



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
OCTOBER 3, 2017
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 Anthony Daniel of Macedonia A.M.E. Church.

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

5. CONSENT AGENDA

5.1 FACILITIES USE AGREEMENT - KEN BYRNS - RESOLUTION 2017-150 APPROVING THE FACILITIES USE AGREEMENT ALLOWING KEN BYRNS TO USE AIRPORT PROPERTY FOR PARKING ASSOCIATED WITH A WEDDING EVENT ON NOVEMBER 4, 2017, TO BE HOSTED IN AIRPORT HANGAR A; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Facilities Use Agreement for Ken Byrns to use Airport property for parking associated with a wedding event being held in Airport Hangar A on November 4, 2017.*

5.2 POLLWORKER APPROVAL FOR THE 2017 CITY ELECTIONS - RESOLUTION 2017-151 APPROVING THE POLL WORKERS FOR THE 2017 CITY ELECTIONS; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Inspectors, Poll Workers, and Clerks for the 2017 City Elections.*

6. RESOLUTIONS

6.1 FY 2017/2018 PURCHASE APPROVAL – CITY VEHICLES AND EQUIPMENT – RESOLUTION 2017-152 APPROVING THE PURCHASE OF VEHICLES AND EQUIPMENT FOR THE CITY FLEET FOR FISCAL YEAR 2017/2018; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the purchase of vehicles and equipment for the City fleet for Fiscal Year 2017/2018.*

6.2 LEASE/PURCHASE APPROVAL - MOTOROLA SOLUTIONS - RESOLUTION 2017-153 APPROVING THE LEASE/PURCHASE OF MOTOROLA RADIOS FOR THE POLICE AND FIRE DEPARTMENTS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Enters into a Lease Purchase agreement with Motorola for radios and related services.*

- 6.3 **AWARD OF BID #17-10 - KELLERMAN CONSTRUCTION, INC. - RESOLUTION 2017-154** AWARDING BID #17-10 TO KELLERMAN CONSTRUCTION, INC. IN THE AMOUNT OF \$34,000; AUTHORIZING EXECUTION OF SERVICES CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards Bid #17-10 to Kellerman Construction, Inc. in a not-to-exceed amount of \$34,000.*
- 6.4 **AWARD OF BID #17-11 - CUSTOM MARINE CONSTRUCTION - RESOLUTION 2017-155** AWARDING BID # 17-11 TO CWA DEVELOPMENT DBA CUSTOM MARINE CONSTRUCTION IN THE AMOUNT OF \$63,120, AUTHORIZING EXECUTION OF SERVICES CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards Bid # 17-11 to Custom Marine Construction in a not-to-exceed amount of \$63,120.*
- 6.5 **EMPLOYMENT AGREEMENT AMENDMENT - CITY ATTORNEY - RESOLUTION 2017-156** AMENDING THE CITY ATTORNEY'S EMPLOYMENT AGREEMENT TO INCREASE VACATION HOURS FROM 120 TO 160 HOURS ANNUALLY IN RECOGNITION OF TEN YEARS OF SERVICE TO THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the City Attorney's employment agreement for a third time as provided in the Third Amended Employment Agreement.*
- 6.6 **EMERGENCY VEHICLE PURCHASE - BECK AUTO SALES, INC. / BUDGET AMENDMENT / CAPITAL IMPROVEMENT PLAN AMENDMENT - RESOLUTION 2017-157** APPROVING THE EMERGENCY PURCHASE OF A GRAPPLE TRUCK FROM BECK AUTO SALES, INC.; APPROVING AN AMENDMENT TO THE CAPITAL IMPROVEMENT FUND BUDGET FOR FISCAL YEAR 2017/2018 FOR THE PURCHASE; APPROVING AN AMENDMENT TO THE FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2017/2018; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the emergency purchase of a grapple truck and the following budget amendment: a transfer of \$113,895 to the Capital Improvement Fund's Streets Equipment account from the Capital Improvement Fund's Reserve account. Also amends the five-year capital improvement plan to add the emergency purchase.*

7. ORDINANCE - FIRST READING

- 7.1 **CODE AMENDMENT - NEWSRACKS - ORDINANCE 2017-23** AMENDING CHAPTER 70 OF THE CODE OF ORDINANCES OF THE CITY IN REGARDS TO STREETS, SIDEWALKS AND OTHER PUBLIC PLACES BY CREATING SECTION 70-7 REGARDING NEWSRACKS WITHIN THE HISTORIC DISTRICT; SPECIFYING PERMIT PROCEDURES AND PROHIBITIONS REGARDING NEWSRACKS IN THE PUBLIC RIGHT OF WAY; PROVIDING FOR SPECIFIC LOCATIONS FOR THE PLACEMENT OF CITY-APPROVED NEWSRACKS IN THE HISTORIC DISTRICT; PROVIDING FOR REMOVAL BY THE CITY OF ABANDONED AND IMPERMISSIBLE NEWSRACKS; PROVIDING FOR AN APPEALS PROCESS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Section 70 of the City Code pertaining to newsracks.*

8. ORDINANCE - SECOND READING

- 8.1 **ANNUAL PAY AND CLASSIFICATION PLAN FY 2017/2018 - ORDINANCE 2017-22** ESTABLISHING AN AMENDED CLASSIFICATION PLAN FOR FISCAL YEAR 2017/2018, PURSUANT TO SECTION 120 OF THE CITY CHARTER AND SECTION 62-247 OF THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Establishes the Pay and Classification Plan for FY 2017/2018.*

9. CITY COMMISSION DISCUSSION (NO ACTION)

9.1 ARTS AND CULTURE NASSAU ORDINANCE

10. CITY MANAGER REPORTS
11. CITY ATTORNEY REPORTS
12. CITY CLERK REPORTS
13. MAYOR/COMMISSIONER COMMENTS
14. ADJOURNMENT

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- 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.
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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: Resolution 2017-150
Facilities Use Agreement - Ken Byrns

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-150

SYNOPSIS: Ken Byrns has coordinated with the current lessee of Airport Hangar A to host a wedding in this facility on November 4, 2017. In support of this event, Mr. Byrns has requested use of the Jamestown Service Road on Airport Property for vehicle parking. The fee is set at \$125.00 for the use of Airport property.

The proposed Facilities Use Agreement was presented to the Airport Advisory Committee for consideration during its September 18, 2017 meeting, and was unanimously recommended to the Commission for approval. There would be no operational impacts to the Airport from this event or from parking on the Jamestown Service Road as proposed within this Facilities Use Agreement.

FISCAL IMPACT: The \$125.00 in revenue for this activity will be deposited into the Airport Other Revenue account number 420 36990.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-150.

Dale Martin, City Manager	09/22/2017
Patti Clifford, Comptroller	09/22/2017
Tammi E. Bach, City Attorney	09/25/2017

Date: September 07, 2017

Submitted By: Nathan Coyle, Airport Manager

COMMISSION ACTION: Adopt

RESOLUTION 2017-150

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE FACILITIES USE AGREEMENT ALLOWING KEN BYRNS TO USE AIRPORT PROPERTY FOR PARKING ASSOCIATED WITH A WEDDING EVENT ON NOVEMBER 4, 2017, TO BE HOSTED IN AIRPORT HANGAR A; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ken Byrns has coordinated with the current lessee of Airport Hangar A to host a wedding in this facility on November 4, 2017; and

WHEREAS, in conjunction with the wedding to be held on November 4, 2017, Ken Byrns wishes to use the Jamestown Service Road on Airport Property for vehicle parking associated with the event to be held in Airport Hangar A, for a fee of \$125.00; and

WHEREAS, the fee collected will be deposited into the Airport Fund, Other Revenue Account, 420-36990.

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 Facilities Use Agreement, attached hereto as Exhibit "A", for Ken Byrns to use Airport property for parking associated with a wedding event being held in Airport Hangar A on November 4, 2017.

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 3rd day of October, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this **1st day of September 2017**, by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and **Ken Byrns** whose address is **1327 Autumn Trce, Fernandina Beach, FL 32034** (herein called "USER").

WHEREAS, CITY owns, controls and operates that certain public facility known as the Fernandina Beach Municipal Airport (herein called "FACILITY"); and

WHEREAS, USER has expressed a desire to use said FACILITY to **Jamestown Service Road and Fernandina Beach Aircraft Maintenance Hangar located at 3990 Centurion Way, Fernandina Beach, FL 32034 on November 4, 2017.**

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above for the purpose of *Parking for wedding. See below.*
2. USER will set up and use the FACILITY on a continuous basis during this period **Jamestown Service Road for the use of parking for wedding from 8am till midnight November 4, 2017,**
3. USER shall pay CITY the sum of \$ 125.00 for use of FACILITY during the period designated, payable with returning this signed AGREEMENT.
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
 - h. USER 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, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER'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 USER against

the CITY and USER 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. Nothing contained in the foregoing indemnification shall be construed to be 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.

- i. USER shall not rent, sublet, or assign space in the FACILITY premises without the prior written consent of CITY.
 - j. USER has priority over the portion of the FACILITY as described during the time agreed upon in this AGREEMENT, and can use specified areas during the time of this AGREEMENT.
 - k. CITY reserves the right to cancel this AGREEMENT at any time, without cause, by giving USER 30 days notice of such cancellation.
 - l. USER shall maintain liability insurance, in amounts as deemed necessary and appropriate by the City Attorney, show the CITY as additional insured thereon, and shall provide proof of it to CITY, upon commencement of this AGREEMENT, and thereafter, as required by CITY. USER will provide insurance on all their equipment being used in the FACILITY.
 - m. USER shall, at all times, abide by Federal, State, and local laws, in the operation of its programs or services at the FACILITY. Sale and/or consumption of alcohol not allowed on Airport property unless properly permitted by the City.
5. Term of Agreement: The term of the AGREEMENT is as noted in paragraphs 1 and 2 above, unless terminated sooner.
6. The addresses for giving notices are as follows:

USER: Ken Byrns
1327 Autumn Tree
Fernandina Beach, FL 32034
(904) 556-9667 klbyrns@hotmail.com

CITY: City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Attn: City Manager

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

USER:  _____

CITY OF FERNANDINA BEACH

By: _____

By: _____

Dale L. Martin

Its: _____

Its: City Manager

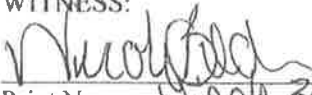
Employer ID # _____

By: _____

Caroline Best

Its: City Clerk

WITNESS:


Print Name: Nicole Redmar

APPROVED AS TO FORM AND LEGALITY:


Tammi E. Bach
Its: City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/18/2017

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 1896 S 14th Street Suite 5 Fernandina Beach, FL 32034	CONTACT NAME: ANGELA MOSES	
	PHONE (A/C, No, Ext): 904-261-0707 FAX (A/C, No):	
	E-MAIL ADDRESS: AMOSES@MORROWIG.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A JIMCOR AGENCIES	
INSURED Ken Byrns 1327 Autumn Trace Fernandina Beach, FL 32034	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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
	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$1,000,000
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
							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 ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$SEE LIST
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
	SEE LISTS FOR OTHER COVERAGE						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITY OF FERNANDINA BEACH
204 ASH STREET
FERNANDINA BEACH, FL 32034

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

Edward Wilson

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JIMCOR AGENCIES (SOUTHEAST)
11555 Medlock Bridge Road, Suite 100
Johns Creek, GA 30097
Phone: (800) 334-0474
Fax: (201) 573-8820

To: Morrow Insurance Group

*** BINDER ***

09/15/2017

Attn: Angela Moses
amoses@morrowig.com/(800) 334-0474

Renewal Of: NEW

From: Wayne White
wwhite@jimcor.com

Insured: **Ken Byrns**

Thank you for your order to bind. We appreciate your business! We have bound the below coverage. Policy to Follow Shortly

POLICY INFORMATION

COMMERCIAL LIABILITY POLICY

Policy Number:	CL 2719620
Policy Period:	11/03/2017 to 11/06/2017
Carrier:	Mount Vernon Fire Insurance Company
Status:	Non-Admitted
A.M. Best Rating:	A++ (Superior) - X

COVERAGE PART	PREMIUM
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Commercial Liability	\$300.00
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Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense Limit (Any One Person)	\$1,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	See See L-535
General Aggregate Limit	\$2,000,000
Event Gift Coverage Limit	\$1,000
Special Jewelry Coverage Limit	\$1,500
Lost Deposit Coverage Limit	\$1,000
Wedding Attire Coverage Limit	\$1,000
Cancellation or Postponement Coverage Limit	\$7,500
Photography and Video Coverage Limit	\$1,000
Wedding Breakfast/Brunch Coverage Limit	\$0

Liquor Liability	\$45.00
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Each Common Cause Limit	\$1,000,000
Aggregate Limit	\$2,000,000

POLICY PREMIUM	\$345.00
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ADDITIONAL COSTS

Wholesaler Broker Fee	\$35.00
Surplus Lines Tax	\$19.00

Service Fee

\$0.38

TOTAL**\$399.38****Location of All Covered Special Event(s)**

1 - 3990 Centurion Way, Fernandina Beach, FL 32034

APPLICABLE FORMS & ENDORSEMENTS**The following forms apply to multiple coverage parts**

2110 09/10	Service Of Suit	CG0220 03/12	Florida Changes - Cancellation And Nonrenewal
CG2173 01/08	Exclusion Of Certified Acts Of Terrorism	IL0017 11/98	Common Policy Conditions
IL0021 09/08	Nuclear Energy Liability Exclusion Endorsement	L-206 02/11	Fully Earned Premium Endorsement
L-224 07/08	Punitive Or Exemplary Damages Exclusion	L-381 09/08	Warranty Endorsement - Equal Or Greater General Liability Limit
L-535 09/02	Exclusion - Products- Completed Operations Hazard	L-562 07/03	Rain Date Coverage For Special Events
L-607 02/11	Exclusion For Climbing, Rebounding And Interactive Games And Devices	L-608 02/11	Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices
L-609 02/11	Animal Exclusion	L-610 11/04	Expanded Definition Of Bodily Injury
L-616 11/09	Host/Special Event Coverage Form Change Endorsement	L-656 02/06	Extension Of Coverage - Committee Members
L-729 08/09	Exclusion - Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information	LLQ 102 02/15	Event Vendor, Exhibitor And Contractor Exclusion
LLQ101 08/06	Expanded Definition Of Employee	LLQ368 08/10	Separation Of Insureds Clarification Endorsement
SPE 300 05/09	Special Events Property Damage Amendment	SPE 311 01/15	Who Is An Insured
TRIADN 02/15	Policyholder Disclosure Notice of Terrorism Insurance Coverage	ME Jacket 09/10	The Main Event Special Event Commercial Liability Policy Jacket

The following forms apply to the Commercial Liability coverage part

CG0001 12/07	Commercial General Liability Coverage Form	CG2011 04/13	Additional Insured - Managers or Lessors of Premises
CG2107 05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included	CG2109 06/15	Exclusion - Unmanned Aircraft
CG2136 03/05	Exclusion - New Entities	CG2139 10/93	Contractual Liability Limitation
CG2144 07/98	Limitation Of Coverage To Designated Premises Or Project	CG2147 12/07	Employment-Related Practices Exclusion
L-387 03/06	Exclusion - Mechanical Rides	L-423 02/11	Exclusion For Structure Collapse
L-472 07/08	Exclusion - Injury To Performers Or Entertainers	L-526 01/15	Absolute War Or Terrorism Exclusion
L-536 09/09	Exclusion - Participation In Athletic Activity, Physical Activity Or Sports	L-599 10/12	Absolute Exclusion for Pollution, Organic Pathogen, Silica, Asbestos and Lead with a Hostile Fire Exception
L-686 10/12	Absolute Exclusion for Liquor and Other Related Liability	L-729 08/09	Exclusion - Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information
LLQ 102 02/15	Event Vendor, Exhibitor And Contractor Exclusion	SPE 300 05/09	Special Events Property Damage Amendment
SPE 305 03/13	Special Jewelry Coverage Endorsement	SPE 306 11/12	Cancellation or Postponement Coverage
SPE 307 11/12	Lost Deposit Coverage	SPE 308 03/13	Event Gift Coverage Endorsement
SPE 309 11/12	Wedding Attire Coverage	SPE 310 03/13	Photography And Video Coverage Endorsement
SPE 311 01/15	Who Is An Insured		

The following forms apply to the Liquor Liability coverage part

CG0033 12/07	Liquor Liability Coverage Form	CG2406 04/13	Liquor Liability - Bring Your Own Alcohol Establishments
L-559 11/10	Additional Insured - Manager Or Lessors Of Premises	L-729 08/09	Exclusion - Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information
LLQ 102 02/15	Event Vendor, Exhibitor And Contractor Exclusion	LQ-352 09/08	Event Vendor - Other Insurance
LQ-354 10/09	Limitation Of Coverage To Insured Premises	SPE 300 05/09	Special Events Property Damage Amendment
SPE 311 01/15	Who Is An Insured		

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-151
Pollworker Approval for the 2017 Elections

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-151

SYNOPSIS: Pursuant to Section 125 of the City Charter, Chapter 102.012 of the Florida Statutes, and the Municipal Election Agreement with the Nassau County Supervisor of Elections, the Nassau County Supervisor of Election's Office will provide training to all election workers, attached hereto as Exhibit "A". The City will employ and compensate elections workers directly for conducting the City General Election and the Runoff Election, if necessary.

FISCAL IMPACT: Funding is allocated in the FY 17/18 budget in the City Clerk's Election account #0011200 51200.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-151.

Caroline Best, City Clerk	08/18/2017
Dale Martin, City Manager	09/22/2017
Patti Clifford, Comptroller	09/22/2017
Tammi E. Bach, City Attorney	09/25/2017

Date: August 17, 2017

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2017-151

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE POLL WORKERS FOR THE 2017 CITY ELECTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 125 of the City Charter and Chapter 102.012 of the Florida Statutes, the City Commission shall make all necessary arrangements for holding all municipal elections and shall declare the results thereof; and

WHEREAS, the City Charter requires that inspectors, poll workers, and clerks of elections shall be appointed by the City Commission except that if the Commission shall fail to appoint them at least seven days before the date of any election, the Mayor may appoint them; and

WHEREAS, the inspectors, poll works, and clerks will receive training from the Nassau County Supervisor of Elections and will be eligible to serve in the 2017 City Elections; and

WHEREAS, the City Clerk requests that the City Commission appoint the individuals to serve as inspectors, poll workers, and clerks in the upcoming City General Election to be held on November 7, 2017, and the Run Off Election on December 12, 2017, if necessary; and

WHEREAS, funding is budgeted and available in the City Clerk's Election account #0011200 51200.

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 Inspectors, Poll Workers, and Clerks for the 2017 City Elections, as reflected in the attached Exhibit "A".

SECTION 2. This Resolution shall become effective immediately upon adoption.

ADOPTED this 3rd day of October, 2017.

CITY OF FERNANDINA BEACH

ROBIN C. LENTZ
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

Resolution 2017-151

Exhibit "A"

2017 City of Fernandina Beach Election Worker Names
Alliet, David
Blackwell, Victor
Brigmond, Noel
Calhoun, Peggy
Clerico, Neil
Collins, Christopher
Conner, Jamie
Creed, Valta
Daines, Richard
Galphin, Victoria
Haynes, Donna
Jolley, Ronald
Kaminski, James
King, Ulrike
Mann, Janie
Mauldin, Jean
McBride, Deborah
Megna, John P
Moore, Robert
Prevatt, Randall
Pyle, Christopher
Rash, Glenda
Reily, Richard
Roberts, Victoria
Samson, Laverne
Scott, Linda
Stubbs, Rose
Sossa, Maria
Taylor, Fredricka
Templeton, Joanne
Truluck, Jane
Vining, Marsha
Webber, Judith
Williams, Lavinia E
Woiciechowski, Kathleen

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-152
FY 2017/2018 Purchase Approval – City Vehicles and Equipment

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-152

SYNOPSIS: The Fleet Division requests the City Commission's approval to execute the vehicle purchase plan for FY 2017/2018 (see Exhibit "A"). All proposed vehicle purchases comply with the Vehicle Use Policy and were approved during the budget process. All proposed vehicle purchases are available through contract pricing using pricing provided by the Florida State Contract and the Florida Sheriff's Association Vehicle Bid Award.

City Commission approval is required as these lump sum purchases will exceed the City Manager's authority limit. Vehicles and equipment will be ordered in three stages in an effort to streamline the acquisition process.

FISCAL IMPACT: Funds have been allocated in the Police Machine/Equipment account #'s: #0012100 56400, 110 56400, and 190 56400; Fire Machine/Equipment account #0012200 56400 and Capital Improvements Fire Machine/Equipment account #3002200 56400; Recreation/Equipment account #0017200 56400; Cemetery/Equipment account #170 56400; Stormwater Machine/Equipment account #470 56400; Facilities Maintenance Machine/Equipment account #0011930 56400; Streets Machine/Equipment account #0014100 56400; Fleet Machine/Equipment account #510 56400; Building Machine/Equipment account #0012400 56400; and Utilities Machine/Equipment account #'s: 450 56400 and 460 56400.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-152.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	09/21/2017
Dale Martin, City Manager	09/22/2017
Patti Clifford, Comptroller	09/25/2017
Tammi E. Bach, City Attorney	09/25/2017

Date: August 07, 2017

Submitted By: Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2017-152

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE PURCHASE OF VEHICLES AND EQUIPMENT FOR THE CITY FLEET FOR FISCAL YEAR 2017/2018; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fleet Maintenance Division requests the approval to execute orders for vehicles & equipment for Fiscal Year 2017/2018; and

WHEREAS, pricing is set through the Florida Sheriff's Association Vehicle Bid Award and Florida State Contract; and

WHEREAS, vehicle purchases will occur in three stages (see Exhibit "A"). These purchases comply with the Vehicle Use Policy and were approved during the budget process; and

WHEREAS, funds have been allocated in the appropriate Departmental budgets for 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 purchase of vehicles and equipment for the City fleet for Fiscal Year 2017/2018.

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

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

ADOPTED this 3rd day of October, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

Resolution 2017-152
Exhibit "A"

Department	Recommended action	Estimated age at time of repl.	Budget \$	Repl.	Addit.
POLICE	**Replace #65 (2009 Ford Expedition) with Ford Explorer/Expedition**	9 years	\$30,000	X	
	Replace # 46 (2012 Ford Interceptor) with Ford Explorer	6 years	\$49,500	X	
	Replace #49 (2012 Ford Interceptor) with Ford Explorer	6 years	\$49,500	X	
	** Replace #47 (2012 Ford Interceptor) with Ford Explorer **	6 years	\$49,500	X	X
	** Replace #56 (2013 Ford Interceptor) with Ford Explorer **	6 years	\$49,500	X	X
FIRE & RESCUE	Replace #101 (2007 International 4300) with Dodge 5500 rescue platform	11 years	\$255,300	X	
	** Replace #120 (2009 Ford Escape) with Ford F-150 SSV **	9 years	\$38,000	X	
	Replace #128 (2006 Honda Aquatrax) with 3 ATVs for Ocean Rescue	12 years	\$22,500	X	X
REC / CEMETERY	Replace #203 (2006 Ford Ranger) with #425 from Streets	12 years	\$0	X	
	Replace #206 (2006 Ford F-150) with new F-150 or equiv	12 years	\$20,000	X	
	Replace #1610 (2012 Toro mower) with Grasshopper or equiv	5 years	\$9,000	X	
STORMWATER	Purchase new Ford F-350 (or equiv) w/crane	N/A	\$70,000		X
	Purchase new Ford F-250 4WD service truck or equivalent	N/A	\$35,000		X
	Purchase equipment trailer	N/A	\$5,000		X
MAINTENANCE	Replace #430 (2004 Ford F-450) with medium duty dump truck	13 years	\$75,000	X	
	Replace #425 (2006 Ford F-150) with new 2500 truck	12 years	\$30,000	X	
	Purchase additional truck (2500 or equiv) for Streets/Park	N/A	\$30,000		X
	Replace #701 (2000 Ford Expedition) with #1361 from Utilities	18 years	\$0	X	
	Replace #906 (2001 Ford E-350 Van) with 3500 utility body truck	17 years	\$33,000	X	
	Replace #452 (2008 GEM Cart) with similar cart	10 years	\$15,000	X	
	Purchase used motor grader	N/A	\$75,000		X
BUILDING/CODE	Replace #1276 (2007 Ford Escape) with new Nissan Frontier crew	11 years	\$25,000	X	

UTILITIES	Replace #338 (2006 Ford F-350) with 4500 utility w/crane	12 years	\$75,000	X
	Replace #339 (2006 Ford F-350) with 4500 utility w/crane	12 years	\$75,000	X
	Replace #303 (2005 Caterpillar skid steer) with equivalent	13 years	\$75,000	X
	** Replace #343 (2007 Ford F-150) with equivalent **	11 years	\$25,000	X
	Replace #1361 (2009 Chevrolet 2500) with 3500 service truck	9 years	\$40,000	X
	Replace #1310 (2004 Caterpillar backhoe) with equivalent	13 years	\$100,000	X
Finance / I.T.	None			
AIRPORT	None			

Notes: ** Purchase to replace #65 will be funded through the Law Enforcement Recovery Fund
 #47 and #56 will stay in service if new positions are awarded to the department
 #120 will be assigned as a spare vehicle in the FD to be used for Training/Admin
 #343 will be re-assigned to the plant operators and will be replacing #360 (2009 Chevrolet service truck).
 #360 will either be rotated to Fleet or Stormwater; or the truck will be sold.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-153
Lease/Purchase Approval - Motorola Solutions

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-153

SYNOPSIS: The City's Police and Fire department radios are not currently compatible with Nassau County. It is imperative that the City be able to effectively communicate with our County counterparts. The Lease/Purchase of the Motorola radios will allow compliant communications among all Public Safety works throughout the County.

Approves the lease/purchase of radios in the amount of \$417,154.28 directly from Motorola Solutions. See Municipal Lease Agreement, Motorola Terms and Conditions, and Exhibit "A", list of equipment.

FISCAL IMPACT: The Lease/Purchase of the Motorola radios is included in the FY 2017/2018 Capital Fund Budget, Police and Fire Equipment accounts: 3002100 56400 (\$225,300) and 3002200 56400 (\$201,900) respectively. The first Principal payment, \$142,385, due with receipt of the equipment, is budgeted in the Capital Fund Budget Principal account 3001000 57100.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-153.

Dale Martin, City Manager 09/22/2017

Tammi E. Bach, City Attorney 09/25/2017

Date: September 05, 2017

Submitted By: Patti Clifford, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2017-153

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE LEASE/PURCHASE OF MOTOROLA RADIOS FOR THE POLICE AND FIRE DEPARTMENTS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Nassau County transitioned to a new Motorola radio system and in order for City public safety departments to communicate with the County on the new radio system, requires the City acquire new radios. The County has requested City compliance by January 1, 2018; and

WHEREAS, the City is able to contract directly with Motorola for the required equipment; and

WHEREAS, this special discounted pricing offer expires October 17, 2017; and

WHEREAS, the items, quantities, and pricing requested are specified on Exhibit "A"; and

WHEREAS, this item is included in the FY 2017/2018 budget, in the Capital Improvement Fund's Police and Fire Equipment account numbers, 3002100 56400 and 3002200 56400 respectively.

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

SECTION 1. The City Commission hereby enters into a Lease Purchase agreement with Motorola for radios and related services.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to this lease purchase, upon the review and approval of the City Attorney.

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

ADOPTED this 3rd day of October, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

Subscribers Only – Motorola Terms and Conditions of Sale

1. **Scope.** Motorola Solutions, Inc. (“Seller” or “Licensor”) will sell to the City of Fernandina Beach Fire and Rescue Department (“Customer” or “Licensee”) and Customer will purchase from Seller the subscriber equipment described in Seller’s Quote dated August 22, 2017. These terms and conditions, together with the Quote, comprise the “Agreement.” Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that references and incorporates the Quote. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order.

