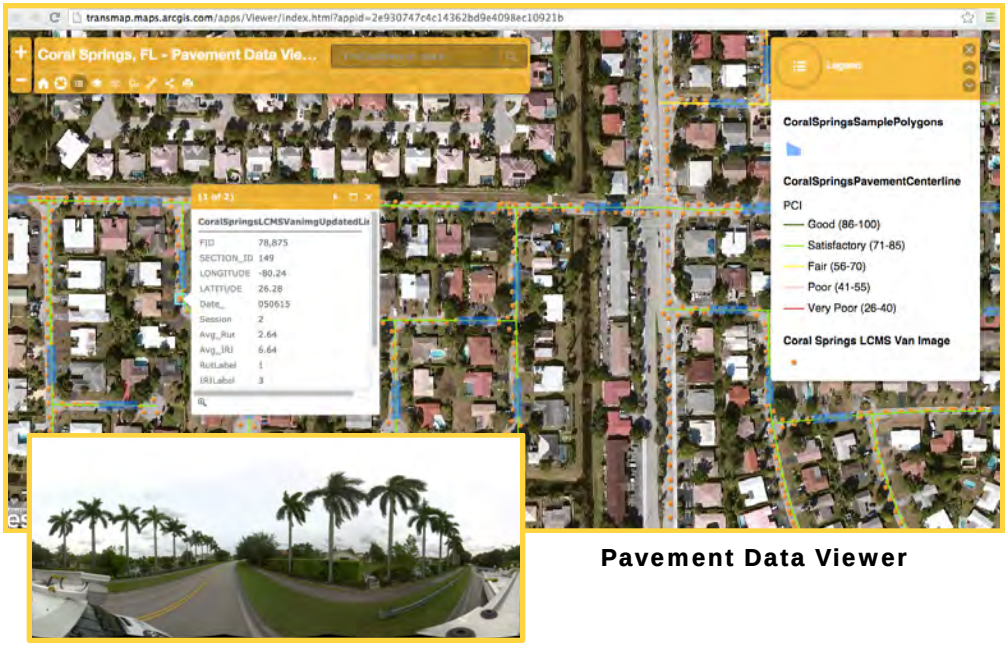
City of Coral Springs
Coral Springs, Florida

CLIENT REFERENCE:

Rich Michaud
Director of Public Works
9551 West Sample Rd
Coral Springs, FL 33065
rmichaud@coralsprings.org
(954) 344-1165

"Our experience with Transmap has been positive. They are very thorough and responsive. We are pleased with their work product."

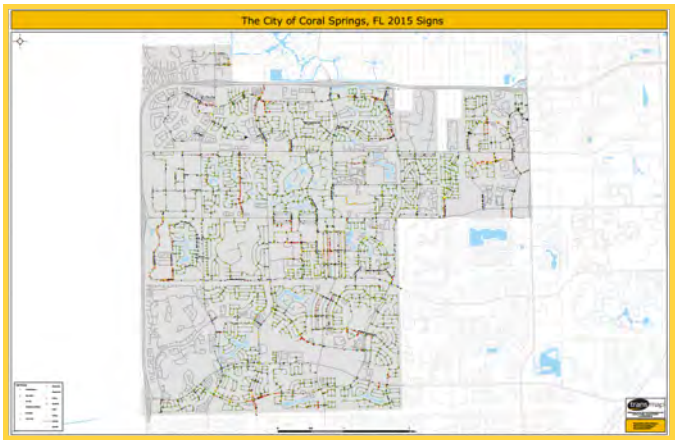
Rich Michaud



Pavement Data Viewer

2015: Transmap established a comprehensive pavement management program for the City of Coral Springs' 224 centerline miles of roadway. The following tasks were completed for the City:

- **Signs, sidewalks, and ADA ramps** collected
- Raw data collection of the City's roadways using ON-SIGHT mobile-mapping system
- 360 degree image views of all roads and ground-based LiDAR to collect ROW features
- **Crack Map 3D** approach utilized, included vehicle automated collection using lasers, 2D/3D images and field walkouts
- Both sides of the road were driven for complete coverage.
- After loading into **MicroPAVER**, all PCI data was linked to the City's centerline file
- City personnel trained to use MicroPAVER 1
- Tabular and GIS maps created to support traditional and preventative maintenance pavement reporting
- Set up the City with an **ArcGIS Online** project page to view all collected images in a web-based environment
- PCI results, sample locations, distress data, orthophotography and the GIS basemap were posted on this site



Sign Data Map

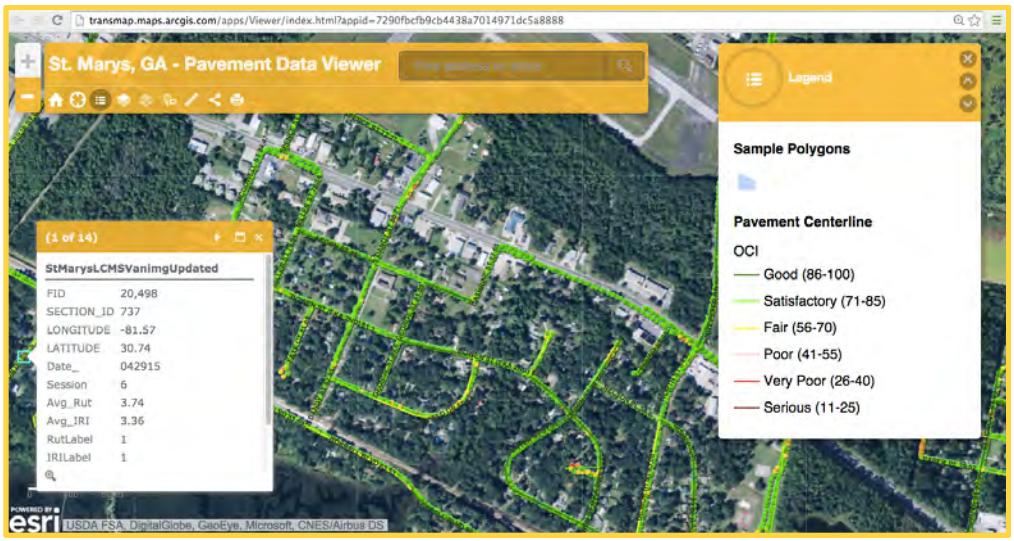
2017 APWA Accreditation Award

esri Public Works PARTNER

MicroPAVER TRAINER DEVELOPERS

ArcGIS Online

City of St. Marys
St. Marys, Georgia



ArcGIS Online Pavement Data Viewer

CLIENT REFERENCE:

Bobby Marr
Public Works Director
418 Osborne Street
St. Marys, GA 31558
(912) 882-4415
bobby.marr@stmarysga.gov

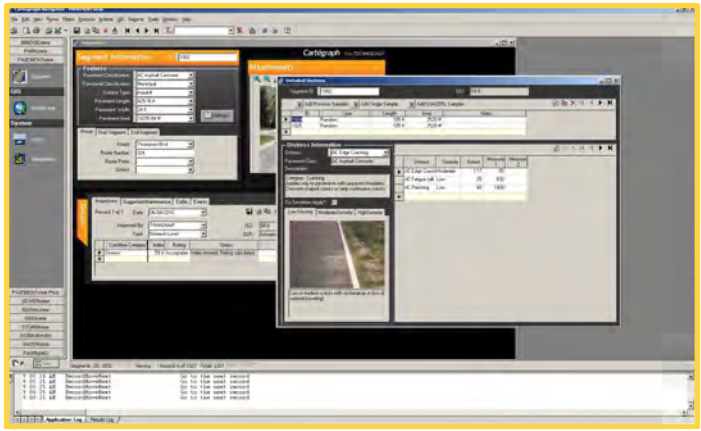
2015: Transmap assisted the City of St. Marys in their need for a detailed pavement condition analysis of their 108 centerline miles of roadway. Transmap performed the following services for the City:

- Raw roadway data and image capture using 360 degree view of all roadways. Utilized ground based LiDAR, 4K Laser Crack Measurement System (LCMS)
- Used **ASTM E950** profilometer and processed of all collected rut and ride data
- Detailed surface distress analysis using **Crack Map 3D** approach using **ASTM D6433** compliant methods
- Formatted pavement and sample data and centerline file for loading into **Cartegraph's OEM web-based application**
- Linked all OCI data to City's centerline file
- Preventative maintenance pavement reporting (tabular and map-based)
- Presented yearly budget scenarios
- ArcGIS Online project tracking site
- **Extracted all sidewalk and sign locations**, which included attributes such as street name unique ID, type, average width, condition, etc.

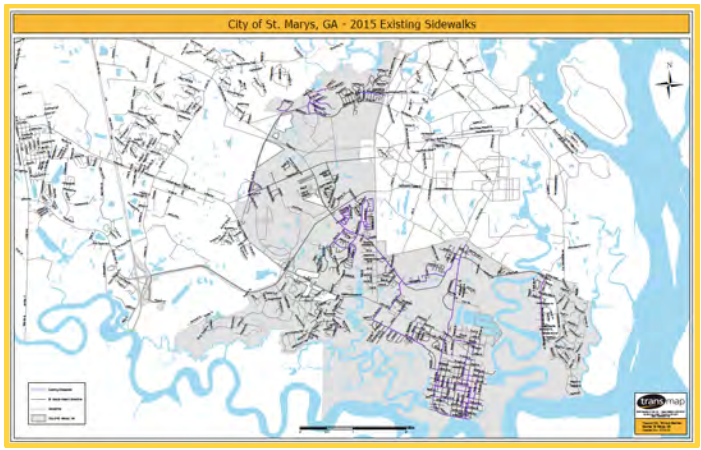
esri Public Works PARTNER

Cartegraph

ArcGIS Online



Cartegraph OEM Software



Existing Sidewalk Map

City Council Presentation

In October 2015, Transmap helped the City prepare their budgets and presented PCI findings at a council meeting.

Key Staff

Transmap Key Staff Experience

Transmap's management staff has been working together for over 21 years.

- *More than 150 pavement/right-of-way asset management and implementation projects in the last 5 years*
- *More than 400,000 miles of data collection and QA/QC using automated technologies*
- *Esri Public Works Partner and the only vehicle-based asset management company hired by Esri to collect roadway and pavement infrastructure data.*
- *MicroPAVER Trainer Developers*

The following pages include resumes for Transmap's Key Staff members. The table below depicts our organizational chart.

Transmap Team Member	Role / Responsibility	Years of Experience	Degree
Howard Luxhoj, PE	**President and CEO / Project Principal**	21	B.S. Environmental Engineering - The Ohio State University
Craig Schorling, GISP	**Vice President / Assigned Project Manager**	24	B.A. Geography, Minor in Business State - University of New York At Albany
Chris Crocker	**Operations Manager / Assigned Substitute Project Manager**	11	B.S. Geographic Information Science - Ohio University
Tony Manch, PE	**Senior Reporting Analyst / Reporting Engineer**	44	B.S. Civil Engineering - The Ohio State University
Claire-Louise Bode, MS	**GIS Specialist / GIS and CADD Deliverables & Integration**	4	B.S. Geography - The Ohio State University, M.S. Applied Geography - University of Louisville
(9) GIS / Field Technicians	**GIS / Field Data Collection & ASTM Formatting**	1-5	A variety of Bachelor degrees including GIS and Geography

Project Manager:	**Assistant Project Manager:**
Craig Schorling, GISP	Chris Crocker
Email: cschorling@transmap.com	Email: ccrocker@transmap.com
Mobile: 614.537.6297	Office: 614.481.6799

Team Member	Project Role and Experience

Howard Luxhoj, PE

President and CEO

21 Years of Experience
21 Years with Transmap

Experience

ASTM D6433: Yes
MicroPAVER Software: Yes
Pavement Management: Yes
ROW Asset Management: Yes
Traffic Engineering: Yes
Project Management: Yes
Reporting: Yes