2. **Contract Price and Payment.** The Contract Price in U.S. dollars is \$417,154.28. The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement executed between the parties. For Customer’s reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800. Motorola will pre-pay and add all freight charges to the invoices.

3. **Title.** Motorola will pre-pay and add all freight charges to the invoices. Unless otherwise stated in Equipment Lease-Purchase Agreement, title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

4. Warranty

4.1. **Motorola Software.** Motorola-owned Software will be warranted for ninety (90) days from the date of delivery of the shipment (the “Warranty Period”). During the Warranty Period, Licensor warrants that the unmodified Software, when used properly and in accordance with this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined solely with reference to the Documentation. Licensor does not warrant that Licensee’s use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Licensee’s particular requirements. Warranty claims are described in the Primary Agreement. Any software owned by a third party (“Non-Motorola Software”) is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-Motorola Software.

4.2. **Subscriber Warranty.** For one year from the date of shipment, Seller warrants that the equipment and parts under normal use and service are free from material defects in material and workmanship. These warranties do not apply to (i) defects or damage resulting from: use of the equipment, part, or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Seller; or Customer’s failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) scratches or other cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and (vi) normal or customary wear and tear. These express limited warranties are extended by Seller to the original user purchasing the products for commercial, industrial, or governmental use only, and are not assignable or transferable. If Customer gives notice of a valid warranty claim before the expiration of the warranty period, Seller will (at its option and at no additional charge to Customer) repair the defective product, replace it with the same or equivalent product, or refund the price of the defective product. This action will be the full extent of Seller’s liability for a warranty claim. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Seller.

4.3. **DISCLAIMER OF IMPLIED WARRANTIES.** TO THE EXTENT ALLOWED BY LAW, WARRANTIES ARE THE COMPLETE WARRANTIES AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOFTWARE COVERED BY THIS AGREEMENT IS A LICENSE AND NOT A SALE OF GOODS.

Section 5 Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party’s reasonable control (a “Force Majeure”). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

Section 6 Software License

6.1. Licensor will provide Products to Licensee that contain embedded or pre-loaded proprietary software, or both. “Software” means the proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of the software, and may contain one or more items of software owned by a third party supplier (“Third Party Software”). Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as “Documentation.” This Agreement contains the terms and conditions pursuant to which Licensor will license to Licensee, and Licensee may use, the Software and Documentation.

6.2. Subject to Section 6.1, Licensor hereby grants to Licensee a personal, non-transferable (except as permitted in Section 6.4 below), limited, and non-exclusive license under Licensor's applicable proprietary rights to use the Software and related Documentation for the purposes for which they were designed and in accordance with the terms and conditions of this Agreement. The license does not grant any rights to source code.

6.3. Licensee acknowledges that Licensor has made a considerable investment of resources in the development, marketing, and distribution of its proprietary Software and Documentation and that reasonable and appropriate limitations on Licensee's use of the Software and Documentation are necessary for Licensor to protect its investment, trade secrets, and valuable intellectual property rights concerning the Software and Documentation. Therefore, Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Licensee may not for any reason modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code, create derivative works from, adapt, translate, merge with other software, copy, reproduce, distribute, or export any Software or permit or encourage any third party to do so, except that Licensee may make one copy of Software provided by Licensor to be used solely for archival, back-up, or disaster recovery purposes. Licensee must reproduce all copyright and trademark notices on all copies of the Software and Documentation.

6.4. Transfers. Licensee may not copy onto or transfer Software installed in one Product device onto another device. Notwithstanding the preceding sentence, Licensee may temporarily transfer Software installed on one device onto another if the original device is inoperable or malfunctioning, if Licensee provides written notice to Licensor of this temporary transfer and it is discontinued when the original device is returned to operation. Upon Licensor's written request, Licensee must provide to Licensor a written list of all Product devices in which the Software is installed and being used by Licensee. Licensee will not transfer Software to any third party without Licensor's prior written consent, which consent may be withheld in Licensor's reasonable discretion and which may be conditioned upon the transferee paying all applicable license fees and agreeing to be bound by this Agreement. Notwithstanding the preceding sentence, if Licensee transfers ownership of radio Products to a third party, Licensee may assign its rights to use the Software embedded in or furnished for use with those radio Products if Licensee transfers all copies of the Software and the related Documentation to the transferee, and the transferee executes a transfer form to be provided by Licensor upon request (which form obligates the transferee to be bound by this License).

6.5. Ownership and Title. Title to Software will not pass to Licensee at any time but remains vested exclusively in the copyright owner. The copyright owner owns and retains all of its proprietary rights in any form concerning the Software and Documentation, including all rights in patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, and other intellectual properties (including any corrections, bug fixes, enhancements, updates, or modifications to or derivative works from the Software whether made by Licensor or another party, or any improvements that result from Licensor's processes or, if applicable, providing information services). Nothing in this Agreement is intended to restrict the proprietary rights of Licensor or to grant by implication or estoppel any proprietary rights. All intellectual property developed, originated, or prepared by Licensor in connection with providing to Licensee Software, Products, or related services remain vested exclusively in Licensor, and this Agreement does not grant to Licensee any shared development rights of intellectual property.

6.6. Term and Termination of this Software License. Licensee's right to use the Software begins when this Agreement is mutually executed by both parties and will continue during the life of the Products in which the Software is used, unless Licensee breaches this Agreement in which case it will be terminated immediately upon notice by Licensor. In addition to termination, Licensor will be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is an agency of the United States Government). Licensee acknowledges that its breach of this Agreement will result in irreparable harm to Licensor for which monetary damages would be inadequate. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Licensor that all copies of the Software Documentation have been returned to Licensor or destroyed and are no longer in use by Licensee.

6.7. Copyright Notices. The existence of a copyright notice on the Software will not be construed as an admission or presumption that public disclosure of the Software or any trade secrets associated with the Software has occurred.

6.8. Compliance with Laws. Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Licensor and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies, at the time of the action, requires an export license or other governmental approval. Violation of this provision will be a material breach of this Agreement, permitting immediate termination by Licensor.

6.9. Assignment. Licensor may assign any of its rights any of its obligations or encumber or sell any of its rights in any Software, without prior notice to or consent of Licensee.

Section 7 Confidential Information and Preservation of Proprietary Rights. Any information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-Motorola Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

Section 8 LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS;

INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

Section 9 GENERAL

9.1. Notices. Notices to Motorola should be sent to Legal, Government Affairs & Communications, 500 West Monroe Street, 43rd Floor, Chicago, IL 60661.

9.2. Governing Law. This Agreement will be governed by the laws of the United States to the extent that they apply, and otherwise by the laws of the State of Florida.

9.3. Miscellaneous. Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the Products. Customer will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the Products. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

9.4. General Indemnification. Motorola agrees to assume liability for and indemnify, hold harmless and defend the Customer, its mayor, commissioners, officers, employees and attorneys from and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims for injunctive or equitable relief and damages for personal injuries or property damage, arising out of the negligent or deliberate act or omission of Motorola, its officers, employees, representatives or agents. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the Customer may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

9.5. PATENT AND COPYRIGHT INFRINGEMENT.

9.5.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

9.5.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

9.5.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

Motorola Solutions, Inc.

By: 

Name and Title: Daniel Sanchez, Area Sales Manager

Date: 9/8/17

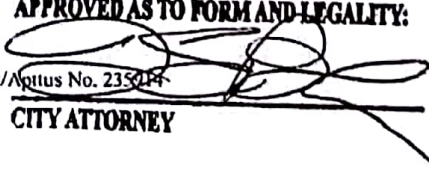
City of Fernandina Fire and Rescue Department

By: _____

Name and Title: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY



October 15, 2017

Patti Clifford
CITY OF FERNANDINA BEACH
204 Ash Street
Fernandina Beach FL 32034

RE: Municipal Lease #24175

Dear Ms. Clifford:

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24175 are valid for contracts that are executed and returned to Motorola on or before October 15, 2017 After 10/17/17, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 West Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

A handwritten signature in blue ink, appearing to read 'Bill Stancik', with a stylized flourish at the end.

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address CITY OF FERNANDINA BEACH
204 ASH STREET
FERNANDINA BEACH, FL 32034
E-mail Address: bfrench@fbfl.org
Attention: ACCOUNTS PAYABLE
Phone: (904) 310-3329
2. Lessee County Location: NASSAU, FL
3. Federal Tax I.D. Number 59-6000317
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: N/A
5. Equipment description that you would like to appear on your invoicing: POLICE + FIRE RADIOS

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address PATRICIA CLIFFORD
COMPTROLLER
204 ASH STREET
FERNANDINA BEACH, FL 32034
Phone: (904) 310-3333
Fax: (904) 310-3457
7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

LESSEE:

CITY OF FERNANDINA BEACH
204 Ash Street
Fernandina Beach FL 32034

Lease Number: 24175

LESSOR:

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("*Equipment*") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("*Lease*").

1. **TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on the Commencement Date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("*Lease Term*").

2. **RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. Lessee will seek funding each year as a part of its budget process. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

Lessee's obligation to make Lease Payments and to pay any other amounts payable under this Lease constitutes a current obligation payable only to the extent permitted by law and exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Lessee has not pledged and will not pledge its full faith and credit or its taxing power to pay any Lease Payments or any other amounts under this Lease. Neither Lessor nor any Assignee (described below) may compel the levy of any ad valorem taxes by Lessee to pay Lease Payments or any other amounts under this Lease.

3. **DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("*Equipment Location*"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that

the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "*Contract*") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("*Assignee*"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS." LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessor may request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee. In the event that Lessee agrees to deliver the Equipment to Lessor, Lessee hereby agrees to transfer title to and deliver possession of the Equipment in accordance with Section 17.1 of this Lease. In the event that Lessee does not return the Equipment to Lessor, Lessor may proceed by appropriate court action or actions, either at law or in equity, to recover damages.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "*Code*"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be subject to the limitations set forth in Sections 2 and 5 hereof.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT. During the Lease Term, title to the Equipment will vest in Lessee and Lessor will have no security interest therein. Notwithstanding the obligations of Lessee to pay the Lease Payments, this Lease shall not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment and Lessor shall have no right to involuntarily dispossess Lessee of the use and enjoyment of or title to the Equipment.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. To the extent permitted by law, Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assignee as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assignee as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; *provided, however,* that if such assignment is made to a bank or trust company as paying or escrow agent for holders of

certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. If Lessor terminates this Lease and receives possession of the Equipment, Lessor may sell or lease the Equipment or sublease it for the account of Lessee. If the proceeds of such sale, lease or sublease are not sufficient to pay the balance of any Lease Payments or other amounts owed by Lessee under the Lease, Lessor may pursue such other remedies as are available at law or in equity to collect the balance of such Lease Payments or other amounts from Lessee's legally available funds. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

17.1. RETURN OF THE EQUIPMENT. In the event that Lessee determines to return the Equipment to Lessor or its Assignee pursuant to Section 5 or 17 hereof, Lessee agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Lessor's option, (i) surrendering the Equipment to Lessor at the Equipment Location specified in Schedule A hereto, or (ii) loading the Equipment on board such carrier as Lessor shall specify and shipping the same, freight collect, to Lessor at the place designated by Lessor. In the event of any such delivery of the Equipment to Lessor, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Lessor, free and clear of all liens to which the Equipment has become subject.

Upon such delivery of the Equipment to Lessor, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (a) repair or restore such Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lessor (or to a location identified in a written notice to Lessee) or (b) pay to Lessor the actual cost of such repair, restoration and return.

There is no intent to create under any provision of this Lease a right in Lessor to involuntarily dispossess Lessee of the legal title to or the use of the Equipment. Lessor hereby irrevocably waives any right to specific performance of any covenant of Lessee to transfer legal title to and return possession of the Equipment.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and *provided* that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment Dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee and Lessor hereby waive any provision of law that prohibits or renders unenforceable any provision of this Lease in any respect.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of October, 2017

LESSEE:
CITY OF FERNANDINA BEACH

By: _____

Title: _____

LESSOR:
MOTOROLA SOLUTIONS, INC.

By:  _____

Title: Assistant Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of CITY OF FERNANDINA BEACH, an entity duly organized and existing under the laws of the State of Florida that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 24175 between CITY OF FERNANDINA BEACH and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of CITY OF FERNANDINA BEACH

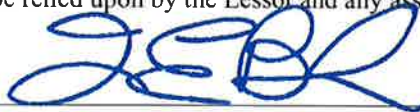
hereto this ____ day of October, 2017.

By: _____
(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 24175 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.



Attorney for CITY OF FERNANDINA BEACH

Tammi E. Bach, City Attorney

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 24175
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24175** ("Lease"), between Lessor and CITY OF FERNANDINA BEACH, Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 24 Months **Commencement Date: 10/15/2017**
First Payment Due Date: 10/15/2017

3 annual payments of \$142,384.76 as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.



MOTOROLA SOLUTIONS

Fernandina Beach Fire
Radio Proposal

SHIP TO	SUB SYS	BLOCK	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	DISCOUNT	UNIT AFTER DISCOUNT	EXT SALE PRICE
FBF&R	BASE	APX4500	2	M22URS9PW1AN	APX4500 7800	\$ 1,564.00	\$ 3,128.00	25%	\$ 1,173.00	\$ 2,346.00
FBF&R	BASE	APX4500	2		W382AM ADD: CONTROL STATION DESK GCAI MIC	\$ 169.00	\$ 338.00	25%	\$ 126.75	\$ 253.50
FBF&R	BASE	APX4500	2		G66AW ADD: DASH MOUNT O2 WWM	\$ 125.00	\$ 250.00	25%	\$ 93.75	\$ 187.50
FBF&R	BASE	APX4500	2		G89AC ADD: NO RF ANTENNA NEEDED	\$ -	\$ -	25%	\$ -	\$ -
FBF&R	BASE	APX4500	2		G24AX INT: 3 YEAR SERVICE FROM THE START LITE	\$ 131.00	\$ 262.00	0%	\$ 131.00	\$ 262.00
FBF&R	BASE	APX4500	2		QA02756AD ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	\$ 1,570.00	\$ 3,140.00	25%	\$ 1,177.50	\$ 2,355.00
FBF&R	BASE	APX4500	2		G91AE ADD: CONTROL STATION POWER SUPPLY	\$ 269.00	\$ 538.00	25%	\$ 201.75	\$ 403.50
FBF&R	BASE	APX4500	2		W665BJ ADD: CONTROL STATION OPERATION	\$ 70.00	\$ 140.00	25%	\$ 52.50	\$ 105.00
FBF&R	BASE	APX4500	2		QA00804AA ADD: APX O2 CONTROL HEAD (Grey)	\$ 492.00	\$ 984.00	25%	\$ 369.00	\$ 738.00
FBF&R	BASE	APX4500	2		GA44AH ADD: APX CONTROL HEAD SOFTWARE	\$ -	\$ -	25%	\$ -	\$ -
FBF&R	BASE	APX4500	2		G142AD ADD: NO SPEAKER NEEDED	\$ -	\$ -	25%	\$ -	\$ -
FBF&R	BASE	APX4500	2		GA00235AA ADD: NO GPS ANTENNA NEEDED	\$ -	\$ -	25%	\$ -	\$ -
FBF&R	BASE	APX4500	2		GA00380AD ADD: TDMA OPERATION	\$ 450.00	\$ 900.00	25%	\$ 337.50	\$ 675.00
FBF&R	MOBILE	APX8500	2	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	\$ 4,770.00	\$ 9,540.00	25%	\$ 3,577.50	\$ 7,155.00
FBF&R	MOBILE	APX8500	2		G67DF ADD: REMOTE MOUNT MP	\$ 297.00	\$ 594.00	25%	\$ 222.75	\$ 445.50
FBF&R	MOBILE	APX8500	2		G78AT ADD: 3 YR SFS LITE	\$ 250.00	\$ 500.00	0%	\$ 250.00	\$ 500.00
FBF&R	MOBILE	APX8500	2		G851AG ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$ 799.00	\$ 1,598.00	25%	\$ 599.25	\$ 1,198.50
FBF&R	MOBILE	APX8500	2		W969BG ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$ 330.00	\$ 660.00	25%	\$ 247.50	\$ 495.00
FBF&R	MOBILE	APX8500	2		GA00235AE ADD: NO GPS/WIFI ANTENNA NEEDED	\$ 0.00	\$ -	25%	\$ -	\$ -
FBF&R	MOBILE	APX8500	2		W22BA ADD: STD PALM MICROPHONE APEX	\$ 72.00	\$ 144.00	25%	\$ 54.00	\$ 108.00
FBF&R	MOBILE	APX8500	2		G006BL ENH: ASTRO DIGITAL CAI OP APEX	\$ 515.00	\$ 1,030.00	25%	\$ 386.25	\$ 772.50
FBF&R	MOBILE	APX8500	2		G51AT ENH: SMARTZONE OPERATION APX	\$ 1,500.00	\$ 3,000.00	25%	\$ 1,125.00	\$ 2,250.00
FBF&R	MOBILE	APX8500	2		B18CR ADD: AUXILIARY SPKR 7.5 WATT	\$ 60.00	\$ 120.00	25%	\$ 45.00	\$ 90.00
FBF&R	MOBILE	APX8500	2		GA01515AA ADD: J600 ADAPTER CABLE	\$ 95.00	\$ 190.00	25%	\$ 71.25	\$ 142.50
FBF&R	MOBILE	APX8500	2		G3671AH ADD: P25 TRUNKING SOFTWARE	\$ 300.00	\$ 600.00	25%	\$ 225.00	\$ 450.00
FBF&R	MOBILE	APX8500	2		GA00380AA ADD: TDMA OPERATION	\$ 450.00	\$ 900.00	25%	\$ 337.50	\$ 675.00
FBF&R	MOBILE	APX8500	2		GA42AJ ADD: OS CONTROL HEAD	\$ 432.00	\$ 864.00	25%	\$ 324.00	\$ 648.00
FBF&R	MOBILE	APX8500	2	KT000247A01	KIT, Y-CABLE, J2-J600/J2 APX8500	\$ 290.00	\$ 580.00	25%	\$ 217.50	\$ 435.00
FBF&R	MOBILE	APX8500	6	CB000091A03	CABLE, COAXIAL, QMA PLUG TO MINI-UHF JACK CONNECTOR	\$ 25.50	\$ 153.00	25%	\$ 19.13	\$ 114.75
FBF&R	MOBILE	APX8500	2	CB000091A02	CABLE, COAXIAL, QMA PLUG TO QMA PLUG CONNECTOR	\$ 32.00	\$ 64.00	25%	\$ 24.00	\$ 48.00
FBF&R	PORTABLE	APX8000	4	H911GDS9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	\$ 6,929.00	\$ 27,716.00	25%	\$ 5,196.75	\$ 20,787.00
FBF&R	PORTABLE	APX8000	4		Q806CB ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$ 2,060.00	25%	\$ 386.25	\$ 1,545.00
FBF&R	PORTABLE	APX8000	4		Q58AU ENH: 3 YEAR SERVICE FROM THE START LITE	\$ 118.00	\$ 472.00	0%	\$ 118.00	\$ 472.00
FBF&R	PORTABLE	APX8000	4		Q15AJ ENH: AES/DES-XL/DES-OFB	\$ 799.00	\$ 3,196.00	25%	\$ 599.25	\$ 2,397.00
FBF&R	PORTABLE	APX8000	4		QA02006AC ENH: APX8000XE RUGGED RADIO	\$ 800.00	\$ 3,200.00	25%	\$ 600.00	\$ 2,400.00
FBF&R	PORTABLE	APX8000	4		H38BS ADD: SMARTZONE OPERATION	\$ 1,500.00	\$ 6,000.00	25%	\$ 1,125.00	\$ 4,500.00
FBF&R	PORTABLE	APX8000	4		Q361AN ADD: P25 9600 BAUD TRUNKING	\$ 300.00	\$ 1,200.00	25%	\$ 225.00	\$ 900.00
FBF&R	PORTABLE	APX8000	4		QA00580AA ADD: TDMA OPERATION	\$ 450.00	\$ 1,800.00	25%	\$ 337.50	\$ 1,350.00
FBF&R	PORTABLE	APX8000	4		H659BW ENH: MULTIKEY	\$ 330.00	\$ 1,320.00	25%	\$ 247.50	\$ 990.00
FBF&R	ACCESSORY	APX8000	4	NNTN8575ABLK	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE, IMPRES XE RSM XT CABLE BLACK	\$ 480.00	\$ 1,920.00	25%	\$ 360.00	\$ 1,440.00
FBF&R	ACCESSORY	APX8000	4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, USNA	\$ 150.00	\$ 600.00	25%	\$ 112.50	\$ 450.00
FBF&R	ACCESSORY	APX8000	5	PNM4504A	BATT IMPRES 2 LITHIUM UL2054 DIVZ R IP68 3400T	\$ 150.00	\$ 750.00	25%	\$ 112.50	\$ 562.50
FBF&R	ACCESSORY	APX8000	4	NTN2570C	ASSEMBLY ACCESSORY WIRELESS ACCY KIT NFP 12 CABLE	\$ 324.50	\$ 1,298.00	25%	\$ 243.38	\$ 973.50
FBF&R	PORTABLE	APX6000	4	H88UCH9PW7BN	APX6000 700/800 MODEL 3.5 PORTABLE	\$ 3,455.00	\$ 13,820.00	25%	\$ 2,591.25	\$ 10,365.00
FBF&R	PORTABLE	APX6000	4		H885BK ADD: 3 YEAR SERVICE FROM THE START LITE	\$ 90.00	\$ 360.00	0%	\$ 90.00	\$ 360.00
FBF&R	PORTABLE	APX6000	4		Q806BM ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$ 2,060.00	25%	\$ 386.25	\$ 1,545.00
FBF&R	PORTABLE	APX6000	4		QA02006AA ENH: APX6000XE RUGGED RADIO	\$ 800.00	\$ 3,200.00	25%	\$ 600.00	\$ 2,400.00
FBF&R	PORTABLE	APX6000	4		QA00580AG ADD: TDMA OPERATION	\$ 450.00	\$ 1,800.00	25%	\$ 337.50	\$ 1,350.00
FBF&R	PORTABLE	APX6000	4		H38BT ADD: SMARTZONE OPERATION	\$ 1,200.00	\$ 4,800.00	25%	\$ 900.00	\$ 3,600.00
FBF&R	PORTABLE	APX6000	4		Q361AR ADD: P25 9600 BAUD TRUNKING	\$ 300.00	\$ 1,200.00	25%	\$ 225.00	\$ 900.00
FBF&R	ACCESSORY	APX6000	4	NNTN8575ABLK	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE, IMPRES XE RSM XT CABLE BLACK	\$ 480.00	\$ 1,920.00	25%	\$ 360.00	\$ 1,440.00



MOTOROLA SOLUTIONS

Fernandina Beach Fire
Radio Proposal

FBF&R	ACCESSORY	APX6000	4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, USINA	\$	150.00	\$	600.00	25%	\$	112.50	\$	450.00
FBF&R	ACCESSORY	APX6000	5	NNTN8930A	BATTERY PACK LITHIUM ION BATT IMPRES 2 LION TIA4950 R IP68 2650T	\$	155.00	\$	775.00	25%	\$	116.25	\$	581.25
FBF&R	ACCESSORY	APX6000	3	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NALA-PLUG, ACC USB CHGR	\$	1,250.00	\$	3,750.00	25%	\$	937.50	\$	2,812.50
FBF&R	ACCESSORY	APX6000	4	NTN2570C	ASSEMBLY ACCESSORY WIRELESS ACCY KIT NFP 12 CABLE	\$	324.50	\$	1,298.00	25%	\$	243.38	\$	973.50
FBF&R	MOBILE	APX4500	11	IM22URS9PW1AN	APX4500 7800	\$	1,564.00	\$	17,204.00	25%	\$	1,173.00	\$	12,903.00
FBF&R	MOBILE	APX4500	11		W22BA ADD: STD PALM MICROPHONE APEX	\$	72.00	\$	792.00	25%	\$	54.00	\$	594.00
FBF&R	MOBILE	APX4500	11		G67CF ADD: REMOTE MOUNT MID POWER	\$	297.00	\$	3,267.00	25%	\$	222.75	\$	2,450.25
FBF&R	MOBILE	APX4500	11		G174AF ADD: ANT 3DB LOW PROFILE 762-870	\$	43.00	\$	473.00	25%	\$	32.25	\$	354.75
FBF&R	MOBILE	APX4500	11		G24AX INT: 3 YEAR SERVICE FROM THE START LITE	\$	131.00	\$	1,441.00	0%	\$	131.00	\$	1,441.00
FBF&R	MOBILE	APX4500	11		QA02756AD ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	\$	1,570.00	\$	17,270.00	25%	\$	1,177.50	\$	12,952.50
FBF&R	MOBILE	APX4500	11		GA00804AA ADD: APX Q2 CONTROL HEAD (Grey)	\$	492.00	\$	5,412.00	25%	\$	369.00	\$	4,059.00
FBF&R	MOBILE	APX4500	11		G44AH ADD: APX CONTROL HEAD SOFTWARE	\$	-	\$	-	25%	\$	-	\$	-
FBF&R	MOBILE	APX4500	11		G610AC ADD: REMOTE MOUNT CBL 30 FEET	\$	25.00	\$	275.00	25%	\$	18.75	\$	206.25
FBF&R	MOBILE	APX4500	11		B18CR ADD: AUXILIARY SPKR 7.5 WATT	\$	60.00	\$	660.00	25%	\$	45.00	\$	495.00
FBF&R	MOBILE	APX4500	11		GA00235AA ADD: NO GPS ANTENNA NEEDED	\$	-	\$	-	25%	\$	-	\$	-
FBF&R	MOBILE	APX4500	11		GA00580AD ADD: TDMA OPERATION	\$	450.00	\$	4,950.00	25%	\$	337.50	\$	3,712.50
FBF&R	MOBILE	APX7500	2	M30TSS9PW1AN	APX7500 DUAL BAND MID POWER	\$	2,845.00	\$	5,690.00	25%	\$	2,133.75	\$	4,267.50
FBF&R	MOBILE	APX7500	2		G67BC ADD: REMOTE MOUNT MID POWER	\$	297.00	\$	594.00	25%	\$	222.75	\$	445.50
FBF&R	MOBILE	APX7500	2		GA00244AA ADD: 7800MHZ PRIMARY BAND	\$	-	\$	-	25%	\$	-	\$	-
FBF&R	MOBILE	APX7500	2		G78AR ADD: 3 YEAR SERVICE FROM THE START LITE	\$	168.00	\$	336.00	0%	\$	168.00	\$	336.00
FBF&R	MOBILE	APX7500	2		GA00308AA ADD: VHF MP SECONDARY BAND	\$	400.00	\$	800.00	25%	\$	300.00	\$	600.00
FBF&R	MOBILE	APX7500	2		GA00579AA ADD: ENABLE DUAL BAND OPERATION	\$	600.00	\$	1,200.00	25%	\$	450.00	\$	900.00
FBF&R	MOBILE	APX7500	2		W22BA ADD: STD PALM MICROPHONE APEX	\$	72.00	\$	144.00	25%	\$	54.00	\$	108.00
FBF&R	MOBILE	APX7500	2		GA00235AA ADD: NO GPS ANTENNA NEEDED	\$	-	\$	-	25%	\$	-	\$	-
FBF&R	MOBILE	APX7500	2		G610AC ADD: REMOTE MOUNT CBL 30 FEET	\$	25.00	\$	50.00	25%	\$	18.75	\$	37.50
FBF&R	MOBILE	APX7500	2		G51AT ENH: SMARTZONE OPERATION APX	\$	1,500.00	\$	3,000.00	25%	\$	1,125.00	\$	2,250.00
FBF&R	MOBILE	APX7500	2		G908BE ADD: ASTRO DIGITAL CBI OPERATION	\$	515.00	\$	1,030.00	25%	\$	386.25	\$	772.50
FBF&R	MOBILE	APX7500	2		G44AE ADD: APX CONTROL HEAD SOFTWARE	\$	-	\$	-	25%	\$	-	\$	-
FBF&R	MOBILE	APX7500	2		G442AJ ADD: OS CONTROL HEAD	\$	432.00	\$	864.00	25%	\$	324.00	\$	648.00
FBF&R	MOBILE	APX7500	2		B18CR ADD: AUXILIARY SPKR 7.5 WATT	\$	60.00	\$	120.00	25%	\$	45.00	\$	90.00
FBF&R	MOBILE	APX7500	2		G174AD ADD: ANT 3DB LOW-PROFILE 762-870	\$	43.00	\$	86.00	25%	\$	32.25	\$	64.50
FBF&R	MOBILE	APX7500	2		G301AC ADD: 98D ANT 138-174MHZ	\$	58.50	\$	117.00	25%	\$	43.88	\$	87.75
FBF&R	MOBILE	APX7500	2		G361AH ADD: P25 TRUNKING SOFTWARE	\$	300.00	\$	600.00	25%	\$	225.00	\$	450.00
FBF&R	MOBILE	APX7500	2		GA00580AA ADD: TDMA OPERATION	\$	450.00	\$	900.00	25%	\$	337.50	\$	675.00
FBF&R	PORTABLE	APX1000	28	H84UCD9PW5AN	APX 1000 7800 MHZ MODEL 1.5 PORTABLE	\$	1,391.00	\$	33,848.00	25%	\$	1,043.25	\$	29,211.00
FBF&R	PORTABLE	APX1000	28		QA04098AA ENH: P25 TRUNKING	\$	1,070.00	\$	29,960.00	25%	\$	802.50	\$	22,470.00
FBF&R	PORTABLE	APX1000	28		H885BK ADD: 3 YEAR SERVICE FROM THE START LITE	\$	90.00	\$	2,520.00	0%	\$	90.00	\$	2,520.00
FBF&R	PORTABLE	APX1000	28		QA00590AF ADD: TDMA OPERATION	\$	450.00	\$	12,600.00	25%	\$	337.50	\$	9,450.00
FBF&R	ACCESSORY	APX1000	35	NNTN8128BR	BATT IMPRES LION 2000T	\$	102.00	\$	3,570.00	25%	\$	76.50	\$	2,677.50
FBF&R	ACCESSORY	APX1000	10	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, USINA	\$	69.25	\$	692.50	25%	\$	51.94	\$	519.38
FBF&R	ACCESSORY	APX1000	5	WPLN4219D	IMPRES MUC WITH DISPLAY	\$	715.00	\$	3,575.00	25%	\$	536.25	\$	2,681.25
FBF&R	ACCESSORY	APX1000	5	PMMN4084A	IMPRES REMOTE SPEAKER MICROPHONE	\$	95.00	\$	475.00	25%	\$	71.25	\$	356.25
											Equipment Total \$			
											Program/Install \$			
											Total \$			
											225,796.38			
											50% off application software, contract/shipping of all items as proposed prior to 12/20/17, and trade in of existing radios \$			
											(23,902.44)			
											Sale Price \$			
											201,893.94			

Equipment discounts applied per State of Florida Department of Management Services P25 Commodity Contract #725-500-12-1

SHIP TO	SUB SYS	BLOCK	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	DISCOUNT	UNIT AFTER DISCOUNT	EXT SALE PRICE
FBPD	Portable	APX6000	34	H98UCF9PW6BN	APX6000 71800 MHZ MODEL 2.5 PORTABLE	\$ 3,026.00	\$ 102,884.00	25%	\$ 2,269.50	\$ 77,163.00
FBPD	Portable	APX6000	34	QA01222AB	ADD: BELT CLIP 3.0" (HLN8875)	12.00	\$ 408.00	25%	\$ 9.00	\$ 306.00
FBPD	Portable	APX6000	34	H869BZ	ENH: MULTIKEY	\$ 330.00	\$ 11,220.00	25%	\$ 247.50	\$ 8,415.00
FBPD	Portable	APX6000	34	Q15	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$ 799.00	\$ 27,166.00	25%	\$ 599.25	\$ 20,374.50
FBPD	Portable	APX6000	34	H122	ALT: 1/4- WAVE 71800 GPS STUBBY (NAR6595A)	\$ 24.00	\$ 816.00	25%	\$ 18.00	\$ 612.00
FBPD	Portable	APX6000	34	Q806	ADD: ASTRO DIGITAL CAL OPERATION	\$ 515.00	\$ 17,510.00	25%	\$ 386.25	\$ 13,132.50
FBPD	Portable	APX6000	34	H38	ADD: SMARTZONE OPERATION	\$ 1,200.00	\$ 40,800.00	25%	\$ 900.00	\$ 30,600.00
FBPD	Portable	APX6000	34	Q361	ADD: P25 9600 BAUD TRUNKING	\$ 300.00	\$ 10,200.00	25%	\$ 225.00	\$ 7,650.00
FBPD	Portable	APX6000	34	QA00580AC	ADD: TOMA OPERATION	\$ 450.00	\$ 15,300.00	25%	\$ 337.50	\$ 11,475.00
FBPD	Portable	APX6000	34	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	\$ 90.00	\$ 3,060.00	0%	\$ 90.00	\$ 3,060.00
FBPD	Accessory	APX6000	34	PMNNA485A	BATT IMPRES 2 LIION R IP68 2550T	127.00	\$ 4,318.00	25%	\$ 95.25	\$ 3,238.50
FBPD	Accessory	APX6000	34	NMTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$ 125.00	\$ 4,250.00	25%	\$ 93.75	\$ 3,187.50
FBPD	Accessory	APX6000	34	PMNNA4065A	IMPRES RSM, IP57	\$ 106.70	\$ 3,627.80	25%	\$ 80.03	\$ 2,720.85
FBPD	Accessory	APX6000	5	NNTN8527A	CHR IMPR VEH ADAPT INT	\$ 1,400.00	\$ 7,000.00	25%	\$ 1,050.00	\$ 5,250.00
FBPD	Accessory	APX6000	5	HSN4038A	SPKR, 7.5 W REMOTE	\$ 60.50	\$ 302.50	25%	\$ 45.38	\$ 226.88
FBPD	Accessory	APX6000	5	HLN5391A	MIC HANGUP CLIP SYS 9000	\$ 18.00	\$ 90.00	25%	\$ 13.50	\$ 67.50
FBPD	Accessory	APX6000	5	HMN1090C	ASSY,MIC,FRNT,GRY,STD PALM MIC	\$60.00	\$ 300.00	25%	\$ 45.00	\$ 225.00
FBPD	Accessory	APX6000	5	NTN8940B	TRUNION KIT	\$ 55.00	\$ 275.00	25%	\$ 41.25	\$ 206.25
FBPD	Accessory	APX6000	5	HAF4016A	ANTENNA 762-870MHZ - ROOF MOUNT	\$ 23.00	\$ 115.00	25%	\$ 17.25	\$ 86.25
FBPD	Accessory	APX6000	16	QA00580AE	TDMA UPGRADE	\$ 518.00	\$ 8,288.00	25%	\$ 388.50	\$ 6,216.00
FBPD	Accessory	APX6000	1	T7556A	APX PCMCIA ENCRYPTION UPGRADE CARD	\$ 125.00	\$ 125.00	25%	\$ 93.75	\$ 93.75
FBPD	Accessory	APX6000	16	CA00182AR	ADD: AES ENCRYPTION SOFTWARE	\$ 633.00	\$ 10,128.00	25%	\$ 474.75	\$ 7,596.00
FBPD	Mobile	APX4500	12	M22URS9PW1AN	APX4500 71800	\$ 1,504.00	\$ 18,048.00	25%	\$ 1,128.00	\$ 13,536.00
FBPD	Mobile	APX6000	12	GA00804AA	ADD: APX O2 CONTROL HEAD (Grey)	\$ 492.00	\$ 5,904.00	25%	\$ 369.00	\$ 4,428.00
FBPD	Mobile	APX4500	12	H869BZ	ENH: MULTIKEY	\$ 330.00	\$ 3,960.00	25%	\$ 247.50	\$ 2,970.00
FBPD	Mobile	APX4500	12	Q15	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$ 799.00	\$ 9,588.00	25%	\$ 599.25	\$ 7,191.00
FBPD	Mobile	APX4500	12	G444AH	ADD: APX CONTROL HEAD SOFTWARE	\$ -	\$ -	25%	\$ -	\$ -
FBPD	Mobile	APX4500	12	W22BA	ADD: PALM MICROPHONE	\$ 72.00	\$ 864.00	25%	\$ 54.00	\$ 648.00
FBPD	Mobile	APX4500	12	W432AG	ADD: AUXILIARY SPKR 13W (3.2OHM)	\$ 71.50	\$ 858.00	25%	\$ 53.63	\$ 643.50
FBPD	Mobile	APX4500	12	G67CF	ADD: REMOTE MOUNT MID POWER	\$ 297.00	\$ 3,564.00	25%	\$ 222.75	\$ 2,673.00
FBPD	Mobile	APX4500	12	QA00580AC	ADD: TOMA OPERATION	\$ 450.00	\$ 5,400.00	25%	\$ 337.50	\$ 4,050.00
FBPD	Mobile	APX4500	12	G24	INT: 3 YEAR SERVICE FROM THE START LITE	\$ 131.00	\$ 1,572.00	0%	\$ 131.00	\$ 1,572.00
FBPD	Mobile	APX4500	12	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	\$ 1,570.00	\$ 18,840.00	25%	\$ 1,177.50	\$ 14,130.00
FBPD	Mobile	APX4500	12	G174AF	ADD: ANT 3DB LOW-PROFILE 762-870	\$ 43.00	\$ 516.00	25%	\$ 32.25	\$ 387.00
Equipment Total \$ 254,130.98										
Program/Install \$ 10,822.34										
Total \$ 264,953.32										
50% off Application Software, Purchase prior to 12/20/17, and Trade in existing radio equipment \$ (39,682.98)										
Sale Price \$ 225,269.34										

Equipment discounts applied per State of Florida Department of Management Services P25 Commodity Contract #725-500-12-1

CITY OF FERNANDINA BEACH (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 0.000%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/15/2017	\$ 427,154.28	1		
2 Payment	10/15/2017	\$ 142,384.76	3	Annual	10/15/2019

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 10/15/2017				\$427,154.28
1 10/15/2017	\$142,384.76	\$ -	\$142,384.76	\$284,769.52
2 10/15/2018	\$142,384.76	\$ -	\$142,384.76	\$142,384.76
3 10/15/2019	\$142,384.76	\$ -	\$142,384.76	\$ -
Grand Totals	\$427,154.28	\$ -	\$427,154.28	

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$414,991.69 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.96%. Such issue price and yield will be stated in the applicable Form 8038-G.

INITIAL INSURANCE REQUIREMENT: \$427,154.28

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24175** to that Equipment Lease Purchase Agreement number **24175** will be maintained by CITY OF FERNANDINA BEACH as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Preferred Governmental Insurance Trust
Name of insurance provider

P. O. Box 958455
Address of insurance provider

Lake Mary, FL 32795
City, State and Zip Code

Harden & Associates (904) 548-2280
Phone number of local insurance provider

jrainey@hardenininsght.com
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24175** , _____, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	Total 3,621,963	10/1/16-17		PK2FL10452003 15-14
Property Damage	\$3,000,000 (subject to Sovereign Immunity Limits)	see above		see above
Public Liability	\$3,000,000 (subject to Sovereign Immunity Limits)	see above		see above

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 24175 to that Equipment Lease Purchase Agreement number 24175. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24175 and list any deductibles

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment? **PUBLIC SAFETY. POLICE AND FIRE COMMUNICATIONS INCLUDING WITH NASSAU COUNTY**
2. Why is the equipment essential to the operation of CITY OF FERNANDINA BEACH ?
NEED TO BE ON THE SAME COMMUNICATION PLATFORM AS NASSAU COUNTY, FL
3. Does the equipment replace existing equipment? **YES**

If so, why is the replacement being made? **COMPLIANT COMMUNICATIONS WITH NASSAU COUNTY, FL**

4. Is there a specific cost justification for the new equipment? **No**

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years? **CITY GENERAL FUND SOURCES**

Bank Qualified Statement

LESSEE CERTIFIES THAT IT HAS NOT DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on or before the execution date of the Lease, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between CITY OF FERNANDINA BEACH (Lessee) and Motorola Solutions, Inc. (Lessor).

1. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
2. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24175

Lease Schedule A No. : 24175

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A#24175. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF FERNANDINA BEACH

By: _____

Date: _____

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ► ☐

1 Issuer's name CITY OF FERNANDINA BEACH		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 204 Ash Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Fernandina Beach FL 32034		7 Date of issue 10/15/2017
8 Name of issue Equipment Lease-Purchase Agreement 24175		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	414,991.69
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19 If obligations are TANs or RANs, check only box 19a ☐		
If obligations are BANs, check only box 19b ☐		
20 If obligations are in the form of a lease or installment sale, check box ☐		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/15/19	\$ 414,991.69	\$ 414,991.69	2 years	2.96 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	414,991.69
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative Date ▶ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no. ▶	

SHIP TO	SUB SYS	BLOCK	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	DISCOUNT	UNIT AFTER DISCOUNT	EXT SALE PRICE
FBPD	Portable	APX6000	34	H98UCF9PW6BN	APX6000 7/800 MHZ MODEL 2.5 PORTABLE	\$ 3,026.00	\$ 102,884.00	25%	\$ 2,269.50	\$ 77,163.00
FBPD	Portable	APX6000	34	QA01222AB	ADD: BELT CLIP 3.0" (HLN6875)	\$ 12.00	\$ 408.00	25%	\$ 9.00	\$ 306.00
FBPD	Portable	APX6000	34	H869BZ	ENH: MULTIKEY	\$ 330.00	\$ 11,220.00	25%	\$ 247.50	\$ 8,415.00
FBPD	Portable	APX6000	34	Q15	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$ 799.00	\$ 27,166.00	25%	\$ 599.25	\$ 20,374.50
FBPD	Portable	APX6000	34	H122	ALT: 1/4- WAVE 7/800 GPS STUBBY (NAR6595A)	\$ 24.00	\$ 816.00	25%	\$ 18.00	\$ 612.00
FBPD	Portable	APX6000	34	Q806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$ 17,510.00	25%	\$ 386.25	\$ 13,132.50
FBPD	Portable	APX6000	34	H38	ADD: SMARTZONE OPERATION	\$ 1,200.00	\$ 40,800.00	25%	\$ 900.00	\$ 30,600.00
FBPD	Portable	APX6000	34	Q361	ADD: P25 9600 BAUD TRUNKING	\$ 300.00	\$ 10,200.00	25%	\$ 225.00	\$ 7,650.00
FBPD	Portable	APX6000	34	QA00580AC	ADD: TDMA OPERATION	\$ 450.00	\$ 15,300.00	25%	\$ 337.50	\$ 11,475.00
FBPD	Portable	APX6000	34	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	\$ 90.00	\$ 3,060.00	0%	\$ 90.00	\$ 3,060.00
FBPD	Accessory	APX6000	34	PMNN4485A	BATT IMPRES 2 LIION R IP68 2550T	\$ 127.00	\$ 4,318.00	25%	\$ 95.25	\$ 3,238.50
FBPD	Accessory	APX6000	34	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$ 125.00	\$ 4,250.00	25%	\$ 93.75	\$ 3,187.50
FBPD	Accessory	APX6000	34	PMMN4065A	IMPRES RSM, IP57	\$ 106.70	\$ 3,627.80	25%	\$ 80.03	\$ 2,720.85
FBPD	Accessory	APX6000	5	NNTN8527A	CHR IMPR VEH ADAPT INT	\$ 1,400.00	\$ 7,000.00	25%	\$ 1,050.00	\$ 5,250.00
FBPD	Accessory	APX6000	5	HSN4038A	SPKR 7.5 W REMOTE	\$ 60.50	\$ 302.50	25%	\$ 45.38	\$ 226.88
FBPD	Accessory	APX6000	5	HLN5391A	MIC HANGUP CLIP SYS 9000	\$ 18.00	\$ 90.00	25%	\$ 13.50	\$ 67.50
FBPD	Accessory	APX6000	5	HMN1090C	ASSY,MIC,FRNT,GRY,STD PALM MIC	\$ 60.00	\$ 300.00	25%	\$ 45.00	\$ 225.00
FBPD	Accessory	APX6000	5	NTN8940B	TRUNION KIT	\$ 55.00	\$ 275.00	25%	\$ 41.25	\$ 206.25
FBPD	Accessory	APX6000	5	HAF4016A	ANTENNA 762-870MHZ - ROOF MOUNT	\$ 23.00	\$ 115.00	25%	\$ 17.25	\$ 86.25
FBPD	Accessory	APX6000	16	QA00580AE	TDMA UPGRADE	\$ 518.00	\$ 8,288.00	25%	\$ 388.50	\$ 6,216.00
FBPD	Accessory	APX6000	1	T7556A	APX PCMCIA ENCRYPTION UPGRADE CARD	\$ 125.00	\$ 125.00	25%	\$ 93.75	\$ 93.75
FBPD	Accessory	APX6000	16	CA00182AR	ADD: AES ENCRYPTION SOFTWARE	\$ 633.00	\$ 10,128.00	25%	\$ 474.75	\$ 7,596.00
FBPD	Mobile	APX4500	12	M22URS9PW1AN	APX4500 7/800	\$ 1,504.00	\$ 18,048.00	25%	\$ 1,128.00	\$ 13,536.00
FBPD	Mobile	APX6000	12	GA00804AA	ADD: APX O2 CONTROL HEAD (Grey)	\$ 492.00	\$ 5,904.00	25%	\$ 369.00	\$ 4,428.00
FBPD	Mobile	APX4500	12	H869BZ	ENH: MULTIKEY	\$ 330.00	\$ 3,960.00	25%	\$ 247.50	\$ 2,970.00
FBPD	Mobile	APX4500	12	Q15	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$ 799.00	\$ 9,588.00	25%	\$ 599.25	\$ 7,191.00
FBPD	Mobile	APX4500	12	G444AH	ADD: APX CONTROL HEAD SOFTWARE	\$ -	\$ -	25%	\$ -	\$ -
FBPD	Mobile	APX4500	12	W22BA	ADD: PALM MICROPHONE	\$ 72.00	\$ 864.00	25%	\$ 54.00	\$ 648.00
FBPD	Mobile	APX4500	12	W432AG	ADD: AUXILARY SPKR 13W (3.2OHM)	\$ 71.50	\$ 858.00	25%	\$ 53.63	\$ 643.50
FBPD	Mobile	APX4500	12	G87CF	ADD:REMOTE MOUNT MID POWER	\$ 297.00	\$ 3,564.00	25%	\$ 222.75	\$ 2,673.00
FBPD	Mobile	APX4500	12	QA00580AC	ADD: TDMA OPERATION	\$ 450.00	\$ 5,400.00	25%	\$ 337.50	\$ 4,050.00
FBPD	Mobile	APX4500	12	G24	INT: 3 YEAR SERVICE FROM THE START LITE	\$ 131.00	\$ 1,572.00	0%	\$ 131.00	\$ 1,572.00
FBPD	Mobile	APX4500	12	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	\$ 1,570.00	\$ 18,840.00	25%	\$ 1,177.50	\$ 14,130.00
FBPD	Mobile	APX4500	12	G174AF	ADD: ANT 3DB LOW-PROFILE 762-870	\$ 43.00	\$ 516.00	25%	\$ 32.25	\$ 387.00
										Equipment Total \$ 254,130.98
										Program/Install \$ 10,822.34
										Total \$ 264,953.32
										50% off Application Software, Purchase prior to 12/20/17, and Trade in existing radio equipment \$ (39,692.98)
										Sale Price \$ 225,260.34

Equipment discounts applied per State of Florida Department of Management Services P25 Commodity Contract #725-500-12-1

SHIP TO	SUB SYS	BLOCK	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	DISCOUNT	UNIT AFTER DISCOUNT	EXT SALE PRICE
FBF&R	BASE	APX4500	2	M22URS9PW1AN	APX4500 7/800	\$ 1,564.00	\$ 3,128.00	25%	\$ 1,173.00	\$ 2,346.00
FBF&R	BASE	APX4500	2		W382AM ADD: CONTROL STATION DESK GCAI MIC	\$ 169.00	\$ 338.00	25%	\$ 126.75	\$ 253.50
FBF&R	BASE	APX4500	2		G66AW ADD: DASH MOUNT Q2 WWM	\$ 125.00	\$ 250.00	25%	\$ 93.75	\$ 187.50
FBF&R	BASE	APX4500	2		G89AC ADD: NO RF ANTENNA NEEDED	\$ -	\$ -	25%	\$ -	\$ -
FBF&R	BASE	APX4500	2		G24AX INT: 3 YEAR SERVICE FROM THE START LITE	\$ 131.00	\$ 262.00	0%	\$ 131.00	\$ 262.00
FBF&R	BASE	APX4500	2		QA02756AD ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	\$ 1,570.00	\$ 3,140.00	25%	\$ 1,177.50	\$ 2,355.00
FBF&R	BASE	APX4500	2		G91AE ADD: CONTROL STATION POWER SUPPLY	\$ 269.00	\$ 538.00	25%	\$ 201.75	\$ 403.50
FBF&R	BASE	APX4500	2		W665BJ ADD: CONTROL STATION OPERATION	\$ 70.00	\$ 140.00	25%	\$ 52.50	\$ 105.00
FBF&R	BASE	APX4500	2		GA00804AA ADD: APX Q2 CONTROL HEAD (Grey)	\$ 492.00	\$ 984.00	25%	\$ 369.00	\$ 738.00
FBF&R	BASE	APX4500	2		G444AH ADD: APX CONTROL HEAD SOFTWARE	\$ -	\$ -	25%	\$ -	\$ -
FBF&R	BASE	APX4500	2		G142AD ADD: NO SPEAKER NEEDED	\$ -	\$ -	25%	\$ -	\$ -
FBF&R	BASE	APX4500	2		GA00235AA ADD: NO GPS ANTENNA NEEDED	\$ -	\$ -	25%	\$ -	\$ -
FBF&R	BASE	APX4500	2		GA00580AD ADD: TDMA OPERATION	\$ 450.00	\$ 900.00	25%	\$ 337.50	\$ 675.00
FBF&R	MOBILE	APX8500	2	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	\$ 4,770.00	\$ 9,540.00	25%	\$ 3,577.50	\$ 7,155.00
FBF&R	MOBILE	APX8500	2		G67DF ADD: REMOTE MOUNT MP	\$ 297.00	\$ 594.00	25%	\$ 222.75	\$ 445.50
FBF&R	MOBILE	APX8500	2		G78AT ADD: 3 YR SFS LITE	\$ 250.00	\$ 500.00	0%	\$ 250.00	\$ 500.00
FBF&R	MOBILE	APX8500	2		G851AG ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$ 799.00	\$ 1,598.00	25%	\$ 599.25	\$ 1,198.50
FBF&R	MOBILE	APX8500	2		W969BG ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$ 330.00	\$ 660.00	25%	\$ 247.50	\$ 495.00
FBF&R	MOBILE	APX8500	2		GA00235AE ADD: NO GPS/WI-FI ANTENNA NEEDED	\$ 0.00	\$ -	25%	\$ -	\$ -
FBF&R	MOBILE	APX8500	2		W22BA ADD: STD PALM MICROPHONE APEX	\$ 72.00	\$ 144.00	25%	\$ 54.00	\$ 108.00
FBF&R	MOBILE	APX8500	2		G806BL ENH: ASTRO DIGITAL CAI OP APEX	\$ 515.00	\$ 1,030.00	25%	\$ 386.25	\$ 772.50
FBF&R	MOBILE	APX8500	2		G51AT ENH: SMARTZONE OPERATION APX	\$ 1,500.00	\$ 3,000.00	25%	\$ 1,125.00	\$ 2,250.00
FBF&R	MOBILE	APX8500	2		B18CR ADD: AUXILIARY SPKR 7.5 WATT	\$ 60.00	\$ 120.00	25%	\$ 45.00	\$ 90.00
FBF&R	MOBILE	APX8500	2		GA01515AA ADD: J600 ADAPTER CABLE	\$ 95.00	\$ 190.00	25%	\$ 71.25	\$ 142.50
FBF&R	MOBILE	APX8500	2		G361AH ADD: P25 TRUNKING SOFTWARE	\$ 300.00	\$ 600.00	25%	\$ 225.00	\$ 450.00
FBF&R	MOBILE	APX8500	2		GA00580AA ADD: TDMA OPERATION	\$ 450.00	\$ 900.00	25%	\$ 337.50	\$ 675.00
FBF&R	MOBILE	APX8500	2		G442AJ ADD: O5 CONTROL HEAD	\$ 432.00	\$ 864.00	25%	\$ 324.00	\$ 648.00
FBF&R	MOBILE	APX8500	2	KT000247A01	KIT, Y-CABLE, J2:J600/J2 APX8500	\$ 290.00	\$ 580.00	25%	\$ 217.50	\$ 435.00
FBF&R	MOBILE	APX8500	6	CB000091A03	CABLE, COAXIAL,QMA PLUG TO MINI-UHF JACK CONNETOR	\$ 25.50	\$ 153.00	25%	\$ 19.13	\$ 114.75
FBF&R	MOBILE	APX8500	2	CB000091A02	CABLE, COAXIAL,QMA PLUG TO QMA PLUG CONNETOR	\$ 32.00	\$ 64.00	25%	\$ 24.00	\$ 48.00
FBF&R	PORTABLE	APX8000	4	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	\$ 6,929.00	\$27,716.00	25%	\$ 5,196.75	\$ 20,787.00
FBF&R	PORTABLE	APX8000	4		Q806CB ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$ 2,060.00	25%	\$ 386.25	\$ 1,545.00
FBF&R	PORTABLE	APX8000	4		Q58AU ENH: 3 YEAR SERVICE FROM THE START LITE	\$ 118.00	\$ 472.00	0%	\$ 118.00	\$ 472.00
FBF&R	PORTABLE	APX8000	4		Q15AJ ENH: AES/DES,DES-XL,DES-OFB	\$ 799.00	\$ 3,196.00	25%	\$ 599.25	\$ 2,397.00
FBF&R	PORTABLE	APX8000	4		QA02006AC ENH: APX8000XE RUGGED RADIO	\$ 800.00	\$ 3,200.00	25%	\$ 600.00	\$ 2,400.00
FBF&R	PORTABLE	APX8000	4		H38BS ADD: SMARTZONE OPERATION	\$ 1,500.00	\$ 6,000.00	25%	\$ 1,125.00	\$ 4,500.00
FBF&R	PORTABLE	APX8000	4		Q361AN ADD: P25 9600 BAUD TRUNKING	\$ 300.00	\$ 1,200.00	25%	\$ 225.00	\$ 900.00
FBF&R	PORTABLE	APX8000	4		QA00580AA ADD: TDMA OPERATION	\$ 450.00	\$ 1,800.00	25%	\$ 337.50	\$ 1,350.00
FBF&R	PORTABLE	APX8000	4		H869BW ENH: MULTIKEY	\$ 330.00	\$ 1,320.00	25%	\$ 247.50	\$ 990.00
FBF&R	ACCESSORY	APX8000	4	NNTN8575ABLK	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES XE RSM XT CABLE BLACK	\$ 480.00	\$ 1,920.00	25%	\$ 360.00	\$ 1,440.00
FBF&R	ACCESSORY	APX8000	4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$ 150.00	\$ 600.00	25%	\$ 112.50	\$ 450.00
FBF&R	ACCESSORY	APX8000	5	PMNN4504A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T	\$ 150.00	\$ 750.00	25%	\$ 112.50	\$ 562.50
	ACCESSORY	APX8000	4	NTN2570C	ASSEMBLY ACCESSORY WIRELESS ACCY KIT NFP 12 CABLE	\$ 324.50	\$ 1,298.00	25%	\$ 243.38	\$ 973.50
FBF&R	PORTABLE	APX6000	4	H98UCH9PW7BN	APX6000 700/800 MODEL 3.5 PORTABLE	\$ 3,455.00	\$13,820.00	25%	\$ 2,591.25	\$ 10,365.00
FBF&R	PORTABLE	APX6000	4		H885BK ADD: 3 YEAR SERVICE FROM THE START LITE	\$ 90.00	\$ 360.00	0%	\$ 90.00	\$ 360.00
FBF&R	PORTABLE	APX6000	4		Q806BM ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$ 2,060.00	25%	\$ 386.25	\$ 1,545.00
FBF&R	PORTABLE	APX6000	4		QA02006AA ENH: APX6000XE RUGGED RADIO	\$ 800.00	\$ 3,200.00	25%	\$ 600.00	\$ 2,400.00
FBF&R	PORTABLE	APX6000	4		QA00580AC ADD: TDMA OPERATION	\$ 450.00	\$ 1,800.00	25%	\$ 337.50	\$ 1,350.00
FBF&R	PORTABLE	APX6000	4		H38BT ADD: SMARTZONE OPERATION	\$ 1,200.00	\$ 4,800.00	25%	\$ 900.00	\$ 3,600.00
FBF&R	PORTABLE	APX6000	4		Q361AR ADD: P25 9600 BAUD TRUNKING	\$ 300.00	\$ 1,200.00	25%	\$ 225.00	\$ 900.00
FBF&R	ACCESSORY	APX6000	4	NNTN8575ABLK	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES XE RSM XT CABLE BLACK	\$ 480.00	\$ 1,920.00	25%	\$ 360.00	\$ 1,440.00