Education and Training

B.S. Engineering - Environmental
The Ohio State University
MicroPAVER Advanced Training
2013-2017
LTAP Center 2011-2014

Registrations

Model Law Engineer (MLE)
APWA Member - Ohio
FCC - KD8TVB

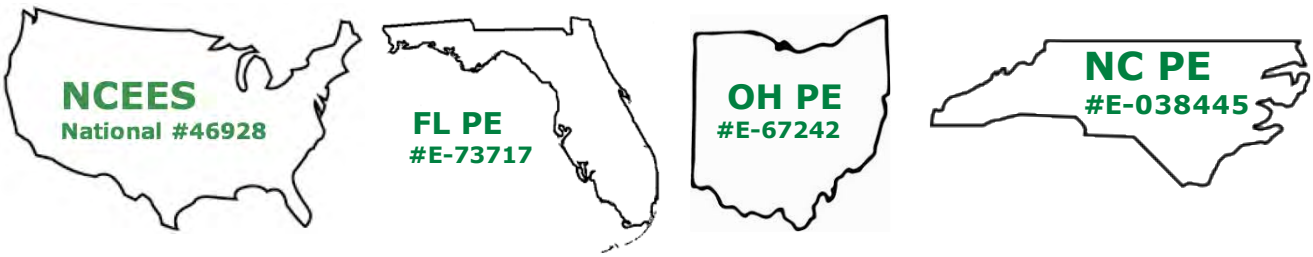
Mr. Luxhoj is the President and CEO of Transmap Corporation and provides extensive engineering and transportation experience. He works to ensure constant communications with the client, sub-consultants, project team members and regulatory agencies from project inception through completion. He has expert knowledge of GIS products, database tools, asset management databases and commercial asset management systems. He is also well schooled in the requirements pertaining to GASB-34 and NPDES, legacy system databases, project consulting, technical staff for data collection, pavement and asset inventory systems and system integration.

Mr. Luxhoj has developed and implemented project-specific, integrated quality control measures for condition assessments of roadway infrastructure projects for Transmap nationwide.

- *21 years specializing in pavement and right-of-way asset management for cities and counties*
- *Over 150 pavement/asset projects in the last 5 years*
- *More than 400,000 miles of data collection and QA/QC using automated technologies*
- *Registered Professional Engineer in Florida, Ohio and North Carolina*
- *Carries NCEES Model Law credentials that allow him to move his PE license when needed*

Recent Florida Projects

City of Gainesville, FL, City of Clearwater, FL, City of Bartow, FL, City of Palm Bay, FL, City of Palm Coast, FL, City of Cooper City, FL, City of Lakeland, FL, City of Boca Raton, FL, City of Coral Springs, FL, City of Bonita Springs, FL, City of Tamarac, FL, City of Delray Beach, FL, City of Hollywood, FL, Town of Davie, FL, Osceola County, FL, Pasco County, FL, Manatee County, FL, Escambia County, FL



Team Member	Project Role and Experience

Craig Schorling, GISP

Vice President

24 Years of Experience
20 Years with Transmap

Experience

ASTM D6433: Yes
MicroPAVER Software: Yes
Pavement Management: Yes
ROW Asset Management: Yes
GIS Management: Yes

Education

B.A. Geography
Minor in Business State University of New York at Albany
Cityworks Administrator Training 2015
LTAP Center 2011-2014
APWA MicroPAVER Advanced Training 2013 - 2017

Registrations

URISA Leadership Academy

Mr. Schorling provides Transmap Corporation with sound fundamentals in both GIS project management and client development. He employs his extensive experience with Esri products, database tools, asset management databases, commercial pavement and asset management systems, project consulting, system implementation and training, and customer support to provide project management for many of Transmap's clients. Mr. Schorling has experience running the mobile mapping vehicle, pavement and asset collection software and CMMS implementation. He has worked primarily with municipalities to improve the process and systems behind Transmap's customer-centric management approach.