FBF&R	ACCESSORY	APX6000	4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$	150.00	\$	600.00	25%	\$	112.50	\$	450.00
FBF&R	ACCESSORY	APX6000	5	NNTN8930A	BATTERY PACK,LITHIUM ION,BATT IMPRES 2 LIION TIA4950 R IP68 2650T	\$	155.00	\$	775.00	25%	\$	116.25	\$	581.25
	ACCESSORY	APX6000	3	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	\$	1,250.00	\$	3,750.00	25%	\$	937.50	\$	2,812.50
	ACCESSORY	APX6000	4	NTN2570C	ASSEMBLY ACCESSORY WIRELESS ACCY KIT NFP 12 CABLE	\$	324.50	\$	1,298.00	25%	\$	243.38	\$	973.50
FBF&R	MOBILE	APX4500	11	M22URS9PW1AN	APX4500 7/800	\$	1,564.00	\$	\$17,204.00	25%	\$	1,173.00	\$	12,903.00
FBF&R	MOBILE	APX4500	11		W22BA ADD: STD PALM MICROPHONE APEX	\$	72.00	\$	\$ 792.00	25%	\$	54.00	\$	594.00
FBF&R	MOBILE	APX4500	11		G67CF ADD:REMOTE MOUNT MID POWER	\$	297.00	\$	\$ 3,267.00	25%	\$	222.75	\$	2,450.25
FBF&R	MOBILE	APX4500	11		G174AF ADD: ANT 3DB LOW-PROFILE 762-870	\$	43.00	\$	\$ 473.00	25%	\$	32.25	\$	354.75
FBF&R	MOBILE	APX4500	11		G24AX INT: 3 YEAR SERVICE FROM THE START LITE	\$	131.00	\$	\$ 1,441.00	0%	\$	131.00	\$	1,441.00
FBF&R	MOBILE	APX4500	11		QA02756AD ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	\$	\$1,570.00	\$	\$17,270.00	25%	\$	1,177.50	\$	12,952.50
FBF&R	MOBILE	APX4500	11		GA00804AA ADD: APX O2 CONTROL HEAD (Grey)	\$	492.00	\$	\$ 5,412.00	25%	\$	369.00	\$	4,059.00
FBF&R	MOBILE	APX4500	11		G444AH ADD: APX CONTROL HEAD SOFTWARE	\$	-	\$	-	25%	\$	-	\$	-
FBF&R	MOBILE	APX4500	11		G610AC ADD: REMOTE MOUNT CBL 30 FEET	\$	25.00	\$	\$ 275.00	25%	\$	18.75	\$	206.25
FBF&R	MOBILE	APX4500	11		B18CR ADD: AUXILARY SPKR 7.5 WATT	\$	60.00	\$	\$ 660.00	25%	\$	45.00	\$	495.00
FBF&R	MOBILE	APX4500	11		GA00235AA ADD: NO GPS ANTENNA NEEDED	\$	-	\$	-	25%	\$	-	\$	-
FBF&R	MOBILE	APX4500	11		GA00580AD ADD: TDMA OPERATION	\$	450.00	\$	\$ 4,950.00	25%	\$	337.50	\$	3,712.50
FBF&R	MOBILE	APX7500	2	M30TSS9PW1AN	APX7500 DUAL BAND MID POWER	\$	2,845.00	\$	\$ 5,690.00	25%	\$	2,133.75	\$	4,267.50
FBF&R	MOBILE	APX7500	2		G67BC ADD: REMOTE MOUNT MID POWER	\$	297.00	\$	\$ 594.00	25%	\$	222.75	\$	445.50
FBF&R	MOBILE	APX7500	2		GA00244AA ADD: 7/800MHZ PRIMARY BAND	\$	-	\$	-	25%	\$	-	\$	-
FBF&R	MOBILE	APX7500	2		G78AR ADD: 3 YEAR SERVICE FROM THE START LITE	\$	168.00	\$	\$ 336.00	0%	\$	168.00	\$	336.00
FBF&R	MOBILE	APX7500	2		GA00308AA ADD: VHF MP SECONDARY BAND	\$	400.00	\$	\$ 800.00	25%	\$	300.00	\$	600.00
FBF&R	MOBILE	APX7500	2		GA00579AA ADD: ENABLE DUAL BAND OPERATION	\$	600.00	\$	\$ 1,200.00	25%	\$	450.00	\$	900.00
FBF&R	MOBILE	APX7500	2		W22BA ADD: STD PALM MICROPHONE APEX	\$	72.00	\$	\$ 144.00	25%	\$	54.00	\$	108.00
FBF&R	MOBILE	APX7500	2		GA00235AA ADD: NO GPS ANTENNA NEEDED	\$	-	\$	-	25%	\$	-	\$	-
FBF&R	MOBILE	APX7500	2		G610AC ADD: REMOTE MOUNT CBL 30 FEET	\$	25.00	\$	\$ 50.00	25%	\$	18.75	\$	37.50
FBF&R	MOBILE	APX7500	2		G51AT ENH: SMARTZONE OPERATION APX	\$	1,500.00	\$	\$ 3,000.00	25%	\$	1,125.00	\$	2,250.00
FBF&R	MOBILE	APX7500	2		G806BE ADD: ASTRO DIGITAL CAI OPERATION	\$	515.00	\$	\$ 1,030.00	25%	\$	386.25	\$	772.50
FBF&R	MOBILE	APX7500	2		G444AE ADD: APX CONTROL HEAD SOFTWARE	\$	-	\$	-	25%	\$	-	\$	-
FBF&R	MOBILE	APX7500	2		G442AJ ADD: O5 CONTROL HEAD	\$	432.00	\$	\$ 864.00	25%	\$	324.00	\$	648.00
FBF&R	MOBILE	APX7500	2		B18CR ADD: AUXILARY SPKR 7.5 WATT	\$	60.00	\$	\$ 120.00	25%	\$	45.00	\$	90.00
FBF&R	MOBILE	APX7500	2		G174AD ADD: ANT 3DB LOW-PROFILE 762-870	\$	43.00	\$	\$ 86.00	25%	\$	32.25	\$	64.50
FBF&R	MOBILE	APX7500	2		G301AC ADD: 3BD ANT 136-174MHZ	\$	58.50	\$	\$ 117.00	25%	\$	43.88	\$	87.75
FBF&R	MOBILE	APX7500	2		G361AH ADD: P25 TRUNKING SOFTWARE	\$	300.00	\$	\$ 600.00	25%	\$	225.00	\$	450.00
FBF&R	MOBILE	APX7500	2		GA00580AA ADD: TDMA OPERATION	\$	450.00	\$	\$ 900.00	25%	\$	337.50	\$	675.00
FBF&R	PORTABLE	APX1000	28	H84UCD9PW5AN	APX 1000 7/800 MHZ MODEL 1.5 PORTABLE	\$	1,391.00	\$	\$38,948.00	25%	\$	1,043.25	\$	29,211.00
FBF&R	PORTABLE	APX1000	28		QA04096AA ENH: P25 TRUNKING	\$	1,070.00	\$	\$29,960.00	25%	\$	802.50	\$	22,470.00
FBF&R	PORTABLE	APX1000	28		H885BK ADD: 3 YEAR SERVICE FROM THE START LITE	\$	90.00	\$	\$ 2,520.00	0%	\$	90.00	\$	2,520.00
FBF&R	PORTABLE	APX1000	28		QA00580AF ADD: TDMA OPERATION	\$	450.00	\$	\$12,600.00	25%	\$	337.50	\$	9,450.00
FBF&R	ACCESSORY	APX1000	35	NNTN8128BR	BATT IMPRES LIION 2000T	\$	102.00	\$	\$ 3,570.00	25%	\$	76.50	\$	2,677.50
FBF&R	ACCESSORY	APX1000	10	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	\$	69.25	\$	\$ 692.50	25%	\$	51.94	\$	519.38
	ACCESSORY	APX1000	5	WPLN4219D	IMPRES MUC WITH DISPLAY	\$	715.00	\$	\$ 3,575.00	25%	\$	536.25	\$	2,681.25
FBF&R	ACCESSORY	APX1000	5	PMMN4084A	IMPRES REMOTE SPEAKER MICROPHONE	\$	95.00	\$	\$ 475.00	25%	\$	71.25	\$	356.25

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-154
Award of Bid #17-10 - Kellerman Construction, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-154

SYNOPSIS:

On August 31, 2017, staff opened and reviewed sealed bids for the safety improvements and enhancements to the timber walkway that is located to the north and west of the river front restaurant. Kellerman Construction, Inc. provided the lowest qualified bid of \$34,000 and meets the bid requirements. Staff requests approval to spend up to \$34,000 for the safety improvements and enhancements to the timber walkway and requests approval to execute a general services contract with Kellerman Construction, Inc. for these services.

FISCAL IMPACT: This project is being funded by grants with the Florida Fish and Wildlife Commission in the amount of \$100,000, the Florida Inland Navigational District in the amount of \$89,306 and by the City of Fernandina Beach in the amount of \$6,000. Funding for the expenditure is included in the FY 2017/2018 budget Improvements account 480 56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-154.

Dale Martin, City Manager	09/22/2017
Patti Clifford, Comptroller	09/22/2017
Tammi E. Bach, City Attorney	09/25/2017

Date: August 09, 2017

Submitted By: Joe Springer, Marina Manager

COMMISSION ACTION: Adopt

RESOLUTION 2017-154

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, AWARDING BID #17-10 TO KELLERMAN CONSTRUCTION, INC. IN THE AMOUNT OF \$34,000; AUTHORIZING EXECUTION OF SERVICES CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Marina Department must provide for safety improvements and enhancements to the Timber Walk Dock located north and west of the restaurant; and

WHEREAS, the City issued Invitation to Bid #17-10 for the Safety Improvements and Enhancements to the Timber Walk Dock located north and west of the restaurant; and

WHEREAS, submitted bids were opened and reviewed on August 31, 2017, and Kellerman Construction, Inc. provided the lowest qualified bid of \$34,000; and

WHEREAS, funding has been budgeted in the Marina Improvements Account, 480 56300 to fully fund the project as a bid.

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

SECTION 1. The City Commission hereby awards Bid #17-10 to Kellerman Construction, Inc. in a not-to-exceed amount of \$34,000.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute a services contract with Kellerman Construction, Inc. upon review of the City Attorney.

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

ADOPTED this 3rd day of October, 2017.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

Robin C. Lentz
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **TIMBER REPAIRS MARINA BOARDWALK**.

The City will receive sealed bids at the location stated below not later than **10:00am, August 31, 2017**. A **mandatory pre-bid meeting** will be held at **9:30am, on Friday, August 18, 2017 at Fernandina Beach City Hall, 204 Ash Street, Fernandina Beach, FL. 32034** and all participants will be invited to view the work site after that meeting.

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 in the fiscal year 2017-2018 budget.

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 version, cd or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB # 17-10** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB# 17-10**
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**, 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 Statement**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**" herein provides as "**Exhibit C**", "**E-Verify Statement**" herein provided as "**Exhibit D**", "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit E**", a "**Conflict of Interest**", herein provided as, "**Exhibit F**", "**Non-Collusion Affidavit**", herein provided as "**Exhibit G**", a "**Dispute Disclosure Form**", herein provided as "**Exhibit H**".

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

SCOPE OF WORK:

The scope of this bid is only for the 6 foot wide, approximate 70 linear foot timber boardwalk area north and west of Brett's Waterway Café, to provide access for both local and transient visitors and to reestablish fuel, water and communication lines to the check-in/dock-store facilities. A list of projects is outlined below. Photographs of each item listed is included as **Attachment "A" (pages 1-4)**.

- 1.) Furnish all material, labor, supervision and equipment necessary to complete the following items:
 - a. Remove and dispose of all related debris within the work area detailed above.
 - b. Build approximately 70 linear feet of new six (6) foot wide timber boardwalk and handrail system where the original timber boardwalk is no longer present.
 - c. All structural lumber and timber shall contain only sound wood free from any form of decay. All lumber and timber shall be Southern Yellow Pine, and its association grading rules shall conform to the basic provisions American Lumber Standards Committee (ALSC) - PS 20, and American Softwood Lumber Standard (ASLS).
 - d. Timber Species shall be Southern Yellow Pine
 - e. All fixed pier framing and decking shall be Southern Yellow Pine Inspection Bureau Grade No. 1 Dense.
 - f. Dressing: Provide timber which has been dressed on 4 sides (S4S) at mill, prior to grading. Comply with grade sizes.
 - g. End Sealer: Manufacturer's standard transparent colorless wood sealer, which is effective in retarding the transmission of moisture at cross grain cuts.
 - h. Any potential corrosive installation of dissimilar materials shall be properly insulated to minimize or eliminate corrosion in the marine environment.
 - i. Preservative Treatment: Pressure-treat timber members with Chromated Copper Arsenate (CCA) in accordance with American Wood Protections Association (AWPA) Standard C2, for the marine environment. Minimum retentions shall be 0.6 pounds per cubic foot for elements subject to saltwater splash and 2.5 pounds per cubic foot for members subject to constant or periodic saltwater immersion. Identify treatment on each piece by the quality mark of an agency accredited by the Board of Review of the American Lumber Standards Committee (ALSA).
 - j. Level and secure the existing boardwalk.
 - k. Utilize ¾" Hot Dipped Galvanized (HDG) thru bolts, two (2) each in every piling to piling cap location.
 - l. Utilize stainless steel strapping to secure stringers to pile caps.
 - m. New decking to be fastened with stainless steel screws.
 - n. New handrail to match existing handrail.
 - o. Hanging and fastening of the fuel lines to the sub structure of the boardwalk from the point of egress of the bulkhead to the western most portion of the timber boardwalk.
 - p. Route existing water, telephone and communication lines over stringers.
 - q. This bid shall include permitting, material and labor for the project.
 - r. A warranty of one (1) year for materials and workmanship.
- 2.) No new pilings are anticipated. However, **"Contact Sheet/Bid Form"**, **"Exhibit A"** includes a line item for the cost of a replacement piling in case pilings are required.

Bidders must commence work within 45 business days of signed contract and finish all work within 90 calendar days from commencement.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

AWARD

Award recommendation shall be awarded 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 can be downloaded online at www.fbfl.us/bids and Onvia DemandStar at www.Demandstar.com. Any questions regarding the bid package can be directed in writing to Wanda Weeks, Purchasing Agent at wweeks@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 Weeks at wweeks@fbfl.org.

<u>Department</u>	<u>Contact</u>	<u>Email</u>	<u>Phone</u>
Marina	Joe Springer	jspringer@fbfl.org	(904) 310-3304
Finance	Wanda Weeks	wweeks@fbfl.org	(904) 310-3331

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.

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.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

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 Marina Director 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.

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.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

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 Marina Director or 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.**

QUALITY STANDARDS

1. The Marina, Director or designee will examine the work in progress, as well as upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of the specifications.
2. CONTRACTOR shall, at their own expense, apply additional materials or otherwise correct any deficiencies to the satisfaction of the Marina, Director or designee.
3. CONTRACTOR shall ensure all parts and services conform in strength and quality of material and workmanship per manufacturer's specifications.

REQUIRED INSPECTIONS

Prior to the start of any work, CONTRACTOR shall examine all surfaces and report in writing to the Marina Director or 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 the CONTRACTOR of any of their 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.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

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 #17-10
TIMBER REPAIRS MARINA BOARDWALK

**GENERAL CONDITIONS OF INVITATION TO BID
“CONSTRUCTION”**

1. PREPARATION OF BID

- a. INVITATION TO BID shall be prepared in accordance with the following:
- b. The enclosed Bid Form, attached hereto as “Exhibit A”, shall be used when submitting your INVITATION TO BID.
- c. All information required by the 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.
- d. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
- f. 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.
- g. 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.*
- h. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- i. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bid.
- j. Deliveries are to be made during regular business hours.
- k. 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.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

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 Occupational Safety and Health Administration (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. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 2 one year renewals possible based on the mutual consent of the parties.
- e. 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 Purchasing web page.
- f. 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.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

- 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.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

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 – “CONSTRUCTION”

The parties recognize that the Contractor is an independent contractor. 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 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 the City, and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such 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. 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. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, 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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
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(\$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

CITY OF FERNANDINA BEACH, FLORIDA
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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" 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 2-244.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

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

- a. 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 #17-10
TIMBER REPAIRS MARINA BOARDWALK

ATTACHMENT “A”
PHOTOGRAPHS OF DAMAGE

ATTACHMENT “A” Page 1 of 4

ITEM 1 – EXAMPLE OF DEBRIS TO BE REMOVED



CITY OF FERNANDINA BEACH, FLORIDA
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ATTACHMENT "A"
PHOTOGRAPHS OF DAMAGE

ATTACHMENT "A" Page2 of 4

ITEM 2 – TIMBER BOARDWALK WEST SIDE OF BRETT'S WATERWAY CAFE



CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
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ATTACHMENT “A”
PHOTOGRAPHS OF DAMAGE

ATTACHMENT “A” Page3 of 4

ITEM 3 – TIMBER BOARDWALK CORNER BETWEEN NORTHSIDE AND WESTSIDE OF BRETT’S WATERWAY CAFÉ



CITY OF FERNANDINA BEACH, FLORIDA
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TIMBER REPAIRS MARINA BOARDWALK

ATTACHMENT "A"
PHOTOGRAPHS OF DAMAGE

ATTACHMENT "A" Page 4 of 4

ITEM 4 – TIMBER BOARDWALK NORTH SIDE OF BRETT'S WATERWAY CAFÉ



CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

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 #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT: **FOR REPAIRS TO TIMBER APPROX.**
70 LINEAR FEET OF TIMBER BOARDWALK \$ _____

PRICE PER WOODEN PILING OF EQUAL
OR GREATER SIZE INSTALLED IF NEEDED \$ _____

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 BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

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 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 bid 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
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

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 vendor 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 vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor 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 _____, 201 ____, 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 #17-10
TIMBER REPAIRS MARINA BOARDWALK

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 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: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT “D”

CITY OF FERNANDINA BEACH



E~VERIFY STATEMENT

Bid/Proposal Number:_____

Product or Project Description:_____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant 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 Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm:_____

Authorized Signature:_____

Title:_____

Date:_____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT “E”

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 #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT “F”

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 Proposal 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 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 nor 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.

Notary Signature My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT "G"

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 _____

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 _____, 2017, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires:

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT “H”

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an “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+

**City of Fernandina Beach, Florida
Addendum No. 1
For
Invitation to Bid
ITB #17-10 TIMBER REPAIRS TO MARINA BOARDWALK**



City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

INTRODUCTION

The City of Fernandina Beach, Florida (CITY) is accepting competitive sealed bids for **ITB #17-10, Timber Repairs to Marina Boardwalk.**

The City will receive sealed proposals at the location stated below not later than 10:00am Aug 31, 2017.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Contractor to have its proposal 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 Contractor. Submittals received after the deadline will not be considered.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE PROPOSER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM No. 1.**

ADDENDUM No. 1

The following changes are applicable to the original bid documents and specifications of **ITB #17-10, Timber Repairs Marina Boardwalk**. This Addendum No. 1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE PROPOSER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

NAME: _____ TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

A. Questions from Proposers and Responses:

1. RE: Brett's Walkway - Please specify pile butt size and length for replacement piling price (existing appear to be 14" butt, likely 35'-40') - **Pile butt size is 14" butt, 40' length**
2. Shall the pipe/conduit hangers to be replaced be stainless steel? - **Pipe/Conduit hangers to be replaced with stainless steel hangers.**

CITY OF FERNANDINA BEACH PRE-BID MEETING

ITB #17-11 Repairs to Marina Attenuator

Aug 18, 2017 Pre-bid Meeting

DATE/	NAME	COMPANY	LOCATION	EMAIL
08/18/2017 9:30am	Weston Merkel	Harbor Marine	Jacksonville, FL	merkelweston@yahoo.com
8/18/2017 9:30am	Scott Farrell	Farrell Brothers Marine Const	Jacksonville, FL	sfarrell@farrellmarine.com
8/18/2017 9:330am	Tammy Buckard	CGC, Inc	Jacksonville, FL	office@cgccivil.c om
8/18/2017 9:30am	Adam Wilson	South Eastern Dock	Jacksonville, FL	sedocks@cgccivil.com
8/18/2017 9:30am	Lisa Anderson	Custom Marine	Townsend, GA	custommarineconstruction@gmail.com
8/18/2017 9:30am	Brahm Kellerman	Kellerman Construction, Inc.	Valdosta, GA	kellermanconstruction@gmail.com
8/18/2017 9:30am	Elizabeth Pittman	OTAK Group	Yulee, FL	epittman@otakgroup.com

CITY OF FERNANDINA BEACH BID OPENING
ITB #17-10 REPAIRS TO MARINA TIMBER BOARDWALK

AUG 31, 2017 Bid Opening

Opened by Joe Springer and Wanda Weak

[illegible]

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT: FOR REPAIRS TO TIMBER APPROX.
70 LINEAR FEET OF TIMBER BOARDWALK \$ 28,000

PRICE PER WOODEN PILING OF EQUAL
OR GREATER SIZE INSTALLED IF NEEDED \$ 6,000

Delivered, F.O.B. Fernandina Beach, Florida

Name: Kellerman Construction, Inc.

Federal Taxpayer ID: 20-4176567

Mailing Address: 210 S. Oak St.

City, State, & Zip Code: Valdosta, GA. 31601

Telephone: (229) 249-5330 Fax: (229) 249-5330

Email: kellermanconstruction@gmail.com

Submitted By: M. Brahm Kellerman

Title: President

FIRM Accepts Credit Cards*: Yes No
Accounting Contact:

Name: Jeanne Crosby Title: Office Manager

Email Address: j.crosby.kellerman@gmail.com Phone: (229) 249-5330

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

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 Bid, Proposal or Contract for City of Fernandina Beach FL. Bid # 17-10 Timber Repairs Marina Boardwalk.
2. This sworn statement is submitted by (entity) Kellerman Construction, Inc. whose business address is 210 S. Oak St. Valdosta, GA. 31601 and (if applicable) Federal Employer Identification Number (FEIN) is 20-4176567 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is M. Brahm Kellerman 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 bid 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
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

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 vendor 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 vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

Jo. B. B. B.
Signature

08/30/2017
Date:

STATE OF Georgia
COUNTY OF Lowndes

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 30th day of August and is personally known to me, or has provided personally Known as identification.

Jeanne Crosby
Notary Public
My Commission expires: 01/04/2018



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

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 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: Kellerman Construction, Inc.

CITY: Valdosta STATE: GA ZIP CODE: 31601

SIGNATURE:  PHONE: (229) 249-5330

NAME (TYPED OR PRINTED): M. Brahm Kellerman TITLE: President

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT "D"

CITY OF FERNANDINA BEACH



E-VERIFY STATEMENT

Bid/Proposal Number: # 17-10

Product or Project Description: City of Fernandina Beach, FL. Timber Repairs Marina Boardwalk

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant 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 Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: Kellerman Construction, Inc.

Authorized Signature: 

Title: President

Date: 08/30/2017

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT "E"

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: M. Brahm Kellerman Title: President

Signature:  Date: 08/30/2017

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandian Beach Fl. Bid # 17-10 Timber Repairs Marina Boardwalk.

This sworn statement is submitted by (entity) Kellerman Construction, Inc whose business address is 210 S. Oak St., Valdosta, GA. 31601 and (if applicable) Federal Employer Identification Number (FEIN) is 20-4176567 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is M. Brahm Kellerman and my relationship to the entity named above is President.

1. The above named entity is submitting a Proposal 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 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 nor 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

08/30/2017

Date:

STATE OF Georgia
COUNTY OF Lowndes

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 30th day of August, 207 , and is personally known to me or has provided Personally Known as identification.



Notary Signature

My Commission expires: 01/04/2018

FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach, FL. Bid # 17-10 Timber Repairs Marina Boardwalk.

This sworn statement is submitted by (entity) Kellerman Construction, Inc whose business address is 210 S. Oak St. Valdosta, GA. 31601 and (if applicable) Federal Employer Identification Number (FEIN) is 20-4176567 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is M. Brahm Kellerman 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.

M. Brahm Kellerman
Signature

08/30/2017
Date:

STATE OF Georgia
COUNTY OF Lowndes

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 30th day of August, 2017, and is personally known to me, or has provided Personally Known as identification.

Jeanne M. Crosby
Notary Signature

My Commission expires: 01/04/2018



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "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.

Firm Kellerman Construction, Inc.

Date 08/30/2017

Authorized Signature



Printed or Typed Name and Title: M. Brahm Kellerman,
President

THIS FORM MUST BE INCLUDED WITH PROPOSAL±

**City of Fernandina Beach, Florida
Addendum No. 1
For
Invitation to Bid
ITB #17-10 TIMBER REPAIRS TO MARINA BOARDWALK**



City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

INTRODUCTION

The City of Fernandina Beach, Florida (CITY) is accepting competitive sealed bids for **ITB #17-10, Timber Repairs to Marina Boardwalk.**

The City will receive sealed proposals at the location stated below not later than 10:00am Aug 31, 2017.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Contractor to have its proposal 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 Contractor. Submittals received after the deadline will not be considered.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE PROPOSER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM No. 1.**

ADDENDUM No. 1

The following changes are applicable to the original bid documents and specifications of **ITB #17-10, Timber Repairs Marina Boardwalk**. This Addendum No. 1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE PROPOSER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

NAME: M. Brahm Kellerman TITLE: President

ADDRESS: 210 S. Oak St., Valdosta, GA. 31601

CITY: Valdosta STATE: GA

AUTHORIZED SIGNATURE:  DATE: 08/30/2017

A. Questions from Proposers and Responses:

1. RE: Brett's Walkway - Please specify pile butt size and length for replacement piling price (existing appear to be 14" butt, likely 35'-40') - *Pile butt size is 14" butt, 40' length*
2. Shall the pipe/conduit hangers to be replaced be stainless steel? - *Pipe/Conduit hangers to be replaced with stainless steel hangers.*

Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (City of Fernandina) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

203277

Federal Work Authorization User Identification Number

04/02/2009

Date of Authorization

Kellerman Construction, Inc.

Name of Contractor

Bid # 17-10 Timber Repairs Marina Boardwalk

Name of Project

City of Fernandina Beach, Fl.

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 29th, August, 2017 in Valdosta (city), GA (state).



Signature of Authorized Officer or Agent

M. Brahm Kellerman, President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 29th DAY OF August, 2017.



NOTARY PUBLIC

My Commission Expires:

01/04/2018



KELLE-1

OP ID: BJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2017

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 VALDOSTA INSURANCE SERVICES Post Office Box 2070 Valdosta, GA 31604-2070 Steven L. Hall		229-242-4560		CONTACT NAME: Steven L. Hall		PHONE (A/C, No, Ext): 229-242-4560		FAX (A/C, No): 229-242-4561	
				E-MAIL ADDRESS:					
				INSURER(S) AFFORDING COVERAGE				NAIC #	
				INSURER A: Berkley Southeast Insurance					
				INSURER B:					
				INSURER C:					
				INSURER D:					
				INSURER E:					
				INSURER F:					

INSURED Kellerman Construction Inc.
210 S Oak St
Valdosta, GA 31601

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 LTB	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			CNA4381013	07/21/2017	07/21/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CNA4381013	07/21/2017	07/21/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 0			CNA4381013	07/21/2017	07/21/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA4381014	07/21/2017	07/21/2018	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY/OFF

City of Fernadina Beach
204 Ash Street
Fernadina 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



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**KELLERMAN, MATTHEW BRAHM
KELLERMAN CONSTRUCTION, INC.
1418 A HARBIN CIRCLE
VALDOSTA GA 31601**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CGC1522807

ISSUED: 06/13/2016

**CERTIFIED GENERAL CONTRACTOR
KELLERMAN, MATTHEW BRAHM
KELLERMAN CONSTRUCTION, INC.**

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1606130000751

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER

CGC1522807

**The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018**

**KELLERMAN, MATTHEW BRAHM
KELLERMAN CONSTRUCTION, INC.
1418 A HARBIN CIRCLE
VALDOSTA GA 31601**



ISSUED: 06/13/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606130000751

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT "A"
CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT: FOR REPAIRS TO TIMBER APPROX.
70 LINEAR FEET OF TIMBER BOARDWALK \$ 48,200

PRICE PER WOODEN PILING OF EQUAL
OR GREATER SIZE INSTALLED IF NEEDED \$ 2,800⁰⁰

Delivered, F.O.B. Fernandina Beach, Florida

Name: cwa Development dba
CUSTOM MARINE CONSTRUCTION

Federal Taxpayer ID: 94-3433200

Mailing Address: 1082 MIDWAY ST NE

City, State, & Zip Code: TOWNSEND, GA 31331

Telephone: 912-270-3625 Fax: none

Email: custommarineconstruction@gmail.com

Submitted By: Lisa Anderson

Title: President + Owner

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Lisa Anderson Title: Pres + Owner

Email Address: custommarineconstruction@gmail.com Phone: 912-270-3625

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

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 Bid, Proposal or Contract for \$ 48,200.00.
cwa Development dba
2. This sworn statement is submitted by (entity) Custom Marine Construction whose business address is 1002 Midway St. NE Townsend, GA 31331 and (if applicable) Federal Employer Identification Number (FEIN) is 94-3433200 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Lisa Anderson and my relationship to the entity named above is Pres + Owner.
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 bid 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
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

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.

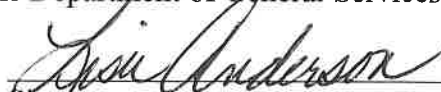
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ 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.)

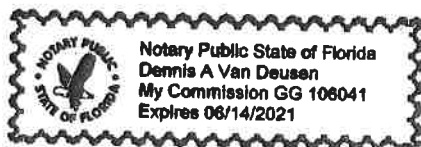
☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

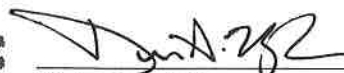
☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)


Signature _____ Date: 8-30-17

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 30th day of August, 2017, and is personally known to me, or has provided 6ADL as identification.




Notary Public
My Commission expires: 06/14/2021

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

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 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: CWA Development dba Custom Marine Construction

CITY: Townsend STATE: GA ZIP CODE: 31331

SIGNATURE: Lisa Anderson PHONE: 912-270-3625

NAME (TYPED OR PRINTED): Lisa Anderson TITLE: Pres + Owner

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT "D"

CITY OF FERNANDINA BEACH



E-VERIFY STATEMENT

Bid/Proposal Number: 17-10

Product or Project Description: Timber Repairs to Marina Boardwalk

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant 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 Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: CWA Development dba Custom Marine Construction

Authorized Signature: Lisa Anderson

Title: Pres + Owner

Date: 8-30-17

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK
THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "E"

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: Lisa Anderson Title: Pres + Owner

Signature: Lisa Anderson Date: 8-30-17

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for 48,800.00.

This sworn statement is submitted by (entity) OWA Development dba Custom Marine Construction whose business address is 1083 Midway St NE, Townsend, GA 31331 and (if applicable) Federal Employer Identification Number (FEIN) is 94-3433200 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Lisa Anderson and my relationship to the entity named above is Pres + Owner.

1. The above named entity is submitting a Proposal 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 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 nor 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.

Lisa Anderson 8-30-17
Signature Date:

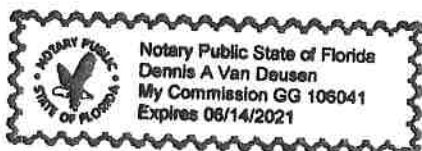
STATE OF FLORIDA

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 30th day of August, 2017, and is personally known to me, or has provided GADL as identification.

[Signature]
Notary Signature

My Commission expires: 06/14/2021



CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for \$48,200.00.

This sworn statement is submitted by (entity) CWA Development dba Custom Marine Construction whose business address is 10023 Midway St. NE, Towns, GA 31331 and (if applicable) Federal Employer Identification Number (FEIN) is 94-3433200 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Lisa Anderson and my relationship to the entity named above is Pres + Owner.

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.

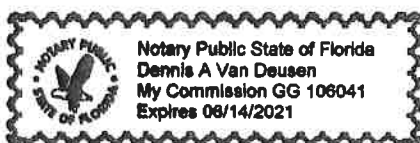
Lisa Anderson 8-30-17
Signature Date:

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 30th day of August, 2017, and is personally known to me, or has provided GADL as identification.

[Signature]
Notary Signature

My Commission expires: 06/14/2021



CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK
THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "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.

CWA Development dba Custom Marine Constructors 8-30-17
Firm Date

Lisa Anderson
Authorized Signature

Lisa Anderson Pres & Owner
Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL+

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

City of Fernandina Beach, Florida
Addendum No. 1
For
Invitation to Bid
ITB #17-10 TIMBER REPAIRS TO MARINA BOARDWALK



City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

INTRODUCTION

The City of Fernandina Beach, Florida (CITY) is accepting competitive sealed bids for **ITB #17-10, Timber Repairs to Marina Boardwalk.**

The City will receive sealed proposals at the location stated below not later than 10:00am Aug 31, 2017.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Contractor to have its proposal 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 Contractor. Submittals received after the deadline will not be considered.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE PROPOSER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM No. 1.**

ADDENDUM No. 1

The following changes are applicable to the original bid documents and specifications of **ITB #17-10, Timber Repairs Marina Boardwalk**. This Addendum No. 1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE PROPOSER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

CWA Development dba
NAME: *Custom Marine Construction Lisa Anderson* TITLE: *Pres & Owner*

ADDRESS: *1082 Midway St. NE*

CITY: *Townsend* STATE: *GA*

AUTHORIZED SIGNATURE: *Lisa Anderson* DATE: *8-30-17*

A. Questions from Proposers and Responses:

1. RE: Brett's Walkway - Please specify pile butt size and length for replacement piling price (existing appear to be 14" butt, likely 35'-40') - Pile butt size is 14" butt, 40' length
2. Shall the pipe/conduit hangers to be replaced be stainless steel? - Pipe/Conduit hangers to be replaced with stainless steel hangers.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

Copy

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **TIMBER REPAIRS MARINA BOARDWALK**.

The City will receive sealed bids at the location stated below not later than **10:00am, August 31, 2017**. A **mandatory pre-bid meeting** will be held at **9:30am, on Friday, August 18, 2017 at Fernandina Beach City Hall, 204 Ash Street, Fernandina Beach, FL. 32034** and all participants will be invited to view the work site after that meeting.

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 in the fiscal year 2017-2018 budget.

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 version, cd or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB # 17-10** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB# 17-10**
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**, 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 Statement"**, herein provided as **"Exhibit B"**, **"Drug-Free Workplace Certification"** herein provides as **"Exhibit C"**, **"E-Verify Statement"** herein provided as **"Exhibit D"**, **"Proposer Acknowledgements and Agreements"**, herein provided as **"Exhibit E"**, a **"Conflict of Interest"**, herein provided as, **"Exhibit F"**, **"Non-Collusion Affidavit"**, herein provided as **"Exhibit G"**, a **"Dispute Disclosure Form"**, herein provided as **"Exhibit H"**.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

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 #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT "A"
CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT: FOR REPAIRS TO TIMBER APPROX.
70 LINEAR FEET OF TIMBER BOARDWALK \$ 36,174.26

PRICE PER WOODEN PILING OF EQUAL
OR GREATER SIZE INSTALLED IF NEEDED \$ 2,000.00

Delivered, F.O.B. Fernandina Beach, Florida

Name: Harbor Marine Dock Company, Inc.

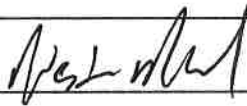
Federal Taxpayer ID: 59-3590690

Mailing Address: PO Box 3379

City, State, & Zip Code: Ponte Vedra Beach, FL 32004

Telephone: 904 242 8104 Fax: _____

Email: Merkelweston@yahoo.com

Submitted By: Weston Merkel 

Title: Vice President

FIRM Accepts Credit Cards*: ☒ Yes ☐ No

Accounting Contact:

Name: Weston Merkel Title: Vice President

Email Address: Merkelweston@yahoo.com Phone: 904 307 2501

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

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 Bid, Proposal or Contract for ITB #17-10.
2. This sworn statement is submitted by (entity) Harbor Marine Dock Company, Inc. whose business address is PO Box 3379, Ponte Vedra Beach, FL 32004 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3590690 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Weston Merkel and my relationship to the entity named above is Vice 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 bid 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
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK**

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.)

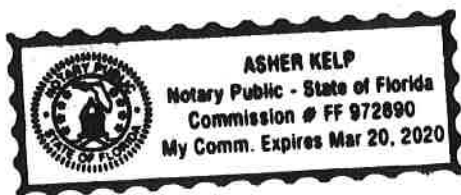
_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature: Westerlund Date: 8/29/17

STATE OF FLORIDA
COUNTY OF ~~FLORIDA~~ St. Johns

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 29th day of August, 201 17, and is personally known to me, or has provided FL DL as identification.



Notary Public
My Commission expires:

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

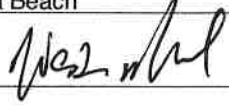
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

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 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: Harbor Marine Dock Company, Inc.

CITY: Ponte Vedra Beach STATE: FL ZIP CODE: 32004

SIGNATURE:  PHONE: 904 242 8104

NAME (TYPED OR PRINTED): Weston Merkel TITLE: Vice President

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT "D"

CITY OF FERNANDINA BEACH



E-VERIFY STATEMENT

Bid/Proposal Number: ITB 17-10

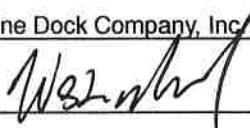
Product or Project Description: Timber Repairs Marina Boardwalk

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant 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 Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: Harbor Marine Dock Company, Inc.

Authorized Signature: 

Title: Vice President

Date: 8/29/17

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT "E"

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: Weston Merkel Title: Vice President

Signature:  Date: 8/29/17

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT "F"

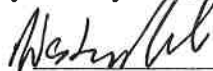
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB # 17-10.

This sworn statement is submitted by (entity) Harbor Marine Dock Company, Inc whose business address is PO Box 3379, Ponte Vedra Beach, FL 32004 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3590690 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Weston Merkel and my relationship to the entity named above is Vice President.

1. The above named entity is submitting a Proposal 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 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 nor 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

8/29/2017

Date:

STATE OF FLORIDA

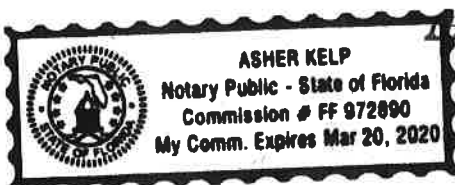
COUNTY OF St Johns

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 29th day of August, 2017, and is personally known to me, or has provided _____ as identification.



Notary Signature

My Commission expires: March 20, 2020



THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB # 17-10.

This sworn statement is submitted by (entity) Harbor Marine Dock Company, Inc. whose business address is PO Box 3379, Ponte Vedra Beach, FL 32004 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3590690 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Weston Merkel and my relationship to the entity named above is Vice 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.

Weston Merkel
Signature

8/29/2017
Date:

STATE OF FLORIDA

COUNTY OF St Johns

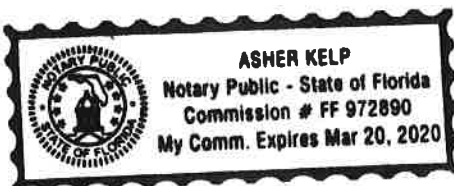
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 29th day of August, 2017, and is personally known to me, or has provided FL DL as identification.

[Signature]

Notary Signature

My Commission expires: March 20, 2020

THIS FORM MUST BE INCLUDED WITH PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-10
TIMBER REPAIRS MARINA BOARDWALK

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 proposal for the City of Fernandina Beach.

Harbor Marine Dock Company, Inc.

Firm

8/29/17

Date



Authorized Signature

Weston Merkel, Vice President

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL+

CERTIFICATE OF LIABILITY INSURANCE

08/25/2017

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 Kelly White & Associates Insurance, LLC P.O. Box 350909 Jacksonville FL 32235	CONTACT NAME: HOUSE PHONE (A/C, No, Ext): 904-880-8881 FAX (A/C, No): E-MAIL ADDRESS: kelly@kwhiteinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Property & Casualty Company</td> <td></td> </tr> <tr> <td>INSURER B : Travelers Property & Casualty Company</td> <td></td> </tr> <tr> <td>INSURER C : Travelers Property & Casualty Company</td> <td></td> </tr> <tr> <td>INSURER D : American Interstate Ins Co</td> <td></td> </tr> <tr> <td>INSURER E : Travelers Property & Casualty Company</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property & Casualty Company		INSURER B : Travelers Property & Casualty Company		INSURER C : Travelers Property & Casualty Company		INSURER D : American Interstate Ins Co		INSURER E : Travelers Property & Casualty Company		INSURER F :	
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INSURER D : American Interstate Ins Co															
INSURER E : Travelers Property & Casualty Company															
INSURER F :															
INSURED Harbor Marine Dock Company Inc P. O. Box 3379 Jacksonville FL 32004-3379															

COVERAGES **CERTIFICATE NUMBER:** HARB17082514491958 **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	☒ COMMERCIAL GENERAL LIABILITY			ZOL-14T52003	12/07/2016	12/07/2017	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	☒ P&I incl Crew/Jones Act						MED EXP (Any one person)	\$ 5,000
	☒ Sudden & Accidental Pollution						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY			BA-2F119378	11/05/2016	11/05/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
C	☒ UMBRELLA LIAB ☒ OCCUR			ZOB-14T52015	12/07/2016	12/07/2017	EACH OCCURRENCE	\$ 2,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$ 2,000,000
	☐ DED ☒ RETENTION \$ 25,000							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AVWCFL2551262016	12/07/2016	12/07/2017	☒ PER STATUTE ☒ OTH-ER	includes USL&H
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	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
E	Contractors Equipment			660-503M7258	12/07/2016	12/07/2017		Rented Leased

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Fernandina Beach 204 Ash St Fernandina Beach FL 32034	
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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
--	-----------------------------------

City of Fernandina Beach, Florida
Addendum No. 1
For
Invitation to Bid
ITB #17-10 TIMBER REPAIRS TO MARINA BOARDWALK



City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

INTRODUCTION

The City of Fernandina Beach, Florida (CITY) is accepting competitive sealed bids for **ITB #17-10, Timber Repairs to Marina Boardwalk.**

The City will receive sealed proposals at the location stated below not later than 10:00am Aug 31, 2017.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Contractor to have its proposal 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 Contractor. Submittals received after the deadline will not be considered.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE PROPOSER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM No. 1.**

ADDENDUM No. 1

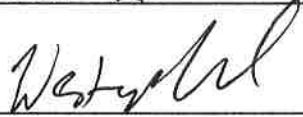
The following changes are applicable to the original bid documents and specifications of **ITB #17-10, Timber Repairs Marina Boardwalk**. This Addendum No. 1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE PROPOSER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

NAME: ^{WESTON MERKEL} HARBOR MARINE DOCK CO, INC TITLE: VP

ADDRESS: PO Box 3379

CITY: Ponte Vedra Beach FL STATE: FL

AUTHORIZED SIGNATURE:  DATE: 8/29/17

A. Questions from Proposers and Responses:

1. RE: Brett's Walkway - Please specify pile butt size and length for replacement piling price (existing appear to be 14" butt, likely 35'-40') - Pile butt size is 14" butt, 40' length
2. Shall the pipe/conduit hangers to be replaced be stainless steel? - Pipe/Conduit hangers to be replaced with stainless steel hangers.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-155
Award of Bid #17-11 - Custom Marine Construction

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED	ACTION:	Adopt	Resolution	2017-155
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SYNOPSIS:

On August 31, 2017, staff opened and reviewed sealed bids for safety improvements and enhancements to the Breakwater Fuel Dock. CWA Development dba Custom Marine Construction provided the lowest qualified bid of \$63,120 and meets the bid requirements.

Staff requests approval to spend up to \$63,120 for the safety improvements and enhancements to the Breakwater Fuel Dock and requests approval to execute a general services contract with CWA Development dba Custom Marine Construction for these services.

FISCAL IMPACT:

This project is being funded by grants with the Florida Fish and Wildlife Commission in the amount of \$100,000, the Florida Inland Navigational District in the amount of \$89,306 and the by the City of Fernandina Beach in the amount of \$6,000. Funding for this expenditure is included in the FY 2017/2018 Improvements account, 480 56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-155.

Dale Martin, City Manager	09/22/2017
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Patti Clifford, Comptroller	09/22/2017
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Tammi E. Bach, City Attorney	09/25/2017
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Date: August 09, 2017

Submitted By: Joe Springer, Marina Manager

COMMISSION ACTION: Adopt

RESOLUTION 2017-155

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, AWARDING BID #17-11 TO CWA DEVELOPMENT DBA CUSTOM MARINE CONSTRUCTION IN THE AMOUNT OF \$63,120; AUTHORIZING EXECUTION OF SERVICES CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Marina Department has the need to provide for the safety improvements and enhancements to the Breakwater Fuel Dock; and

WHEREAS, the City issued Invitation to Bid #17-11 for the Safety Improvements and Enhancements to the Breakwater Fuel Dock; and

WHEREAS, submitted bids were opened and reviewed on August 31, 2017 and CWA Development dba Coastal Marine Construction provided the lowest qualified bid of \$63,120; and

WHEREAS, funding has been budgeted in the Marina Improvements account, 480 56300 to fully fund the project as bid.

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

SECTION 1. The City Commission hereby awards Bid # 17-11 to CWA Development dba Coastal Marine Construction in a not-to-exceed amount of \$63,120.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute a services contract with CWA Development dba Coastal Marine Construction upon review of the City Attorney.

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

ADOPTED this 3rd day of October, 2017.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

Robin C. Lentz
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach

City Attorney

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **REPAIRS TO MARINA WAVE ATTENUATOR, NOTHERN MOST APPROXIMATE 300 LINEAR FEET.**

The City will receive sealed bids at the location stated below not later than **10:30am, August 31, 2017.** A **mandatory pre-bid meeting** will be held at **10:30am on Friday, August 18, 2017 at Fernandina Beach City Hall, 204 Ash Street, Fernandina Beach, FL. 32034** and all participants will be invited to view the work site after that meeting.

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 in the fiscal year 2017-2018 budget.

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 version, cd or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #17-11** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #17-11**
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"** 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 Statement"**, herein provided as **"Exhibit B"**, **"Drug-Free Workplace Certification"** herein provides as **"Exhibit C"**, **"E-Verify Statement"** herein provided as **"Exhibit D"**, **"Proposer Acknowledgements and Agreements"**, herein provided as **"Exhibit E"**, a **"Conflict of Interest"**, herein provided as, **"Exhibit F"**, **"Non-Collusion Affidavit"**, herein provided as **"Exhibit G"**, a **"Dispute Disclosure Form"**, herein provided as **"Exhibit H"**.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

SCOPE OF WORK:

The scope of this bid is for only the northern section of the outside breakwater dock, known as the wave attenuator, approximately 300 linear feet. The proposed work is to make safe only the 12' wide by 300' long portion of the outside breakwater dock/wave attenuator and excludes any work to the floating dock sections that support the boater check-in facility/dock-store building. In an effort to provide access for both local and transient visitors and to reestablish fuel, water and communication lines, a list of projects is outlined below.

Furnish all material, labor, supervision and equipment necessary to complete the following items:

- a. Remove and dispose of all related debris within the work area detailed above.
- b. Alignment of the concrete dock modules to eliminate trip hazards to pedestrians.
- c. Removal and replacement of approximately one hundred seventy five (175) Hot Dipped Galvanized (HDG) Thru Rods. These thru rods are to be removed and replaced with rods of appropriate length at locations where dock modules are uneven with adjacent dock modules.
- d. Removal and replacement of the channel-side cover boards. This includes approximately 300 Linear Feet (LF) of 3" x 16" counter sunk timber.
- e. Repair to or replacement of fifteen (15) Hot HDG piling guides. Repair or replacement to include new piling rub blocks and securely positioning the pile guides to maximize stability of the docks.
- f. Repair and install existing corner brace at the NW corner of the boater check-in/dock-store building.
- g. This bid shall include permitting, material and labor for the project.
- h. A warranty of one (1) year for materials and workmanship.

Bidders must commence work within 45 business days of signed contract and finish all work within 90 calendar days from commencement.

AWARD

Award recommendation shall be awarded 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.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

BID PACKAGE

Bid Documents and Specifications can be downloaded online at www.fbfl.us/bids and Onvia DemandStar at www.Demandstar.com. Any questions regarding the bid package can be directed in writing to Wanda Weaks, Purchasing Agent at wweeks@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 at wweeks@fbfl.org.

<u>Department</u>	<u>Contact</u>	<u>Email</u>	<u>Phone</u>
Marina	Joe Springer	jspringer@fbfl.org	(904) 310-3304
Finance	Wanda Weaks	wweeks@fbfl.org	(904) 310-3990

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.

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.

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

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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 Marina Director 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.

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 Marina Director or designee prior to commencing this project.
5. CONTRACTOR shall perform all work under supervision of a capable supervisor using skilled employees.

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6. CONTRACTOR shall have a person, which is on their payroll and with **the authority to make decisions, on site at all times.**

QUALITY STANDARDS

1. The Marina, Director or designee will examine the work in progress, as well as upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of the specifications.
2. CONTRACTOR shall, at their own expense, apply additional materials or otherwise correct any deficiencies to the satisfaction of the Marina, Director or designee.
3. CONTRACTOR shall ensure all parts and services conform in strength and quality of material and workmanship per manufacturer's specifications.

REQUIRED INSPECTIONS

Prior to the start of any work, CONTRACTOR shall examine all surfaces and report in writing to the Marina Director or 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 the CONTRACTOR of any of their 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.

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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.

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**GENERAL CONDITIONS OF INVITATION TO BID
“CONSTRUCTION”**

1. PREPARATION OF BID

- a. INVITATION TO BID shall be prepared in accordance with the following:
- b. The enclosed Bid Form, attached hereto as “Exhibit A”, shall be used when submitting your INVITATION TO BID.
- c. All information required by the 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.
- d. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
- f. 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.
- g. 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.*
- h. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- i. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bid.
- j. Deliveries are to be made during regular business hours.
- k. 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.

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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 Occupational Safety and Health Administration (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. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 2 one year renewals possible based on the mutual consent of the parties.
- e. 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 Purchasing web page.
- f. 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.

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9. BONDS

- a. If Bid is less than \$100,000 no Bid Bond or Payment and Performance Bond required.
- b. 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.
- c. If Bid is \$100,000 - \$200,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.
- d. 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.

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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-“CONSTRUCTION”

The parties recognize that the Contractor is an independent contractor. 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 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 the City, and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such 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. 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. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, 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

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- (\$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

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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.

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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" 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 2-244.

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/epl/ssearch.do>. CONTRACTOR/VENDOR shall include copy of search results with bid or proposal.

17. LOBBYING

- a. 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

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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

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EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT:

**FOR REPAIRS TO MARINA WAVE ATTENUATOR
NORTHERN MOST APPROX 300 LINEAR FEET \$ _____**

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 BID/PROPOSAL

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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 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 bid 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 n 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 vendor 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 vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor 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 _____, 201 ____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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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 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: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NORTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



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 BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NORTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT “E”

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 BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "F"

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 Proposal 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 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 _____

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 Signature My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "G"

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 _____

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 _____, 2017, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT “H”
DISPUTES DISCLOSURE FORM

Answer the following questions by placing an “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 BID/PROPOSAL

City of Fernandina Beach, Florida
Addendum No. 1
For
Invitation to Bid
ITB #17-11 REPAIRS TO MARINA WAVE ATTENUATOR



City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

INTRODUCTION

The City of Fernandina Beach, Florida (CITY) is accepting competitive sealed bids for **ITB#17-11, Repairs to Marina Wave Attenuator.**

The City will receive sealed proposals at the location stated below not later than 10:30am Aug 31, 2017.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Contractor to have its proposal 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 Contractor. Submittals received after the deadline will not be considered.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE PROPOSER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM No. 1.**

ADDENDUM No. 1

The following changes are applicable to the original bid documents and specifications of **ITB #17-11, Repairs to Marina Wave Attenuator**. This Addendum No. 1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE PROPOSER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

NAME: _____ TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

A. Questions from Proposers and Responses:

1. Minimum linear feet of Waler system to be replaced - 300' of 3"X16"counter sunk timbers
2. Minimum number of Thru Rods to be installed - 175
3. Minimum number of pile guides to be replaced - 4-including new piling rub blocks
4. Minimum number of pile guides to be reinstalled - 15HDG Pile guides including new piling rub blocks

CITY OF FERNANDINA BEACH PRE-BID MEETING

ITB #17-11 Repairs to Marina Attenuator

Aug 18, 2017 Pre-bid Meeting

DATE/

NAME

COMPANY

LOCATION

EMAIL

08/18/2017 9:30am	Weston Merkel	Harbor Marine	Jacksonville, FL	merkelweston@yahoo.com
8/18/2017 9:30am	Scott Farrell	Farrell Brothers Marine Const	Jacksonville, FL	sfarrell@farrellmarine.com
8/18/2017 9:330am	Tammy Buckard	CGC, Inc	Jacksonville, FL	office@cgccivil.c om
8/18/2017 9:30am	Adam Wilson	South Eastern Dock	Jacksonville, FL	sedocks@cgccivil.com
8/18/2017 9:30am	Lisa Anderson	Custom Marine	Townsend, GA	custommarineconstruction@gmail.com
8/18/2017 9:30am	Brahm Kellerman	Kellerman Construction, Inc.	Valdosta, GA	kellermanconstruction@gmail.com
8/18/2017 9:30am	Elizabeth Pittman	OTAK Group	Yulee, FL	epittman@otakgroup.com

CITY OF FERNANDINA BEACH BID OPENING
ITB #17-11 REPAIRS TO MARINA WAVE ATTENUATOR

AUG 31, 2017 Bid Opening

Opened by Joe Springer and Wanda Weak

[illegible]

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NORTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "A"
CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.
BID AMOUNT:

**FOR REPAIRS TO MARINA WAVE ATTENUATOR
NORTHERN MOST APPROX 300 LINEAR FEET \$ 63,120.00**

Delivered, F.O.B. Fernandina Beach, Florida

Name: CWA Development dba Custom Marine Construction

Federal Taxpayer ID: 94-3433200

Mailing Address: 1082 Midway St. NE

City, State, & Zip Code: Townsend, GA 31331

Telephone: 912-270-3625 **Fax:** n/a

Email: custommarineconstruction@gmail.com

Submitted By: Lisa Anderson

Title: Pres + Owner

FIRM Accepts Credit Cards*: Yes ☐ No ☒

Accounting Contact:

Name: Lisa Anderson **Title:** Pres + Owner

Email Address: custommarineconstruction@gmail.com **Phone:** 912-270-3625

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

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 Bid, Proposal or Contract for 63,120⁰⁰.
2. This sworn statement is submitted by (entity) CWA Development dba Custom Marine Construction whose business address is 1082 Midway St. NE Townsend, GA 31331 and (if applicable) Federal Employer Identification Number (FEIN) is 94-3433200 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Lisa Anderson and my relationship to the entity named above is Pres + Owner.
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 bid 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
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

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 n 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 vendor 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 vendor list. (Please attach a copy of the final order.)