- *14 years of experience in a management capacity and a combined 24 years of experience using and developing GIS tool*
- *20 years specializing in pavement and right-of-way asset management for cities and counties*
- *More than 150 pavement and right-of-way asset management and implementation projects in the last 5 years*
- *More than 400,000 miles of data collection and QA/QC using automated technologies*

Recent Projects

City of Gainesville, FL, City of Clearwater, FL, City of Bartow, FL, City of Palm Bay, FL, City of Palm Coast, FL, City of Cooper City, FL, City of Lakeland, FL, City of Boca Raton, FL, City of Coral Springs, FL, City of Bonita Springs, FL, City of Tamarac, FL, City of Delray Beach, FL, City of Hollywood, FL, Town of Davie, FL, Osceola County, FL, Pasco County, FL, Manatee County, FL, Escambia County, FL, Putnam County, FL, Martin County, FL

Council Presentations

City of Palm Coast, FL - 2017, City of Bartow, FL - 2017, City of Stephenville, TX - 2016, City of Killeen, TX -2014, City of Evansville, IN MPO - 2015, City of St. Marys, GA - 2015, Oconee County, SC - 2015, City of Sandusky, OH - 2015, City of Durham, NC - 2014

Conferences/Presentations

Florida APWA 2015-2017, Texas APWA Conference 2015, National APWA/PWX 2007-2017, North Carolina APWA 2016, Cityworks 2007-2016, TRB 2015-2018 Esri User Conference 2008, NACE (Exhibitor) 2012-2017

Team Member	Project Role and Experience

Chris Crocker

Operations Manager

11 Years of Experience
9 Years with Transmap

Experience

ASTM D6433: Yes
MicroPAVER Software: Yes
Pavement Management: Yes
ROW Asset Management: Yes
GIS: Yes
GIS Client Support: Yes
Project Management: Yes
QA/QC Pavement Walkout: Yes
Asset QA/QC: Yes
Reporting: Yes
Preventative Maintenance: Yes

Education and Training

B.S. Geographic Information Science
Ohio University
APWA MicroPAVER Advanced Training 2013 - 2017
Cityworks Administrator Training 2015
ODOT Pavement Preservation Training 2014

As Operations Manager, Mr. Crocker has provided presentations and maps of deliverables, created project schedules, and used the client's project priorities as the guideline.

Mr. Crocker is in charge of loading the ASTM D6433 data into MicroPAVER and other pavement management systems. He performs all of the boots on the ground walk outs for pavement QA/QC. He has also performed post-processing of GIS data to ensure quality control, appropriated staff to meet goals for timely deliveries, and continued communication with the client in order to ensure customer satisfaction. He is also responsible for map creation and working with clients to make sure the maps fulfill their needs.

Mr. Crocker is reliable and effective. He also has experience with running the mobile mapping vehicle, pavement and asset collection software, CMMS implementation, and training. Mr. Crocker has provided over 11 years of pavement and asset analysis, walkout QA/QC experience, and robust preventative maintenance reporting support. He also has extensive experience in performing nighttime MUTCD assessments.

- *14 years specializing in pavement and right-of-way asset management for cities and counties*
- *More than 150 pavement and right-of-way asset management and implementation projects in the last 5 years.*
- *More than 200,000 miles of data collection and QA/QC using automated technologies*

Recent Projects

City of Gainesville, FL, City of Clearwater, FL, City of Bartow, FL, City of Palm Bay, FL, City of Palm Coast, FL, City of Cooper City, FL, City of Lakeland, FL, City of Boca Raton, FL, City of Coral Springs, FL, City of Bonita Springs, FL, City of Tamarac, FL, City of Delray Beach, FL, City of Hollywood, FL, Town of Davie, FL, Osceola County, FL, Pasco County, FL