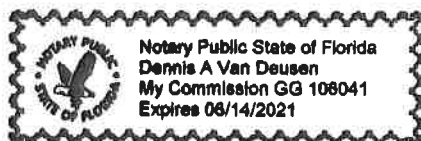
☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

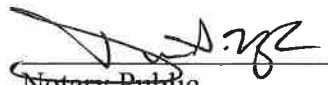

Signature
8-30-17
Date:

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 30th day of August, 2017, and is personally known to me, or has provided GADL as identification.




Notary Public
My Commission expires: 06/14/2021

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

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 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: CWA Development dba Custom Marine Construction
CITY: Townsend STATE: GA ZIP CODE: 31331
SIGNATURE: Lisa Anderson PHONE: 912-270-3625
NAME (TYPED OR PRINTED): Lisa Anderson TITLE: Pres. + Owner

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NORTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: #17-11

Project Description: Repairs to Marina Wave Attenuator, Northern
Most Approximate 300 Linear Feet

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: CWA Development dba Custom Marine Construction

Authorized Signature: Lisa Anderson

Title: President + Owner

Date: 8-30-17

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NORTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "E"

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: Lisa Anderson Title: Pres. + Owner

Signature: Lisa Anderson Date: 8-30-17

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for \$63,120.00.

This sworn statement is submitted by (entity) CWA Development dba Custom Marine Construction whose business address is 1083 Midway St. NE Townsend, GA 31331 and (if applicable) Federal Employer Identification Number (FEIN) is 94-3433200 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Lisa Anderson and my relationship to the entity named above is Pres. + Owner.

1. The above named entity is submitting a Proposal 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 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 nor 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.

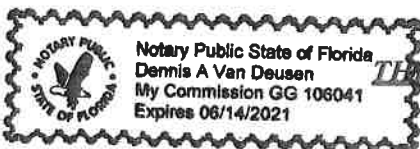
Lisa Anderson 8/30/2017
Signature Date:

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 30th day of August, 2017, and is personally known to me, or has provided GAD as identification.

[Signature]
Notary Signature

My Commission expires: 06/14/2021



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for \$63,120⁰⁰.

This sworn statement is submitted by (entity) CWA Development & Custom Marine Construction whose business address is 1082 Midway St. NE Tallahassee, GA 32301 and (if applicable) Federal Employer Identification Number (FEIN) is 94-3433200 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Lisa Anderson and my relationship to the entity named above is Pres. & Owner.

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.

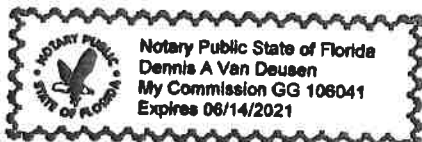
Lisa Anderson 8-30-17
Signature Date:

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 30th day of August, 2017, and is personally known to me, or has provided GA DL as identification.

[Signature]
Notary Signature

My Commission expires: 06/14/2021



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NORTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "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.

CWA Development dba Custom Marine Construction 8/30/17
Firm Date

Lisa Anderson
Authorized Signature

Lisa Anderson Pres + Owner
Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach, Florida
Addendum No. 1
For
Invitation to Bid
ITB #17-11 REPAIRS TO MARINA WAVE ATTENUATOR



City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

INTRODUCTION

The City of Fernandina Beach, Florida (CITY) is accepting competitive sealed bids for **ITB#17-11, Repairs to Marina Wave Attenuator.**

The City will receive sealed proposals at the location stated below not later than 10:30am Aug 31, 2017.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Contractor to have its proposal 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 Contractor. Submittals received after the deadline will not be considered.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE PROPOSER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM No. 1.**

ADDENDUM No. 1

The following changes are applicable to the original bid documents and specifications of **ITB #17-11, Repairs to Marina Wave Attenuator**. This Addendum No. 1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE PROPOSER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

NAME: CWA Development dba Custom Marine Construction TITLE: Pres + Owner

ADDRESS: 1082 Midway St. NE

CITY: Townsend STATE: GA

AUTHORIZED SIGNATURE: Lisa Anderson DATE: 8-30-17

A. Questions from Proposers and Responses:

1. Minimum linear feet of Waler system to be replaced - 300' of 3"X16" counter sunk timbers
2. Minimum number of Thru Rods to be installed - 175
3. Minimum number of pile guides to be replaced - 4-including new piling rub blocks
4. Minimum number of pile guides to be reinstalled - 15HDG Pile guides including new piling rub blocks

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NORTHERN MOST APPROXIMATE 300 LINEAR FEET

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 #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NORTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "A"
CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.
BID AMOUNT:

**FOR REPAIRS TO MARINA WAVE ATTENUATOR
NORTHERN MOST APPROX 300 LINEAR FEET \$ 89,768.93**

Delivered, F.O.B. Fernandina Beach, Florida

Name: Otak Group Inc.

Federal Taxpayer ID: 59-3680427

Mailing Address: 96126 Mt. Zion Loop

City, State, & Zip Code: Yulee, FL 32097

Telephone: 904-225-2588 **Fax:** 904-225-1001

Email: epittman@otakgroup.com

Submitted By: Aaron Kato

Title: President/Owner

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Elizabeth Pittman **Title:** Contracts Manager

Email Address: epittman@otakgroup.com **Phone:** 904-225-2588

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

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 Bid, Proposal or Contract for ITB 17-11 Marina Wave Attenuator.
2. This sworn statement is submitted by (entity) OTAK Group Inc. whose business address is 96126 Mt Zion Loop Yulee, Fl 32097 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3680427 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Aaron Kato and my relationship to the entity named above is President/Owner.
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 bid 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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

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 vendor 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 vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

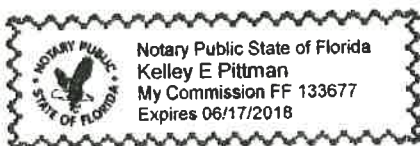
A. Skat
Signature

8-30-17
Date:

STATE OF FLORIDA

COUNTY OF Nassau

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 30th day of August, 2017, and is personally known to me, or has provided _____ as identification.



Kelley E Pittman
Notary Public
My Commission expires:

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET
THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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 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: OTAK Group Inc.

CITY: Yulee STATE: FL ZIP CODE: 32097

SIGNATURE:  PHONE: 904-225-2588

NAME (TYPED OR PRINTED): Aaron Kato TITLE: President/Owner

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NORTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: _____ ITB 17-11 _____

Project Description: _____ REPAIRS TO MARINA WAVE ATTENUATOR,
NORTHERN MOST APPROXIMATE 300 LINEAR FEET

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: _____ OTAK Group Inc. _____

Authorized Signature: _____  _____

Title: _____ President/Owner _____

Date: _____ 8-30-17 _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NORTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "E"

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: Aaron Kato Title: President/Owner

Signature:  Date: 8-30-17

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NORTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 17-11.

This sworn statement is submitted by (entity) OTAK Group Inc. whose business address is 96126 Mt Zion Loop Yulee, FL 32097 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3680427 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Aaron Kato and my relationship to the entity named above is President/Owner.

1. The above named entity is submitting a Proposal 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 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 nor 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:

8-30-17

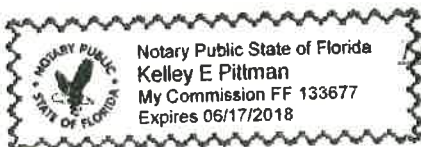
STATE OF FLORIDA

COUNTY OF Nassau

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 30th day of August, 2017, and is personally known to me, or has provided _____ as identification.

Kelley E Pittman
Notary Signature

My Commission expires: 10-17-18



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NORTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "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.

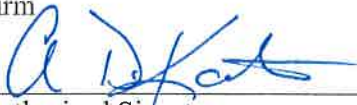
I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

OTAK Group Inc.

8-30-17

Firm

Date



Aaron Kato President/Owner

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

City of Fernandina Beach, Florida
Addendum No. 1
For
Invitation to Bid
ITB #17-11 REPAIRS TO MARINA WAVE ATTENUATOR



City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

INTRODUCTION

The City of Fernandina Beach, Florida (CITY) is accepting competitive sealed bids for **ITB#17-11, Repairs to Marina Wave Attenuator.**

The City will receive sealed proposals at the location stated below not later than 10:30am Aug 31, 2017.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Contractor to have its proposal 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 Contractor. Submittals received after the deadline will not be considered.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE PROPOSER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM No. 1.**

ADDENDUM No. 1

The following changes are applicable to the original bid documents and specifications of **ITB #17-11, Repairs to Marina Wave Attenuator**. This Addendum No. 1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE PROPOSER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

NAME: Aaron Kato TITLE: President/Owner

ADDRESS: 96126 Mt Zion Loop

CITY: Yulee STATE: FL

AUTHORIZED SIGNATURE:  DATE: 08-30-17

A. Questions from Proposers and Responses:

1. Minimum linear feet of Waler system to be replaced - 300' of 3"X16"counter sunk timbers
2. Minimum number of Thru Rods to be installed - 175
3. Minimum number of pile guides to be replaced - 4-including new piling rub blocks
4. Minimum number of pile guides to be reinstalled - 15HDG Pile guides including new piling rub blocks

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **REPAIRS TO MARINA WAVE ATTENUATOR, NOTHERN MOST APPROXIMATE 300 LINEAR FEET.**

The City will receive sealed bids at the location stated below not later than **10:30am, August 31, 2017.** A **mandatory pre-bid meeting** will be held at **10:30am on Friday, August 18, 2017 at Fernandina Beach City Hall, 204 Ash Street, Fernandina Beach, FL. 32034** and all participants will be invited to view the work site after that meeting.

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 in the fiscal year 2017-2018 budget.

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 version, cd or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #17-11** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #17-11**
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**" 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 Statement**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**" herein provides as "**Exhibit C**", "**E-Verify Statement**" herein provided as "**Exhibit D**", "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit E**", a "**Conflict of Interest**", herein provided as, "**Exhibit F**", "**Non-Collusion Affidavit**", herein provided as "**Exhibit G**", a "**Dispute Disclosure Form**", herein provided as "**Exhibit H**".

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NORTHERN MOST APPROXIMATE 300 LINEAR FEET

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 #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NORTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "A"
CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.
BID AMOUNT:

**FOR REPAIRS TO MARINA WAVE ATTENUATOR
NORTHERN MOST APPROX 300 LINEAR FEET** \$ 142,983.21

Delivered, F.O.B. Fernandina Beach, Florida

Name: Harbor Marine Dock Company, Inc.

Federal Taxpayer ID: 59-3590690

Mailing Address: PO Box 3379

City, State, & Zip Code: Ponte Vedra Beach, FL 32004

Telephone: (904) 242-8104 **Fax:** _____

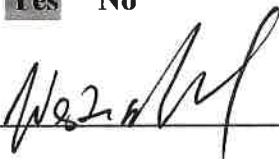
Email: Merkelweston@yahoo.com

Submitted By: Weston Merkel

Title: Vice President

FIRM Accepts Credit Cards*: ☒ **Yes** ☐ **No**

Accounting Contact:

Name: Weston Merkel  **Title:** Vice President

Email Address: Merkelweston@yahoo.com **Phone:** (904) 242-8104

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

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 Bid, Proposal or Contract for ITB #17-11.
2. This sworn statement is submitted by (entity) Harbor Marine Dock Company, Inc whose business address is PO Box 3379, Ponte Vedra Beach, FL 32004 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3590690 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Weston Merkel and my relationship to the entity named above is Vice 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 bid 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
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

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 n management of an entity.

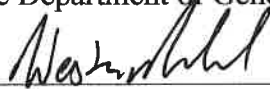
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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 vendor 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 vendor list. (Please attach a copy of the final order.)

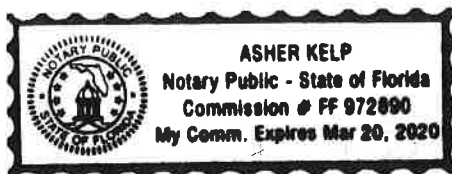
_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

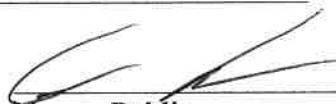

Signature 8/29/17
Date:

STATE OF FLORIDA

COUNTY OF St Johns

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 29th day of August, 2017, and is personally known to me, or has provided FL DL as identification.




Notary Public
My Commission expires:

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

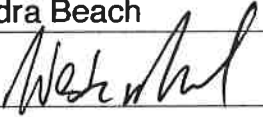
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

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 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: Harbor Marine Dock Company, Inc.

CITY: Ponte Vedra Beach STATE: FL ZIP CODE: 32004

SIGNATURE:  PHONE: (904) 307-2501

NAME (TYPED OR PRINTED): Weston Merkel TITLE: Vice President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: ITB #17-11

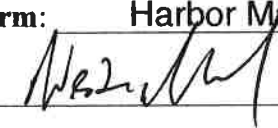
Project Description: Repairs to Marina Wave Attenuator

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: Harbor Marine Dock Company, Inc.

Authorized Signature: 

Title: Weston Merkel

Date: 8/28/17

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

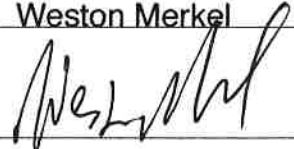
EXHIBIT "E"

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: Weston Merkel Title: Vice President

Signature:  Date: 8/28/2017

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "F"

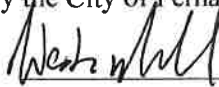
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB #17-11.

This sworn statement is submitted by (entity) Harbor Marine Dock Company, Inc. whose business address is PO Box 3379, Ponte Vedra Beach, FL 32004 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3590690 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Weston Merkel and my relationship to the entity named above is Vice President.

1. The above named entity is submitting a Proposal 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 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 nor 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

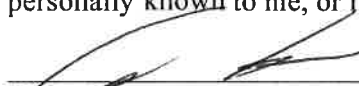
8/29/2017

8/28/2017

Date:

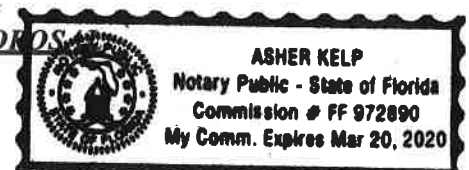
STATE OF FLORIDA
COUNTY OF St Johns

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 29th day of August, 2017 and is personally known to me, or has provided _____ as identification.


Notary Signature

My Commission expires: March 20, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NOTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "G"

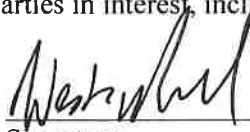
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB # 17-11.

This sworn statement is submitted by (entity) Harbor Marine Dock Company, Inc. whose business address is PO Box 3379, Ponte Vedra Beach, FL 32004 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3590690 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Weston Merkel and my relationship to the entity named above is Vice President.

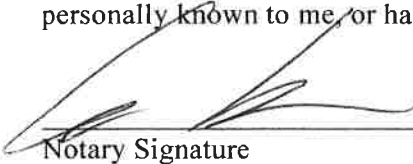
1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, 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.


Signature

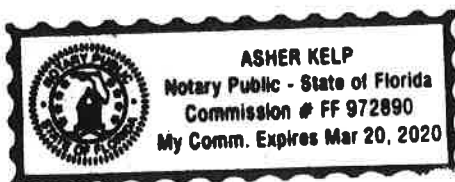
8/29/2017
~~8/28/2017~~
Date:

STATE OF FLORIDA
COUNTY OF St. Johns

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 29th day of August, 2017, and is personally known to me, or has provided FL DL as identification.


Notary Signature

My Commission expires: March 20, 2020



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-11
REPAIRS TO MARINA WAVE ATTENUATOR,
NORTHERN MOST APPROXIMATE 300 LINEAR FEET

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "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.

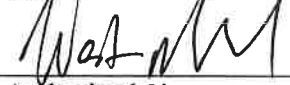
I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Harbor Marine Dock Company, Inc.

8.28.2017

Firm

Date



Weston Merkel, Vice President

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach, Florida
Addendum No. 1
For
Invitation to Bid
ITB #17-11 REPAIRS TO MARINA WAVE ATTENUATOR



City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

INTRODUCTION

The City of Fernandina Beach, Florida (CITY) is accepting competitive sealed bids for **ITB#17-11, Repairs to Marina Wave Attenuator.**

The City will receive sealed proposals at the location stated below not later than 10:30am Aug 31, 2017.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Contractor to have its proposal 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 Contractor. Submittals received after the deadline will not be considered.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE PROPOSER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM No. 1.**

ADDENDUM No. 1

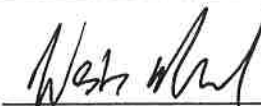
The following changes are applicable to the original bid documents and specifications of **ITB #17-11, Repairs to Marina Wave Attenuator**. This Addendum No. 1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE PROPOSER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

NAME: HARBOR MARINE DOCK CO. INC TITLE: WESTON MERKEL, VP

ADDRESS: PO BOX 3379 PONTE VEDRA BEACH 32004

CITY: PONTE VEDRA BEACH STATE: FL

AUTHORIZED SIGNATURE:  DATE: 8/29/17

A. Questions from Proposers and Responses:

1. Minimum linear feet of Waler system to be replaced - 300' of 3"X16" counter sunk timbers
2. Minimum number of Thru Rods to be installed - 175
3. Minimum number of pile guides to be replaced - 4-including new piling rub blocks
4. Minimum number of pile guides to be reinstalled - 15HDG Pile guides including new piling rub blocks

CERTIFICATE OF LIABILITY INSURANCE

08/25/2017

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 Kelly White & Associates Insurance, LLC P.O. Box 350909 Jacksonville FL 32235		CONTACT NAME: HOUSE PHONE (A/C, No, Ext): 904-880-8881 FAX (A/C, No): E-MAIL ADDRESS: kelly@kwhiteinsurance.com															
INSURED Harbor Marine Dock Company Inc P. O. Box 3379 Jacksonville FL 32004-3379		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Property & Casualty Company</td> <td></td> </tr> <tr> <td>INSURER B : Travelers Property & Casualty Company</td> <td></td> </tr> <tr> <td>INSURER C : Travelers Property & Casualty Company</td> <td></td> </tr> <tr> <td>INSURER D : American Interstate Ins Co</td> <td></td> </tr> <tr> <td>INSURER E : Travelers Property & Casualty Company</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property & Casualty Company		INSURER B : Travelers Property & Casualty Company		INSURER C : Travelers Property & Casualty Company		INSURER D : American Interstate Ins Co		INSURER E : Travelers Property & Casualty Company		INSURER F :	
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INSURER E : Travelers Property & Casualty Company																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER: HARB17082514491958

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	☒	COMMERCIAL GENERAL LIABILITY				ZOL-14T52003	12/07/2016	12/07/2017	EACH OCCURRENCE	\$ 1,000,000	
	☐	CLAIMS-MADE	☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 50,000		
	☒	P&I incl Crew/Jones Act			MED EXP (Any one person)				\$ 5,000		
	☒	Sudden & Accidental Pollution			PERSONAL & ADV INJURY				\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE				\$ 2,000,000		
	☒ POLICY	☐ PRO-JECT	☐ LOC	PRODUCTS - COMP/OP AGG	\$ 2,000,000						
	OTHER:							\$			
B	AUTOMOBILE LIABILITY					BA-2F119378	11/05/2016	11/05/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	☒	ANY AUTO			BODILY INJURY (Per person)				\$		
	☐	OWNED AUTOS ONLY	☐ SCHEDULED AUTOS		BODILY INJURY (Per accident)				\$		
	☒	HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident)				\$		
	☐								\$		
C	☒	UMBRELLA LIAB		☒ OCCUR		ZOB-14T52015	12/07/2016	12/07/2017	EACH OCCURRENCE	\$ 2,000,000	
	☐	EXCESS LIAB		☐ CLAIMS-MADE					AGGREGATE	\$ 2,000,000	
		DED	☒ RETENTION \$ 25,000		\$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					AVWCFL2551262016	12/07/2016	12/07/2017	☒ PER STATUTE	☒ OTH-ER	includes USL&H
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			☐ Y ☒ N	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	
E	Contractors Equipment					660-503M7258	12/07/2016	12/07/2017	Rented Leased		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Fernandina Beach 204 Ash St Fernandina Beach FL 32034	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
---	--



AIA®

Document A310™ - 2010

Bid Bond

Bond No: NAVG-4561

CONTRACTOR:

(Name, legal status and address)

Harbor Marine Dock Company, Inc.
130 Corridor Road Unit 3379
Ponte Vedra Beach, FL 32004

SURETY:

(Name, legal status and principal place of business)

Navigators Insurance Company
400 Atlantic Street, 8th Floor
Stamford, CT 06901

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Firmandina Beach
204 Ash Street
Firmandina Beach, FL 32034

BOND AMOUNT:

5% of total amount of bid not to exceed: Nine Thousand and no/100 Dollars (\$9,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

Repairs to Marina Wave Attenuator Northern Most Approximate 300 Linear Feet

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and Severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor Within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such Bid, and gives such bond or bonds as may be specified in the bidding or contract Documents, with a surety admitted In the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of August, 2017

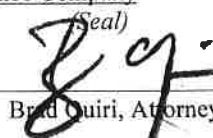

(Witness)

Harbor Marine Dock Company, Inc.

(Principal)  (Seal)

(Title) Chad Merkel, President

Navigators Insurance Company

(Surety)  (Seal)

(Title) Brad Quiri, Attorney-In-Fact


(Witness)

NAVIGATORS INSURANCE COMPANY

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, that NAVIGATORS INSURANCE COMPANY, a New York Corporation (the "Company"), with offices at 400 Atlantic Street, 8th Floor, Stamford, CT 06901, has made, constituted and appointed and by these presents, does make, constitute and appoint:

Brad Quiri; Emily Golecki; Jessica Evans; Jeremy Crawford; Michael D. Williams of Tampa, FL

its true and lawful Attorney-in-fact, to have full power to act without other or others, to make, execute, seal and deliver on its behalf, as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of \$20,000,000.00 Dollars.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its Corporate Seal attested by its Corporate Secretary.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following Resolutions adopted by the Board of Directors of the Company on the 28th day of September 2009:

RESOLVED, that the President, any Senior Vice President or the Vice President & Treasurer (each, a "Senior Officer"), or any person designated by any one of them, is hereby authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company, bonds, undertakings and all contracts of suretyship, and that any Secretary or any Assistant Secretary of the Company be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the Seal of the Company; and further,

RESOLVED, that the signature of such officers and the Seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile Seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached.

Bonds executed under this Power of Attorney may be executed under facsimile signature and seal pursuant to the following resolution adopted by the Board of Directors of the Company on the 28th day of September 2009:

RESOLVED, that the signature of a Senior Officer of this Company, or any person designated by any one of them, and the Seal of this Company may be affixed or printed on any and all bonds, undertakings, recognizances or other written obligations thereof, on any revocation of any Power of Attorney, or on any certificate relating thereto, by facsimile, and any Power of Attorney, any revocation of any Power of Attorney, bonds, undertakings, recognizances or other written obligation, bearing such facsimile signature or facsimile seal shall be valid and binding on the Company.

IN WITNESS WHEREOF, the Company has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 11th day of November, 2016 at Stamford, CT.



STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

ss: STAMFORD

On the 11th day of November, 2016, before me personally came Emily B. Miner to me known, who being by me duly sworn, did depose and say that she is a Senior Vice President of NAVIGATORS INSURANCE COMPANY, the Company described in and which executed the above instrument, that she knows the seal of said Company, that the seal affixed to the aforesaid instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that she signed his name thereto by like order.

(Notary Seal)

By: [Signature]
Senior Vice President

Attest: [Signature]
Assistant Secretary

By: [Signature]
Notary Public
Commission Expires:

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

ss: STAMFORD

CERTIFICATE

MICHELLE MATEUS
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 10/31/2018

I, Deepa Nayini, the Assistant Secretary of NAVIGATORS INSURANCE COMPANY, a New York corporation (the "Company"), do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto my hand and affixed the corporate seal this 31st day of August, 2017.



By: [Signature]
Deepa Nayini, Assistant Secretary

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2017-156
Employment Agreement Amendment - City Attorney

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-156

SYNOPSIS: The City Attorney has been employed by the City for 10 years, since November 2007. She is requesting that the City Commission amend her contract to increase her vacation hours from 120 to 160 hours annually. The City's Personnel Policy Manual provides exempt City employees with 10 years of service with 160 hours of vacation time annually.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: See above Synopsis.

CITY MANAGER RECOMMENDATION(S):

Tammi E. Bach, City Attorney 09/25/2017

Dale Martin, City Manager 09/26/2017

Patti Clifford, Comptroller 09/26/2017

Date: September 01, 2017

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2017-156

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE CITY ATTORNEY'S EMPLOYMENT AGREEMENT TO INCREASE VACATION HOURS FROM 120 TO 160 HOURS ANNUALLY IN RECOGNITION OF TEN YEARS OF SERVICE TO THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to amend the City Attorney's employment agreement to increase vacation hours from 120 to 160 annually in recognition of the City Attorney's ten years of service to the City; and

WHEREAS, the City Attorney was appointed as the City Attorney for the City of Fernandina Beach on September 18, 2007; and

WHEREAS, the City of Fernandina Beach Personnel Policy Manual provides that exempt employees with ten years of service shall be entitled to 160 vacation hours annually, and the City Attorney is an exempt employee with 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 amends the City Attorney's employment agreement for a third time as provided in the Third Amended Employment Agreement attached hereto as Exhibit "1".

SECTION 2. This is the third amendment to the City Attorney's original Employment Agreement dated September 18, 2007.

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

ADOPTED this 3rd day of October, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Mayor-Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Beast
City Clerk

Tammi E. Bach
City Attorney

THIRD AMENDED
FULL TIME CITY ATTORNEY EMPLOYMENT AGREEMENT
2007-2008 CONTRACT

THIS THIRD AMENDED AGREEMENT, made this _____ day of _____, 2017, between the City of Fernandina Beach, Florida, hereinafter referred to as the "City" or "the City Commission," as the context requires, and Tammi E. Bach, hereinafter referred to as "City Attorney."

WHEREAS, on December 2, 2008, the City Commission voted to approve Resolution 2008-192 allowing the City Attorney to perform pro bono legal services not in conflict with her duties as City Attorney;

WHEREAS, subsection II(B) of the City Attorney's original contract dated September 18, 2007 (the "Agreement") was amended to allow the City Attorney to perform pro bono legal services;

WHEREAS, on May 17, 2011, the City Commission voted to approved Resolution 2011-72 amending the City Attorney's employment agreement dated, September 18, 2007, a second time to delete reference to the reorganizational meeting as a renewal date and simplify how the employment agreement may be terminated by the City Commission. Subsections I(A), III(D), V(B), V(C), V(D), V(E), VII(A) and XII of the agreement shall be amended accordingly;

WHEREAS, in recognition of the City Attorney's 10 years of service to the City of Fernandina Beach and in compliance with the City's Personnel Policy Manual applicable to exempt employees, the City Commission desires to amend the City Attorney's Employment Agreement for a third time to increase the City Attorney's Vacation Hours from 120 (3 weeks) to 160 (4 weeks) annually; and

WHEREAS, no other provisions of the Agreement shall be amended and are still in full force and effect.

I. TERM OF EMPLOYMENT

- A. The initial term of this Employment Contract shall commence on November 13, 2007, the effective date as set forth herein in Section XII.
- B. This Employment Contract shall be automatically renewed for one-year terms at the end of the initial term and each one (1) year term thereafter, and shall continue for

subsequent one-year periods unless terminated according to the provisions of Section V or VI herein.

II. DUTIES

- A. The City Attorney will perform legal duties for the City as set forth in the City Charter and Exhibit "A.", attached hereto. It is agreed that Tammi E. Bach will serve the City full time as City Attorney.
- B. The City Attorney shall not represent other clients or perform other legal work for compensation during the term of this Agreement except as required to finalize existing cases. The finalization of existing cases shall be accomplished within ninety (90) days of the date of this Agreement with the exception of appeals and or continuances and the City Commission may extend the time based upon written explanation by the City Attorney. The City Attorney is hereby expressly authorized to perform pro bono legal services not in conflict with her duties as City Attorney.
- C. The City Attorney shall report directly to the City Commission.
- D. The City Attorney agrees to abide by, and perform required duties hereunder in accordance with, the ethics of the legal profession and all federal, state and municipal laws, regulations and ordinances regulating the practice of law, the City Charter and all policies and ordinances of the City of Fernandina Beach. If requested by the City Commission, the City Attorney shall provide an accurate record of all time devoted to the City's matters and affairs and divide such time by appropriate categories or matters.
- E. The City Commission may employ a special attorney to represent the City in regard to any matter where the City Commission determines that an attorney who is more familiar with a specialized field of law is necessary to represent the City in regard to such specialized fields and nothing contained in this agreement shall present or hinder the City Commission from doing so.

III. SALARY AND BENEFITS

- A. The City Attorney's initial annual salary under this Employment Contract for the initial contract term as set forth in Section I(A) above shall be \$115,000. The City Attorney shall be paid on the same payment basis as other City employees. The City Commission shall covenant to budget and appropriate the City Attorney

salary benefits such as health and life insurance and all other benefits payable to the City Attorney in accordance with this Employment Contract, from legally available funds. The parties hereto understand and agree that no ad valorem taxes are pledged to secure this Employment Agreement. At the beginning of each fiscal year and at such other times as deemed appropriate by the City Commission, the City Attorney may receive salary raises as approved by the City Commission. However, the City Attorney shall receive percentage salary increases no less than the percentage increase established for other senior management employees in the City each year.

- B. If travel is required outside the corporate limits for City business, City Attorney shall receive mileage reimbursement for personal vehicle for said travel in accordance with Florida Statutes, §112.06.
- C. The City shall pay, consistent with Chapter 112, Florida Statutes, tuition, travel and other such fees and costs necessary or appropriate to allow the City Attorney to attend seminars, legal educational courses, and other such meetings pertaining to City legal matters, those costs necessary to meet general Florida Bar requirements, and those costs necessary to meet Florida Bar Board of Legal Specialization and Education requirements, specifically, for the City Attorney to maintain her Board Certification in City, County and Local Government Law. In addition, the City shall pay or reimburse the City Attorney dues for Membership in the Florida Bar; the City, County and Local Government Law Section of the Florida Bar; and the Florida Municipal Attorney's Association.
- D. The City Attorney shall be entitled to ~~three (3) weeks (=15 business days)~~ of four (4) weeks (=20 business days) vacation each fiscal year, four (4) personal days, holidays and sick leave normally given the City employees. The City Attorney shall have the discretion to decide when she shall take accrued vacation, subject to notification and approval by the City Commission. A maximum of one (1) week of unused vacation and all accrued sick leave shall be carried over to the next fiscal year. Upon termination of this Employment Contract, whether by the City Commission or by the City Attorney, the City Attorney shall be entitled to compensation for all accumulated and unused vacation and 50% sick leave.

- E. The City shall fund retirement benefits and provide health insurance and life insurance benefits for the City Attorney beginning after thirty (30) days of service as outlined in Exhibit "B", attached hereto, at no cost to the City Attorney. The City Attorney shall be 100% vested in the City's total contribution of retirement benefits as outlined in Exhibit "B" beginning on the first day that the City begins to fund such retirement benefits.
- F. Except as specifically provided herein, the City Attorney shall be entitled to all insurance, including but not necessarily limited to group health insurance and life insurance, and all other benefits accorded to other senior management level employees of the City at no cost to the City Attorney.

IV. OFFICE AND STAFFING

- A. The City shall provide the City Attorney with sufficient office space and office equipment, law books, and other supplies, materials and equipment that are necessary to enable the City Attorney to provide the services expected of the City Attorney.
- B. The City shall provide the City Attorney staff necessary to operate a full time City Attorney's Office, and at least one (1) full-time employee.

V. TERMINATION BY CITY

- A. The City Commission may terminate the employment of the City Attorney for cause prior to the expiration of the initial term of employment hereunder, or any applicable one (1) year renewal term. Cause for termination shall consist of dereliction of the duties of City Attorney. "Dereliction of the duties of City Attorney" is defined herein as, acts of gross misfeasance or malfeasance, gross misconduct which constitutes conduct demonstrating willful or wanton disregard of the City's interests, a deliberate violation or disregard of the standards of behavior to which the City Commission has a right to expect of the City Attorney, carelessness or negligence to a degree or recurrence that manifests culpability, wrongful intent, or shows an intentional and substantial disregard of the City's interests or of the City Attorney's duties and obligations to the City, including but not limited to conduct resulting in material harm to the City, willful neglect or failure to perform her duties as described in Exhibit "A" and in the City Charter, gross insubordination or acts of dishonesty. Prior to termination for cause under this paragraph, the City Commission shall furnish to the

City Attorney a notification in writing of the grounds for discharge, and at the written request of the City Attorney, accord the City Attorney a public hearing prior to making a final decision on termination. The public hearing shall be held not sooner than twenty (20) days, nor later than forty (40) days, after delivery of the notification of grounds for termination to the City Attorney. Termination of the City Attorney under this paragraph shall require the affirmative vote of a majority plus one of the membership of the City Commission.

B. In the event that the City Attorney is charged by indictment or information of a felony, she may, at the sole discretion of the City, be suspended from her duties without pay. In the event there is no conviction of a felony, the City Attorney shall be re-instated with back pay. If there is a conviction, the Employment Contract, at the option of the City, may be terminated and the City Attorney discharged from her duties without a hearing.

C. The City Commission may by majority vote terminate this Employment Agreement, without cause, by giving the City Attorney thirty (30) days advance written notice. It shall not be necessary for the City Commission to have or state any specific cause, reason or ground to support a motion to terminate this contract.

D. If the City Commission, citizens or legislature acts to amend any provisions of the City Charter, regulations, ordinances, or policies, as they may be amended from time to time, and/or state law pertaining to the role, powers, duties, authority, or responsibilities of the City Attorney's position that substantially changes the terms of this Employment Contract, the City Attorney shall have the right to declare that such amendments constitute termination by the City Commission from the effective date of such amendments.

VI. TERMINATION BY CITY ATTORNEY

The City Attorney may terminate this Employment Contract by giving the City thirty (30) days advance written notice. If the City Attorney dies, or is unable to perform the duties of City Attorney through illness or disability, for a period of four (4) successive weeks beyond any accrued vacation and sick leave, this Contract shall be terminated.

VII. SEVERANCE

- A. If this Employment Contract is terminated by the City Commission pursuant to Sections V(C) or V(D) above, the City Attorney shall be entitled to severance pay equal to her then current salary for a period of sixteen (16) weeks from the date of her termination. As part of any severance pay the City Attorney may be entitled to, the City Attorney shall also be entitled to compensation for all accrued vacation and 50% accrual sick leave, and the City shall pay and provide for the continuation of health insurance, life insurance and all other benefits normally paid to the City Attorney, at the City's cost, for the same period of time that the City Attorney receives severance pay following the date of termination.
- B. Any severance pay provided herein shall be paid to the City Attorney in bi-weekly installments, unless otherwise agreed to in writing by the City Attorney.
- C. If this Employment Contract is terminated by the City Commission and the City Attorney is entitled to severance benefits under this Section VII, the City Attorney must execute a general and full release releasing the City, its elected officials, officers, employees, attorneys and agents from any and all obligations, claims or liabilities arising out of the City Attorney's employment with the City, including but not limited to claims for wrongful termination, discrimination of any kind, and defamation. Said release shall not release the City or the City Commission from its obligations to indemnify the City Attorney under Section X below.
- D. If the City Attorney voluntarily resigns pursuant to Section VI above, she shall be entitled to her salary, health and life insurance benefits through the date of termination, accrued vacation and 50% sick leave; however, she shall not be entitled to severance pay as provided in this Section VII.

VIII. RELOCATION EXPENSES

- A. The City will reimburse the City Attorney up to four thousand (\$4,000) for the costs associated with relocation.
- B. Should the City Attorney resign within two years of her employment with the City to retire or accept a position elsewhere, she will return to the City any expenses it has paid to assist with her relocation. Reimbursement to the City of relocation expenses is not required if the City Attorney should die within the first two (2) years or resign within such time due to disability.

IX. BONDING

The City shall bear the full cost of any fidelity or other bonds required of the City Attorney under any law or ordinance.

X. INDEMNIFICATION

The City shall defend, hold harmless and indemnify the City Attorney against any tort, professional liability claim or demand, or other legal or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring at any time during the performance of the City Attorney's duties as City Attorney unless it is determined that the City Attorney acted in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. The City shall pay the expenses for the travel, lodging, meals and lost time of the City Attorney should the City Attorney be subject to such, and if such suit be pending after the City Attorney is no longer in the employment of the City Commission. The City shall be responsible and have authority to compromise and settle any such claim or suit and pay the amount of any defense, settlement or judgment rendered thereon. The City Attorney shall fully cooperate with the City in the settlement, compromise or trial of any such claim. The provisions of any City policy or ordinance regarding the indemnification of the City's officials or employees shall apply to the indemnification of the City Attorney to the extent any such policy or ordinance does not conflict with this Section X.

XI. GENERAL PROVISIONS

- A. If any provision, or any portion thereof, contained in this Employment Contract is held to be unconstitutional, invalid, or unenforceable, the remainder of this Employment Contract or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.
- B. This Employment Contract shall not be amended except in writing executed by both parties hereto.
- C. A failure by either party to insist upon strict performance by the other, or to exercise any other right herein, shall not constitute a waiver of such right applicable to future conduct or the accrual of such future right.

- D. The headings for the sections contained in this Employment Contract are solely for convenience of reference and shall not constitute a part of this contract or affect its meaning, construction or effect.
- E. The interpretation of this Contract shall be governed by the laws of the State of Florida.
- F. This Contract revokes and supersedes any prior agreements, written or oral. No representations or promises other than those set forth herein may be relied upon by either party. This Contract represents the entire agreement between the parties and shall not be subject to modification or amendment by any oral representation, or any written statement by either party, except for a dated written amendment to this Contract signed by both parties.
- G. Any dispute under this Agreement, which cannot be resolved informally, shall be resolved pursuant to the voluntary labor arbitration rules of the American Arbitration Association (“AAA”) in Nassau County, Florida, by an impartial arbitrator, selected in accordance with such rules, as the exclusive remedy for any such dispute, including but not limited to claims of alleged discrimination. Any claim to arbitration must be submitted no later than three hundred and sixty five (365) calendar days following the date either party becomes aware of the conduct constituting the alleged claims. The parties agree to waive their respective right to a jury trial over any such dispute and agree that failure to timely submit any claim to arbitration shall result in a waiver of the alleged claim. The parties further agree to waive any and all claims not raised through this procedure.
- H. The City Attorney shall comply with Section 119.05 Florida Statutes requirement of the Disposition of Records at End of Official’s Term.

XII. EFFECTIVE DATE

The original Agreement took effect on November 13, 2007.

CITY ATTORNEY



Tammi E. Bach, Esquire

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

Robin C. Lentz
Mayor-Commissioner

EXHIBIT “A”

ESSENTIAL DUTIES AND RESPONSIBILITIES

Prepares and/or approves as to form all contract, bonds and other instruments in which the City is concerned.

As required by resolution, represents the City in court, and before quasi-judicial or administrative agencies of government relative to complaints, suits, and controversies in which the City is a party.

Prepares legal briefs, develops strategy, arguments and testimony in preparation for presentation of a case.

Prosecutes municipal citations.

Interprets laws, rulings, and regulations.

Provides legal opinions on any question of law relating to the respective powers and duties of the City Commission and City Manager or other matters as required by the City Commission or City Manager.

Prepares ordinances and resolutions requiring legal experience or as directed by the City Commission. Reviews and approves all ordinances and resolutions to be considered by the City Commission.

Attends all City Commission regular meetings and special meetings, as required, to provide legal advice and opinions relative to matters under consideration by the City Commission. Attends all meeting of the Planning Advisory Board, Historic District Council and Board of Adjustment when quasi-judicial hearings are to be ruled upon. Attends other City meetings at the request of the City Commission.

Prepares department budget and assures office operates within assigned parameters of the budget.

If requested by the City Commission, provides complete and accurate time records regarding all legal services, and the applicable department or subject matter.

Performs other duties as assigned by the City Commission.

EXHIBIT “B”

RETIREMENT & LIFE INSURANCE BENEFITS

With no mandatory contribution required by the City Attorney, the City shall pay for the benefit of the City Attorney a minimum of 10% of the City Attorney’s total base salary each year to be placed in a retirement account chosen by the City Attorney, and for a life insurance policy in an amount equal to the nearest one thousand dollars (\$1,000.00) equivalent to one year base salary.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-157
Emergency Vehicle Purchase - Beck Auto Sales, Inc.
Budget Amendment
Capital Improvement Plan Amendment

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-157

SYNOPSIS: Due to the magnitude of damages and debris from both Hurricane Harvey and Hurricane Irma, debris removal contractors were/are overwhelmed and unable to deploy the needed resources to various communities. DRC, the City's debris removal contractor was unable to supply sufficient resources to handle the City's debris and by conferring one-on-one with Commissioners, the City Manager was authorized to make an emergency purchase of a F750 truck with a grapple to be used by City staff to help clear the City debris from Hurricane Irma.

Purchase Order number 17000115 was created and issued to Beck Auto Sales, Inc. on September 25, 2017, with the expected delivery date after October 1, 2017. The five-year capital improvement plan must be amended to add this emergency purchase.

FISCAL IMPACT: A transfer of \$113,895 to the Capital Improvement Fund's Streets Equipment account, 3004100 56400 from the Capital Improvement Fund's Reserve account, 3001000, is necessary to fund this purchase.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-157.

Dale Martin, City Manager	09/25/2017
Jeremiah Glisson, Fleet & Facilities Maintenance Director	09/25/2017
Patti Clifford, Comptroller	09/25/2017
Tammi E. Bach, City Attorney	09/26/2017

Date: September 25, 2017

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2017-157

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE EMERGENCY PURCHASE OF A GRAPPLE TRUCK FROM BECK AUTO SALES, INC.; APPROVING AN AMENDMENT TO THE CAPITAL IMPROVEMENT FUND BUDGET FOR FISCAL YEAR 2017/2018 FOR THE PURCHASE; APPROVING AN AMENDMENT TO THE FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2017/2018; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City adopts and operates under a budget for the fiscal year and the City Charter requires that the City Commission approve any budget amendment over \$7,500; and

WHEREAS, due to the magnitude of damages and debris from both Hurricane Harvey and Hurricane Irma, debris removal contractors were/are overwhelmed and unable to deploy the needed resources to various communities; and

WHEREAS, DRC, the City's debris removal contractor, was unable to supply sufficient resources to handle the City's debris and by conferring one-on-one with Commissioners, the City Manager was authorized to make an emergency purchase of a F750 truck with a grapple to be used by City staff to help clear the City debris from Hurricane Irma; and

WHEREAS, Purchase Order number 17000115 was created and issued to Beck Auto Sales, Inc. on September 25, 2017, with the expected delivery date after October 1, 2017; and

WHEREAS, because this purchase was an unbudgeted item in fiscal year 2017/2018, staff recommends a transfer of \$113,895 to the Capital Improvement Fund's Streets Equipment account, 3004100 56400 from the Capital Improvement Fund's Reserve account, 3001000 59900, and an amendment to the five-year capital improvement account to add this equipment.

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 emergency purchase of a grapple truck and the following budget amendment: a transfer of \$113,895 to the Capital Improvement Fund's Streets Equipment account, 3004100 56400 from the Capital Improvement Fund's Reserve account, 3001000 59900.

SECTION 2. The City Commission hereby approves amending the five year capital improvement plan to add the emergency purchase.

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

ADOPTED this 3rd day of October, 2017.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

Robin C. Lentz
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in blue ink, appearing to read 'TEB', is positioned above a horizontal line.

Tammi E. Bach
City Attorney

Priority A:

1. Capital Improvements needed to protect public health and safety.
2. Capital Improvements needed to fulfill a State or Federal mandate.
3. Capital Improvements needed to fulfill a legal or regulatory requirement.
4. Capital improvements needed to complete an ongoing project.
5. Capital improvements that are shovel ready (funding, permits, etc. are in place).
6. Capital improvements needed to correct existing deficiencies or maintenance issues.

Priority B:

1. Capital Improvements needed to meet or maintain adopted level of service standards.
2. Capital improvements needed to implement adopted plans or studies.
3. Capital improvements that are eligible for grant funding.
4. Capital improvements that will promote economic development.
5. Capital improvements that will reduce operating and/or maintenance costs.

Priority C:

1. Capital Improvements that will increase efficient use of existing public facilities where the economic benefit that results from the improvement exceeds the economic cost of making the improvement.
2. Capital Improvements that will promote redevelopment and/or infill development.

Priority D:

1. Capital Improvements needed to accommodate projected new development, that are consistent with the FLUM, and which represent a logical extension of public facilities.
2. Capital Improvements needed to serve developments that were approved prior to the adoption of the Fernandina Beach Comprehensive Plan.

Priority E:

1. Capital Improvements that will further the plans of the St. Johns River Water Management District and other State agencies that may provide public facilities within the City.

Project Title/Justification	Funding Source			Cost	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	Priorities (Per Comp Plan Policy 8.01.02)				
	Gen Fund		*Other							A	B	C	D	E
Fire Department														
RESCUE UNIT			100% ⁸	555,300	255,300			300,000		1	1			
CDMA COMPLIANT RADIO EQUIPMENT			100% ⁸	201,900	201,900					1	1			
FIRE BOAT-HOMELAND SEC PORT GRANT			100% ⁴	475,000	475,000					1	1			
EMERGENCY PREPAREDNESS (Coop / COG)	100%			40,000		40,000				1	1			
MOVE FIRE STA #2 diff years	100%			500,000		500,000					1			
AERIAL APPARATUS	100%			800,000			800,000			1	1			
Building Department														
TYLER TECH-BUILDING	100%			90,900	90,900					6	1			
Streets Department <i>AMENDED</i>														
STREET RESURFACING	66.7%		33.3% ³	1,975,000	325,000	400,000	400,000	400,000	450,000	1	5			
STRIPING & PAVEMENT MARKING	100%			183,250	34,750	36,500	36,500	36,500	39,000	1	5			
SIDEWALKS AND CURBS	100%			314,000	59,000	75,000	75,000	75,000	30,000	1	5			
SIDEWALK EXTENSION PROGRAM	100%			117,500	20,000	22,500	25,000	25,000	25,000	1	5			
ALACHUA CROSSING			100% ⁸	800,000	800,000						2,4			
DUMP TRUCK	100%			75,000	75,000					1	1,5	1		
USED MOTOR GRADER	100%			75,000	75,000					1	1,5	1		
FORD F750 TRUCK with GRAPPLE	100%			114,000	114,000					1	1			
FORD F750 BUCKET TRUCK	100%			60,000		60,000				1	1,5	1		
JOHN DEERE FRONT END LOADER	100%			125,000		125,000				1	1,5	1		
DUMP TRUCK	100%			130,000			130,000			1	1,5	1		
N. 15th/FRANKLIN SLUDGE REMOVAL	100%			10,000		10,000				1,4,6	1,5			

- | | | | |
|------------|---------|------------------|------------------|
| 1. County | 5. FIND | 9. Impact Fees | 13. FBIP |
| 2. FRDAP | 6. FDOT | 10. Assessments | 14. Fines |
| 3. State | 7. FAA | 11. Enterprise | 15. Unclaim Prop |
| 4. Federal | 8. Loan | 12. Utility Bond | |



Purchase Order

Fiscal Year 2017

Page: 1 of: 1

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City of Fernandina Beach
MAINTENANCE DEPARTMENT
1017 SOUTH 5TH STREET
FERNANDINA BEACH, FL 32034

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

Purchase Order # **17000155**

Delivery must be made within doors of
specified destination.

V
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BECK AUTO SALES, INC.
256 HWY. 17 NORTH
PALATKA, FL 32177

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MAINTENANCE DEPARTMENT
1017 SOUTH 5TH STREET
FERNANDINA BEACH, FL 32034

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference			
800-382-3692				366					
Date Ordered	Vendor Number	Date Required		Freight Method/Terms			Department/Location		
09/25/2017	3459						FACILITIES		
Item#	Description/PartNo					QTY	UOM	Unit Price	Extended Price
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading								
	FORD 2017 F750 CAB & CHASSIS W								
1	FORD 2017 F750 CAB & CHASSIS 33,000 GVWR. INCLUDES PAC MAC KB 20 GRAPPLE LOADE WITH 18/24 BODY.					1.0	EACH	\$113,895.00	\$113,895.00
	***** GL SUMMARY *****								
	3004100 - 56400					\$113,895.00			

By: PAC Clifford
Comptroller

VENDOR COPY

Total Ext. Price	\$113,895.00
PO Total	\$113,895.00

1. **ENTIRE AGREEMENT** - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties, unless otherwise stated on the face of the order. No modification or waiver of terms of the agreement shall be binding unless in writing, signed by the City Manager and confirmed by a representative of the Contractor/Vendor/Seller. This agreement shall be interpreted in accordance with the laws of the State of Florida.
2. **DELIVERIES** - In the event of failure to deliver material of the quality or within the time specified, City may cancel the order and buy elsewhere. Failure of City to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.
3. **INSPECTIONS** - Materials shall be received subject to City's right to inspect and test all materials at destination before acceptance. Contractor/Vendor/Seller shall pay transportation costs and the cost of inspecting and testing of materials which are rejected by City.
4. **ACCEPTANCE** - Payment for the goods or services covered by this order shall not constitute acceptance thereof. Shipment of any part of this order or start of work, if providing services, without written acceptance constitutes Contractor/Vendor/Seller's acceptance of this order and its condition.
5. **CONTINGENCIES** - Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected, upon prompt written notice to the other party, shall be excused from making or taking deliveries or goods and/or services hereunder to the extent of such prevention or restriction. At City's option, deliveries so omitted shall be made on notice thereof to the Contractor/Vendor/Seller, upon cessation of such contingency, even though such might have been operative at the date of this order.
6. **GOVERNMENT REGULATIONS** - Contractor/Vendor/Seller warrants that all applicable laws and regulations of government authority, covering the production, sale and delivery of the materials and performance of services specified herein, have been complied with and shall indemnify and save City harmless from and against any liability or loss resulting from Contractor/Vendor/Seller's failure to do so.
7. **TAXES** - The City is exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepay transportation charges, do not pay tax as the county or city will not reimburse you for the taxes paid. The City also is exempt from State Sales Tax.
8. **WARRANTIES** - In addition to all warranties, established by statute or common law, or set forth elsewhere in this order, Contractor/Vendor/Seller expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by City and shall be of best quality and fit and sufficient for the purpose for which purchased. If specified hereon, merchantable, of good material and workmanship and free from all patent and latent defects. City's failure to give notice to Contractor/Vendor/Seller of any breach of warranty shall not discharge Contractor/Vendor/Seller of any breach of warranty and shall not discharge Contractor/Vendor/Seller's liability therefor. Without limiting the generality of any of the foregoing, Contractor/Vendor/Seller agrees to be responsible for all defects in design, workmanship and materials which may become apparent within twelve months of receipt by City.
9. **PATENTS** - Contractor/Vendor/Seller shall protect and indemnify City against all claims, judgments and expenses arising from infringement or alleged infringement of any third party's patent, copyright or other intellectual property rights by any of the goods delivered hereunder. Contractor/Vendor/Seller shall defend or settle at its own expense any proceeding brought against City for such infringements provided Contractor/Vendor/Seller is notified promptly of the commencement of such proceedings and is given authority, information and assistance by the City for the defense or settlement thereof.
10. **INSTALLATION** - If this order required the services of experts or employees on City's premises, such experts or employees shall not thereby be deemed to be by the agents or employees of City. Such parties shall be subject to City's safety rules and fire regulations. Contractor/Vendor/Seller assumes full responsibility for their acts and omissions and agrees to save Buyer harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Contractor/Vendor/Seller will undertake to keep the materials and premises involved free from any lien whatsoever for materials and labor incident to the performance of personality for a lump sum amount. Contractor/Vendor/Seller agrees to furnish an analysis thereof as Buyer may reasonably require for accounting purposes. Contractor/Vendor/Seller agrees to furnish an analysis thereof as City may reasonably require for accounting purposes. Contractor/Vendor/Seller shall be solely responsible for materials furnished by Buyer on other than a charge basis in connection with this order.
11. **NON-DISCLOSURE** - Without prior written consent of the City in each instance, Contractor/Vendor/Seller shall not reveal to a third party the details, characteristics or any information on materials made to the special order of City or use reproductions thereof in any promotional media or reveal that City is purchasing the materials ordered hereunder.
12. **ASSIGNMENT** - Contractor/Vendor/Seller shall not assign this order or any part thereof without written consent of the City. Such consent will not relieve Contractor/Vendor/Seller from its obligations and liabilities hereunder.
13. **CHANGES** - City reserves right to change specifications and delivery dates. Any resultant contract differences shall be equitably adjusted in writing.
14. **OCCUPATION SAFETY AND HEALTH ACT** - Contractor/Vendor/Seller certifies that all material, equipment, etc. supplied under terms of the Purchase Order meets all O.S.H.A. requirements. Contractor/Vendor/Seller further certifies that, if the material, equipment, etc. delivered is subsequently found to be deficient in accordance with any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the O.S.H.A. requirements shall be borne by the Contractor/Vendor/Seller.
15. **INDEMNIFICATION** - The parties recognize that Contractor/Vendor/Seller is an independent contractor. Contractor/Vendor/Seller 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, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of Contractor/Vendor/Seller, its officers, employees, subcontractors, agents, and representatives. Contractor/Vendor/Seller'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 Contractor/Vendor/Seller against the City and Contractor/Vendor/Seller hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall not be limited by the amount of any insurance required to be obtained or maintained by Contractor/Vendor/Seller. In addition, Contractor/Vendor/Seller agrees to assume liability for and indemnify, hold harmless and defend the City, its mayor, commissioners, officers, employees, attorneys, agents and representatives of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, including claims for injunctive or equitable relief, and damages whatsoever for personal injuries or property damage, including loss of use, arising out of Contractor/Vendor/Seller's violation or alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with Contractor/Vendor/Seller's licensing of any software, hardware, uploads or downloads delivered to the City pursuant to this Purchase Order and/or arising out of the negligent or deliberate act or omission of Contractor/Vendor/Seller, its officers, employees, volunteers, representatives or agents. Nothing contained in the foregoing indemnification shall be construed to be 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.
16. **INSURANCE** - If required by the City, Contractor/Vendor/Seller shall procure and maintain worker's compensation insurance and commercial general liability insurance satisfactory to the City, with liability limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to the City naming the City as an additional insured and the supporting Endorsement page included. It is understood and agreed that the coverage afforded by Contractor/Vendor/Seller commercial general liability insurance also applies to City as an additional insured. Such policy shall provide that cancellation or changes to such insurance shall not occur without at least thirty (30) days prior written notice to the City. This requirement for proof of insurance may be modified only through approval of the applicable Department Director and the City Attorney.
17. **PURCHASE ORDER NUMBER** - Purchase Order Number must appear on all packages, packing slips, invoices and all correspondence relating to the Order. City will not be responsible for goods delivered without Purchase Order Number.
18. **INVOICING** - Invoice(s) must be submitted in duplicate to billing address indicated on face of Purchase Order. Invoice must state Purchase Order Number, unit price(s), extension(s), total, and SHIP TO ADDRESS.
19. **PRICES** - Prices are F.O.B. destination unless otherwise specified and agreed to by the City.
20. **PAYMENT** - Payment due hereunder shall be made by the City to Contractor/Vendor/Seller in accordance with the Florida Local Government Prompt Payment Act.
21. **DISCOUNTS** - Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for City to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.
22. **ACCEPTANCE - ENTIRE AGREEMENT** - Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. City and the Contractor/Vendor/Seller shall not be bound by additional provisions or provisions at variance herewith that may appear in the Contractor/Vendor/Seller's quotation, acknowledgment in force, or any other communication from Contractor/Vendor/Seller to City unless such provision is expressly agreed to and confirmed in writing.
23. **VARIATION IN QUANTITY** - City assumes no liability for material produced, processed or shipped in excess of the amount specified herein.
24. **SEVERABILITY** - If any section, subsection, sentence, clause, phrase, or portion of this contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.
25. **CAPTIONS** - Captions have been provided for the benefit of the parties, and for reference only, and are not deemed to be a part of the agreement created.
26. **MATERIAL SAFETY DATA** - In accordance with Florida Statutes, Chapter 442, it is the Contractor/Vendor/Seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.
27. **PERMITS** - Contractor/Vendor/Seller is responsible for obtaining any permits necessary to complete the work covered by this order, at its own expense, prior to starting any work under this order.
28. **PUBLIC RECORDS LAW REQUIREMENTS** - Pursuant to Section 119.0701, Florida Statutes, Contractor/Vendor performing services for City shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Contractor/Vendor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor/Vendor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.