Team Member	Project Role and Experience

Claire-Louise Bode, MS

GIS Specialist

5 Years of Experience
2 Years with Transmap

Experience

Centerline Review: Yes
Street Level Orthophotography: Yes
GIS: Yes
GIS Client Support: Yes
Preventative Maintenance: Yes
Asset QA/QC: Yes
Map Based Reporting: Yes
ASTM D6433: Yes

Education and Training

B.S. Geography
The Ohio State University
M.S Applied Geography
University of Louisville
APWA MicroPAVER Advanced Training 2013 - 2017

Conferences

TRB Conference 2018
NC GIS Conference 2017
Cityworks 2016
North Carolina APWA 2016
National APWA/PWX 2016 & 2017
Ohio GIS 2016

As Transmap's GIS Specialist, Ms. Bode has collected and analyzed distresses and features of many miles of roadway. Utilizing her expert knowledge of GIS products, database tools, asset management databases and commercial asset management systems, Ms. Bode has provided critical support in the development and integration of valuable pavement and asset data.

Ms. Bode is in charge of QA/QC of all asset deliveries (signs, signals, linears, etc.) and leads Transmap's team in making GIS and map deliverables. She reports directly to Craig Schorling, GISP, our Vice President, as well as Chris Crocker, our Operations Manager, to verify data before it's delivered to our customers. Ms. Bode also provides guidance during our kick off meetings and training boot camps.

GIS Management Experience

- Assists in the production and delivery of detailed maps to customers for reporting
- Creates and analyzes street level orthophotography
- Produces LCMS datasets for in-house analysis of pavement
- Provides QA/QC support for assets
- Participates in on-site client meetings and training
- Heads all customer centerline reviews
- Creates ASTM sample locations in the GIS
- Produces customer ArcGIS online sites
- Creates Crack Intelligence polygons to support pavement analysis

Recent Florida Projects

City of Gainesville, FL, City of Clearwater, FL, City of Bartow, FL, City of Palm Bay, FL, City of Palm Coast, FL, City of Cooper City, FL, City of Boca Raton, FL, City of Coral Springs, FL, City of Bonita Springs, FL, City of Tamarac, FL

Team Member	Project Role and Experience

Anthony J. Manch, PE

Senior Reporting Analyst

43 Years of Experience
7 Years with Transmap

Experience

ASTM D6433: Yes
MicroPAVER Software: Yes
Pavement Management: Yes
Traffic Engineering: Yes
Project Management: Yes
Reporting: Yes

Education

B.S. Civil Engineering
The Ohio State University
LTAP 2014-2016
APWA MicroPAVER Advanced Training 2013 - 2017

Additional Courses

FHWA and NHI Planning and Design Courses

Conferences

Ohio Transportation Engineering Conference (OTEC) 1990-2016
Asphalt Paving Conference 2012

In August 2010, Anthony retired from the Ohio Department of Transportation (ODOT). Mr. Manch spent the majority of his forty-year career working in the Office of Technical Services. He specialized in providing traffic and truck weight data for planning and design.

Mr. Manch provided traffic engineering expertise to internal and external customers. He has extensive experience in field data collection, data processing, data analysis and report writing. Earlier in his career, he was the Chairman of ODOT's Pavement Management Committee.

Pavement Management Experience

- E-950 Calibration Compliance experience
- Developed a Pavement Management System database consisting of construction, maintenance, materials, and cost elements
- Worked with upper management to develop a network prioritization model
- Created over 40 Capital Improvement Plans (CIP) for customers over the last 6 years

Traffic Data Collection Experience

- Developed a statewide plan for the installation of Automatic Traffic Recorders (ATR) and Weigh-In Motion (WIM) data collection sites
- As part of developing the Statewide Plan, he met with representatives from MPO's and ODOT offices to ensure their traffic data collection needs were met and in compliance with Federal regulations and guidelines.