KB-20 SERIES



KBF 20H with TKB-1824 Body



**A FIVE-STAR RATING PLACES THE
KB-20 SERIES IN A CLASS OF ITS OWN.**

- ★ QUALITY
- ★ SAFETY
- ★ ECONOMICAL
- ★ USER-FRIENDLY
- ★ DURABILITY



All design, specifications and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written warranty for this product at the time of shipment.

HOL-MAC CORPORATION • P.O. BOX 349 • BAY SPRINGS, MS 39422 • (601) 764-4121

www.e-pac-mac.com

REFUSE AND RECYCLING EQUIPMENT

TECHNICAL DATA AND SPECIFICATIONS

GENERAL SPECIFICATIONS:

Height of boom to ground in lowest travel position11 ft.
 Boom length (16 ft. with 4 ft. extension)20 ft.
 Body length (fixed)16, 17, 18 ft.
 (Optional boom lengths available)
 Lifting capacity at 20 feet (with grapple)3300 lbs.
 Weight of loader body and truck (empty)22,500 lbs.
 Outrigger extended12 ft.
 retracted8 ft.
 Body hoist capacity30,000 lbs.

BUCKET:

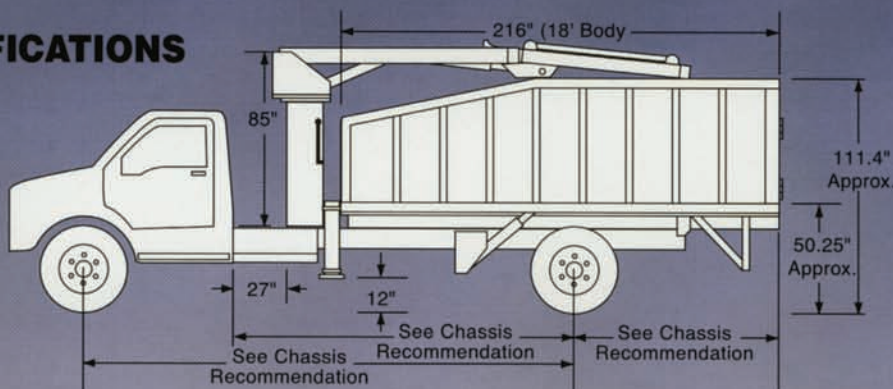
360° continuous rotation. Optional 270°
 Width4 ft.
 Fully open5 ft.
 High strength tempered steel replaceable cutting edges

RECOMMENDED CHASSIS:

Cab to axleSee Chassis Requirements
 Front axleMinimum 12,000 lbs.
 Rear axleMinimum 21,000 lbs.
 GVWMinimum 33,000 lbs.
 EngineMinimum 210 HP
 Transmissionautomatic or manual
 Frame1,500,000 RBM

BODY:

Length:18, 19, 20 ft.
 Capacity:20, 24, 25, 30 cu. yds.
 Tilt to 45° for dumping
 Two heavy-duty "barn type" doors
 Floor - 3/16 inch smooth steel plate
 Sides - 10 gauge smooth steel plate



The **KB-20 Series** has been designed for easy operator access, easy service, easy maintenance and with the low initial cost, it makes this loader a great **ECONOMICAL** package.



A **USER-FRIENDLY KB-20 Series** truck body makes loading and unloading heavy, bulky materials easier. Two heavy-duty doors swing completely open for easy discharge. Also available is an optional scow (open back) type body.



QUALITY - The **KB-20 Series** boom hoses are protected from debris with no hoses exposed below the rotator. The boom is equipped with a continuous rotating grapple. The grapple is constructed with bolt-on heat-treated steel cutting edges. The edges are overlapping allowing the grapple to close completely. This is a distinct feature that puts this grapple in a **CLASS OF ITS OWN**.



SAFETY features include hydraulic hoses enclosed in a pedestal structure. For superior safety, the **KB-20 Series** features pilot operated check valves as an integral part of each boom and outrigger cylinders. Shown with optional pilot operated electronic joystick controls.



DURABILITY - The **KB-20 Series** truck body is equipped with twin telescopic dump cylinders, providing a 45-degree body tilt. The **KB-20 Series** offers a structurally sound, heavy-duty body that will stand the test of time.

DISTRIBUTED BY



All design, specifications and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written warranty for this product at the time of shipment.

HOL-MAC CORPORATION • P.O. BOX 349 • BAY SPRINGS, MS 39422 • (601) 764-4121

www.e-pac-mac.com

REFUSE AND RECYCLING EQUIPMENT



Selected Equipment & Specs

Dimensions

Exterior length: 419.0" * Cab to axle: 186.0" * Exterior width: 96.7" * Exterior height: 94.3" * Wheelbase: 260.0" * Front track: 83.8" * Rear track: 72.6" * Front legroom: 41.4" * Front headroom: 40.7" * Front hiproom: 67.6" * Front shoulder room: 68.0"

Powertrain

270hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection * Recommended fuel : diesel * federal * 6 speed automatic transmission with overdrive * Rear-wheel drive * Fuel Economy Cty: N/A * Fuel Economy Highway: N/A * 50.0 gal. rectangular Left front fuel tank * Fuel/water separator * Transmission PTO provision * Standard rear differential * Right mounted horizontal muffler * Right mounted horizontal tailpipe

Suspension/Handling

Front non-independent leaf spring suspension with anti-roll bar * Rear rigid axle leaf spring suspension * Hydraulic power-assist re-circulating ball Steering * Front and rear 22.5 x 8.25 wheels * 11.0R22.5 AS front and rear tires * Dual rear wheels * Rubber auxiliary rear springs

Body Exterior

2 doors * Driver and passenger folding door mirrors * Black door mirrors * Black bumpers * Side steps * Trailer harness * Clearcoat paint * Straight front bumper ends * Hood mounted grille * Front and rear 22.5 x 8.25 white steel wheels with 10 wheel studs

Convenience

Manual air conditioning * Cruise control with steering wheel controls * Manual front windows * Manual door locks * Manual tilt steering wheel * Front cupholders * Passenger visor mirror * Single air horn * Automatic gearshift steering column lever * Driver and passenger door bins

Seats and Trim

Seating capacity of 3 * Fixed driver seat * Fixed passenger seat * Bucket driver seat, two person bench passenger seat * Driver seat folding back * Low back seats * Driver seat air suspension * Driver seat with 4 way direction control, passenger seat with 2 way direction control * Manual fore/aft seats

Entertainment Features

AM/FM stereo radio * Auxiliary audio input * 4 speakers * Fixed antenna

Lighting, Visibility and Instrumentation

Halogen aero-composite headlights * Variable intermittent front windshield wipers * Light tinted windows * Front reading lights * Tachometer * Voltmeter * Oil pressure gauge * Trip computer * Trip odometer * RNDM

Safety and Security

4-wheel ABS brakes * Air brakes * Manual door locks

Dimensions

General Weights

Curb	10614 lbs.	Front curb weight	6714 lbs.
Rear curb weight	3901 lbs.	Front axle capacity	12000 lbs.
Rear axle capacity	21000 lbs.	Front spring rating	12000 lbs.
Rear spring rating	21000 lbs.	Front tire/wheel capacity	13220 lbs.
Rear tire/wheel capacity	23360 lbs.	Front GAWR	12000 lbs.
Rear GAWR	21000 lbs.	GVWR	33000 lbs.
GCWR	50000 lbs.		

Trailer Type

Harness Yes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Equipment & Specs (cont'd)

Fuel Tank type

Capacity 50 gal.

Front Frame

Height loaded 35 "

Height unloaded 37 "

Rear Frame

Height loaded 36 "

Height unloaded 38 "

Powertrain

Engine Type

Block material Iron

Head material Aluminum

Injection Diesel direct injection

Orientation Longitudinal

Valves per cylinder 4

Forced induction Intercooled turbo

Cylinders V-8

Ignition Compression

Liters 6.7L

Recommended fuel Diesel

Valvetrain OHV

Engine Spec

Bore 3.90"

Displacement 406 cu.in.

Compression ratio 16.2:1

Stroke 4.25"

Engine Power

Output 270 HP @ 2,400 RPM

Governed RPM 3200

Torque 675 ft.-lb @ 1,600 RPM

Alternator

Type HD

Amps 200

Battery

Cold cranking amps 1800

Step Yes

Location Forward right

Type Dual

Transmission

Electronic control Yes

Overdrive Yes

Type Automatic

Lock-up Yes

Speed 6

Transmission Gear Ratios

1st 3.974

3rd 1.516

5th 0.858

Reverse Gear ratios 3.128

2nd 2.318

4th 1.149

6th 0.674

Transmission Torque Converter

Stall ratio 1.85

Transmission Extras

Driver selectable mode Yes

Oil cooler Regular duty

Sequential shift control Yes

PTO provision Yes

Drive Type

Type Rear-wheel

Drive Axle

Ratio 6.5

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Selected Equipment & Specs (cont'd)

Exhaust

Material Aluminized steel System type Single

Emissions

CARB Federal

Engine Retarder

Type Yes

Driveability

Brakes

ABS 4-wheel ABS channels 4
Type Air brakes

Suspension Control

Ride Regular

Front Suspension

Independence Non-independent Type Leaf
Anti-roll bar Regular

Front Spring

Type Tapered leaf Grade Regular

Front Shocks

Type Regular

Rear Suspension

Independence Rigid axle Type Leaf

Rear Spring

Type Multi-leaf Grade Regular
Auxiliary Rubber

Steering

Activation Hydraulic power-assist Type Re-circulating ball

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter 22.5" Width 8.25"

Rear Wheels

Diameter 22.5" Width 8.25"
Dual Yes

Front Tires

Aspect 82 Diameter 22.5"
Sidewalls BSW Tread AS
Width 11.0" LT load rating H
RPM 497

Rear Tires

Aspect 82 Diameter 22.5"

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Equipment & Specs (cont'd)

Sidewalls BSW
Width 11.0"
RPM 496

Tread AS
LT load rating G

Wheels

Front track 83.8"
Turning radius (to curb) 34'
Wheelbase 260.0"

Rear track 72.6"
Turning radius (to bumper) 35'

Body Features

Front splash guards Yes
Side steps Yes

Body material Composite/galvanized steel

Body Doors

Door count 2

Exterior Dimensions

Length 419.0"
Body height 94.3"
Axle to end of frame 120.0"
Frame yield strength (psi) 120000.0
Frame rail width 3.6"
Max RBM (in.-lbs.) 1780800.0
Front bumper to Front axle 39.0"

Body width 96.7"
Cab to axle 186.0"
Frame section modulus 14.2cu.in.
Frame rail depth 10.1"
Frame rail thickness 0.3"
Frame rail section 9.5"
Nominal RBM (in.-lbs.) 1701600.0

Seating

Passenger Capacity

Capacity 3

Driver Seat

Type Bucket
Back type Low
Way direction control 4

Back Folding
Suspension Air
Fore/aft Manual

Passenger Seat

Type Two person bench
Way direction control 2

Back type Low
Fore/aft Manual

Front Seat Trim

Material Vinyl

Back material Carpet

Convenience

AC And Heat Type

Air conditioning Manual

Audio System

Auxiliary audio input Yes
Radio grade Regular

Radio AM/FM stereo
Seek-scan Yes

Audio Speakers

Speaker type Regular

Speakers 4

Audio Antenna

Type Fixed

Cruise Control

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Equipment & Specs (cont'd)

Cruise control With steering wheel controls

Convenience Features

12V DC power outlet 2 Horn Single air

Door Lock Activation

Type Manual

Instrumentation Type

Display Analog

Instrumentation Gauges

Tachometer	Yes	Oil pressure	Yes
Engine temperature	Yes	Voltmeter	Yes
Transmission fluid temp	Yes	Engine hour meter	Yes
Primary air pressure	Yes		

Instrumentation Warnings

Battery	Yes	Lights on	Yes
Key	Yes	Service interval	Yes
Brake fluid	Yes	Transmission fluid temp	Yes

Instrumentation Displays

Clock In-radio display

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
Shift indicator	RNDM		

Steering Wheel Type

Material	Urethane	Tilting	Manual
----------------	----------	---------------	--------

Front Side Windows

Window 1st row activation Manual

Window Features

Tinted Light

Front Windshield

Wiper Variable intermittent

Rear Windshield

Window Fixed

Automatic Gearshift

Location Steering column lever

Interior

Passenger Visor

Mirror Yes

Headliner

Coverage	Full	Material	Cloth
----------------	------	----------------	-------

Floor Trim

Coverage	Full	Covering	Vinyl/rubber
----------------	------	----------------	--------------

Trim Feature

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Equipment & Specs (cont'd)

Gear shift knob Urethane

Lighting

Dome light type Delay

Variable IP lighting Yes

Front reading Yes

Storage

Driver door bin Yes

Glove box Yes

Dashboard Yes

Front Beverage holder(s) Yes

Passenger door bin Yes

Legroom

Front 41.4"

Headroom

Front 40.7"

Hip Room

Front 67.6"

Shoulder Room

Front 68.0"

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Warranty - Standard Equipment & Specs

Warranty

Basic

Distance Unlimited miles Months 24 months

Powertrain

Distance Unlimited miles Months 24 months

Corrosion Perforation

Distance Unlimited miles Months 36 months

Roadside Assistance

Distance Unlimited miles Months 24 months

Diesel Engine

Distance 250000 miles Months 60 months

Transmission

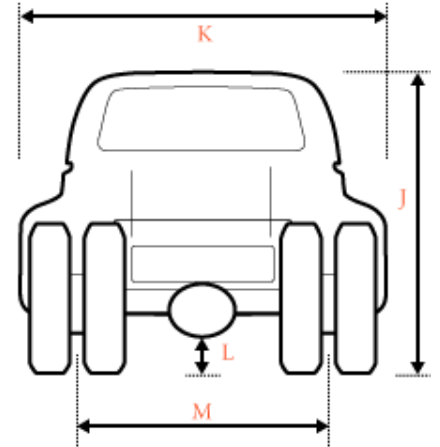
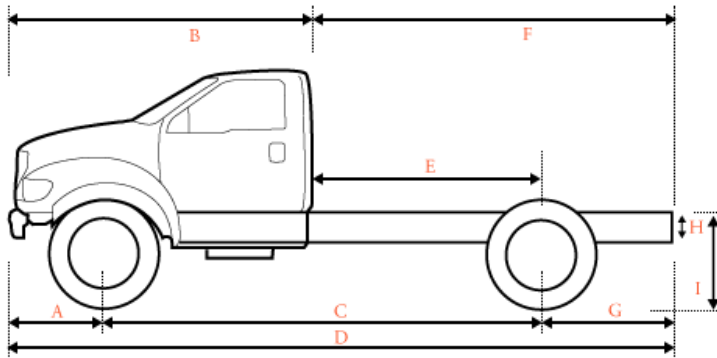
Distance 250000 miles Months 60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



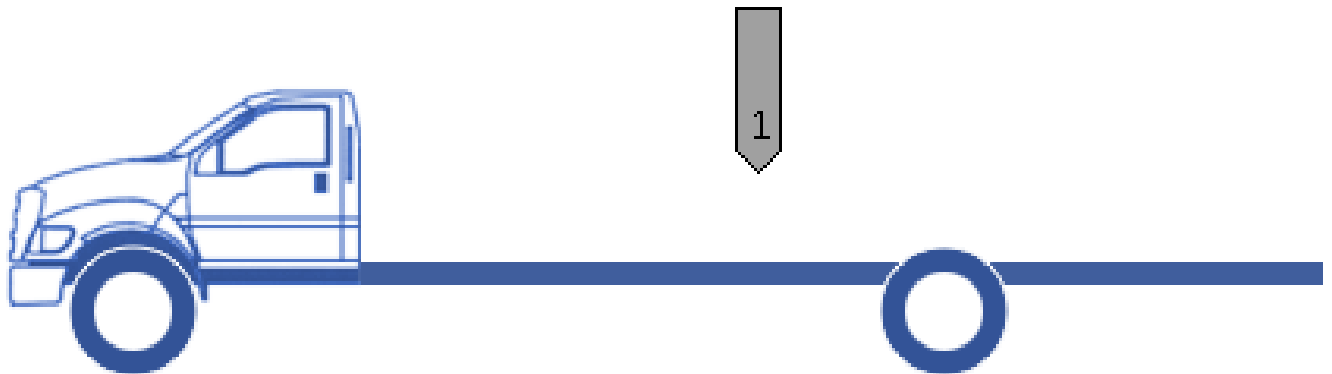
Performance

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	39.00 in.
B	Front Bumper to Back of Cab (BBC)	113.00 in.
C	Wheelbase (WB)	260.00 in.
D	Overall Length (OAL)	419.00 in.
E	Back of Cab to Rear Axle (CA)	186.00 in.
F	Back of Cab to End of Frame	306.00 in.
G	Rear Axle to End of Frame (AF)	120.00 in.
H	Frame Section Height	10.10 in.
I	Rear Frame Height Unloaded	38.00 in.
I	Rear Frame Height Loaded	36.50 in.
J	Cab Height	94.30 in.
K	Body Width	96.70 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	N/A
M	Front Tread	83.80 in.
M	Rear Tread	72.60 in.



Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Performance (cont'd)

Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	6,714 lbs	3,901 lbs	10,615 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	200 lbs	100 lbs	300 lbs
1 Max Payload - (Max. Payload)	5,086 lbs	16,999 lbs	22,085 lbs
TOTAL	12,000 lbs	21,000 lbs	33,000 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	12,000 lbs	21,000 lbs	33,000 lbs
Wheels/Tires	13,220 lbs	23,360 lbs	
Suspension	12,000 lbs	21,000 lbs	
Axle	12,000 lbs	21,000 lbs	
Legal Axle Limit	0 lbs	0 lbs	

Start, Grade and Speed

Shift Indicator

Vehicle equipped **without** Park Pawl. Shift indicator will display **RNDM**.

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	3.97	15.00 %	22.62 %
Start grade capability in reverse	3.13	15.00 %	17.81 %

Grade	Ratio	Desired	Calculated
Maximum grade in 4th gear	1.15	3.00 %	7.08 %
Maximum grade in 5th gear	0.86	3.00 %	5.29 %
Maximum grade in 6th gear	0.67	3.00 %	4.15 %

Speed	Desired	Calculated
Top Speed (level grade)	75 mph	88 mph
<i>To meet your requirement you need a maximum axle ratio of 7.66</i>		
Top Speed on 3.0% grade	55 mph	
<i>To meet your requirement you need a maximum of 197 hp</i>		
Cruise Speed	60 mph	64 mph
Engine RPM at desired cruise speed		2,173 rpm

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Performance (cont'd)

Variables in Use

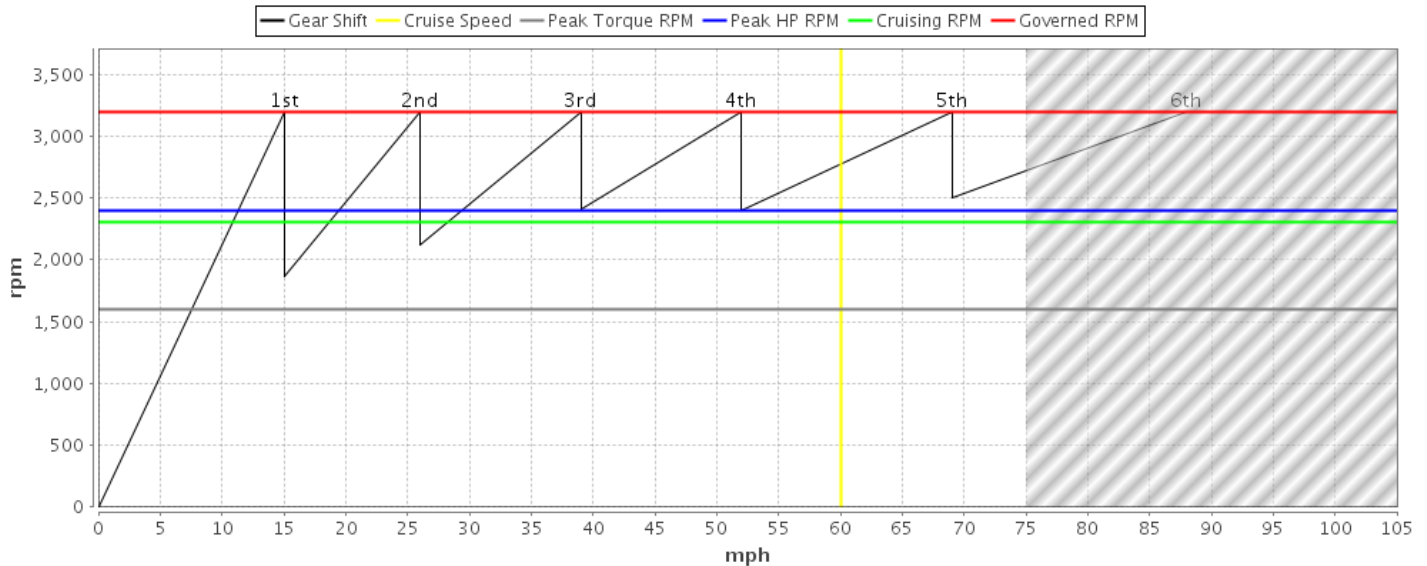
Rear axle ratio:.....	6.50/6.50	Governed RPM:.....	3,200 rpm
Tire size:.....	11R22.5 (496 rev/mile)	Frontal Area:	57.28 Sq.Ft.
Gross Vehicle Weight (GVW):	33,000 lbs	Cruising RPM.....	2,300 rpm
Clutch engagement torque:.....	337 ft.lbs.	Worst road surface	Typical Highway
Torque conversion ratio:.....	1.85	Final Drive Ratio:.....	0.67
Peak engine torque:.....	675 ft.lbs.	Drag Coefficient.....	0.80
Engine Power:.....	270 hp @ 2,400 rpm		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



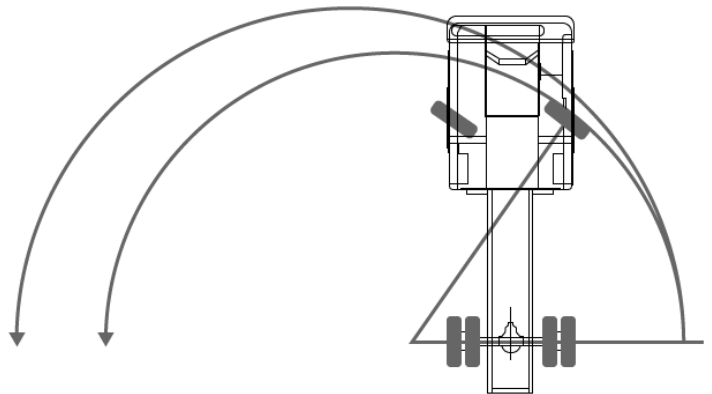
Performance (cont'd)

Shift Chart



Turning Radius

Turning radius to curb: 33.79 ft
Turning radius to bumper: 35.50 ft



Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2017-23
Code Amendment - Newsracks

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Approve Ordinance 2017-23 at First Reading.

SYNOPSIS: City staff has been working on a newsrack ordinance for more than 10 years. In 2008, the City Attorney met with publications (i.e. News Leader, Florida Times Union) and Downtown Merchants' Association to discuss standardizing newsrack machines and locations permissible in the Historic District. The issue of newsracks was discussed at Planning Board meetings, City Commission meetings and Historic District Council meetings many times. The issue would die down and staff moved on to other matters.

Last year, Jeff Kurtz with Fernandina Beach Main Street approached Sal Cumella, Historic District Preservation Planner and the City Attorney to finally establish a newsrack Ordinance that could be considered by the City Commission. Several months ago, Mr. Kurtz reviewed the proposed Ordinance and designs with the Historic District Council who has no objection to this proposed Ordinance.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: See synopsis above.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2017-23 at First Reading.

Tammi E. Bach, City Attorney 09/22/2017

Dale Martin, City Manager 09/22/2017

Date: August 08, 2017

Submitted By: Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Approve

ORDINANCE 2017-23

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AMENDING CHAPTER 70 OF THE CODE OF ORDINANCES OF THE CITY IN REGARDS TO STREETS, SIDEWALKS AND OTHER PUBLIC PLACES BY CREATING SECTION 70-7 REGARDING NEWSRACKS, PROVIDING FOR CITY-APPROVED NEWSRACKS WITHIN THE HISTORIC DISTRICT; SPECIFYING PERMIT PROCEDURES AND PROHIBITIONS REGARDING NEWSRACKS IN THE PUBLIC RIGHT OF WAY; PROVIDING FOR SPECIFIC LOCATIONS FOR THE PLACEMENT OF CITY-APPROVED NEWSRACKS IN THE HISTORIC DISTRICT; PROVIDING FOR REMOVAL BY THE CITY OF ABANDONED AND IMPERMISSIBLE NEWSRACKS; PROVIDING FOR AN APPEALS PROCESS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is concerned about encroachments in the public right of way, especially those along the streets and sidewalks of the Historic District;

WHEREAS, the City desires to review and update its existing codes to determine whether they are still applicable;

WHEREAS, the City Commission desires to accommodate certain encroachments into the right of way, based on the protections afforded by the First Amendment of the U.S. Constitution and public welfare.

WHEREAS, the City Commission has determined that the proliferation of newsracks within the Historic District are creating visual impairment for pedestrians and drivers;

WHEREAS, the City Commission is aware of the First Amendment rights of the publishers of newspapers and other periodicals which are distributed via newsracks in the Historic District and has consulted with representatives of the interested publishers to obtain their input;

WHEREAS, the City Commission is aware that the Historic District of Fernandina Beach, recognized as a national historic district, is one of the economic cornerstones of the City, and needs to be preserved, protected and enhanced;

WHEREAS, the City Commission has determined that certain locations are acceptable for the location of newsracks. This determination is based on the width of the streets and sidewalks to accommodate