Recent Florida Projects

City of Gainesville, FL, City of Clearwater, FL, City of Bartow, FL, City of Palm Bay, FL, City of Palm Coast, FL, City of Cooper City, FL, City of Lakeland, FL, City of Boca Raton, FL, City of Coral Springs, FL, City of Bonita Springs, FL, City of Tamarac, FL, City of Delray Beach, FL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "A"

CONTACT SHEET

Name: Transmap Corporation

Federal Taxpayer ID: 31-1414214

Mailing Address: 5030 Transamerica Drive

City, State, & Zip Code: Columbus, OH 43228

Telephone: 614-886-4100 (mobile) **Fax:** (614) 481-4017

Email: hluxhoj@transmap.com

Submitted By: Howard Luxhoj, PE

Title: President / CEO

FIRM Accepts Credit Cards*: Yes ~~**No**~~

Accounting Contact:

Name: Craig Schorling, GISP **Title:** Vice President

Email Address: cschorling@transmap.com **Phone:** (614) 537-6297 (mobile)

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the RFQ for Pavement Management Consultant

2. This sworn statement is submitted by (entity) Transmap Corporation whose business address is 5030 Transamerica Dr. Columbus, OH 43228 and (if applicable) Federal Employer Identification Number (FEIN) is 31-1414214 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Howard Luxhoj, PE and my relationship to the entity named above is President / CEO .

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any submittal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   _X_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   ____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

   ____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

   _X_ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature _____ Date: 3/21/18

STATE OF ~~FLORIDA~~ Ohio
COUNTY OF Franklin

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 21st day of March, 2018, and is personally known to me, or has provided _____ as identification.

Colleen Gennaro
Notary Public
My Commission expires: 9/29/21

NOTARIAL SEAL
STATE OF OHIO
COLLEEN GENNARO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
09-29-2021

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
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PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Transmap Corporation

CITY: Columbus STATE: OH ZIP CODE: 43228

SIGNATURE: _____ PHONE: (614) 886-4100 (mobile)

NAME (TYPED OR PRINTED): Howard Luxhoj, PE TITLE: President / CEO

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
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PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "D"

E-VERIFY STATEMENT

Submittal Number: RFQ 2018-05

Project Description: Pavement Management Consultant RFQ

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Transmap Corporation

Authorized Signature:

Title: President / CEO

Date: 3/21/18

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
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PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "E"

SUBMITTER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Submitter, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. SUBMITTALS INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. SUBMITTER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. SUBMITTER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. SUBMITTER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: Howard Luxhoj, PE Title: President / CEO

Signature: _____ Date: 3/21/18

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with the submittal for Pavement Management Consultant.

This sworn statement is submitted by (entity) Transmap Corporation whose business address is 5030 Transamerica Dr. Columbus, OH 43228 and (if applicable) Federal Employer Identification Number (FEIN) is 31-1414214 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Howard Luxhoj, PE and my relationship to the entity named above is President / CEO.

1. The above named entity is submitting an RFQ for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above RFQ is being submitted and that the above named entity has no financial interest in other entities submitting for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above RFQ. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature Date: 3/21/18

STATE OF ~~FLORIDA~~ Ohio
COUNTY OF Franklin

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 21st day of March, 2018, and is personally known to me, or has provided _____ as identification.

Colleen Gennaro
Notary Signature

My Commission expires: 9/29/21

Colleen Gennaro

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
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PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with the RFQ for Pavement Management Consultant.

This sworn statement is submitted by (entity) Transmap Corporation whose business address is 5030 Transamerica Dr. Columbus, OH 43228 and (if applicable) Federal Employer Identification Number (FEIN) is 31-1414214 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Howard Luxhoj, PE and my relationship to the entity named above is President / CEO.

1. The above named is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
2. Such Submittal is genuine and is not a collusive or sham submittal;
3. Neither the said Submitter nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Submitter, firm or person to submit a collusive or sham Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Submitter, firm, or person to fix the price or prices in the attached submittal or any other Submitter, or to fix any overhead, profit or cost element of the submittal price or the submittal price of any other Submitter, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Submitter or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature _____ Date: 3/21/18

STATE OF ~~FLORIDA~~ Ohio
COUNTY OF Franklin

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 21st day of March, 2018, and is personally known to me, or has provided _____ as identification.

Colleen Gennaro My Commission expires: 9/29/21
Notary Signature

NOTARIAL SEAL STATE OF OHIO
COLLEEN GENNARO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
09-29-2021

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO_X_

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_X_

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_X_

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this submittal for the City of Fernandina Beach.

Transmap Corporation	3/21/18
Firm	Date
	Howard Luxhoj, PE - President / CEO
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

City of Fernandina Beach, Florida
Addendum No. 1
For Request for Qualifications
Pavement Management Consultant
RFQ 2018-05

ADDENDUM No. 1

The following changes are applicable to the original RFQ documents and specifications of RFQ 2018-05. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a response. Failure to do so may disqualify the Submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum. **IT SHALL BE THE RESPONDENT'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

A. **Correction to language in the legal ad from** "Questions regarding the RFP ....." **This should read "Questions regarding the RFQ....."**

NAME: Howard Luxhoj, PE **TITLE:** President / CEO

ADDRESS: 5030 Transamerica Drive

CITY: Columbus **STATE:** OH

AUTHORIZED SIGNATURE: _____ **DATE:** 3/21/18

City of Fernandina Beach, Florida
Addendum No. 1
For Request for Qualifications
Pavement Management Consultant
RFQ 2018-05

ADDENDUM No. 2

The following changes are applicable to the original RFQ documents and specifications of RFQ 2018-05. This Addendum No.2 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a response. Failure to do so may disqualify the Submittal.

Respondents shall thoroughly familiarize themselves with the contents of this Addendum. **IT SHALL BE THE RESPONDENT'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

NAME: Howard Luxhoj, PE **TITLE:** President / CEO

ADDRESS: 5030 Transamerica Drive

CITY: Columbus **STATE:** OH

AUTHORIZED SIGNATURE: _____ **DATE:** 3/21/18

City of Fernandina Beach, Florida
Addendum No. 1
For Request for Qualifications
Pavement Management Consultant
RFQ 2018-05

1. The Introduction in Page 1 states that the City is seeking consultants to examine, analyze and prioritize road needs for approximately 92-miles of City roads. Are these 92 centerline miles or 92 lane miles? Centerline miles

2. Are there any restrictions on the hours when the pavement condition data can be collected? No

3. When are the deliverables outlined in the RFQ due? NLT Aug 31

4. In the Scope of Work in page 4, the RFQ lists "Traffic Counts" as a desired service in data collection. Upon further consideration, traffic counts are not necessary as part of this project. The key roads for which traffic counts would likely be conducted are under the jurisdiction of Nassau County or the State of Florida (that data should be readily available).

TRANS-4 OP ID: VT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/20/2018

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

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

PRODUCER
Andres, O'Neil & Lowe- Bryan
227 North Lynn Street
Bryan, OH 43506
Russ Davies, CPIA

CONTACT NAME: Russ Davies, CPIA
PHONE (A/C, No, Ext): 419-636-5050 FAX (A/C, No): 419-636-0132
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Landmark American Ins Co	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TRANSMAP Corporation
TRANSMAP Engineering LLC
5030 Transamerica Drive
Columbus, OH 43228

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ENP0008067	02/03/2016	02/03/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
A	X Emp Liab						MED EXP (Any one person)	$ 10,000
	1M/1M						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ENP0008067	02/03/2016	02/03/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			ENP0008067	02/03/2016	02/03/2019	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		ENP0008067 EMPLOYERS LIABILITY	02/03/2016	02/03/2019	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liab			LHR766418	10/31/2017	10/31/2018	Occur	1,000,000
							Agg	2,000,000

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

CERTIFICATE HOLDER

CITFER1

City of Fernandina Beach, FL
204 Ash Street
Fernandina Beach, FL 32034

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Discussion
City Manager Goal Review and Assessment

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Vice Mayor Kreger. Vice Mayor Kreger will discuss the City Manager goals and objectives.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk	04/16/2018
Dale Martin, City Manager	04/19/2018

Caroline Best

Date: March 29, 2018

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: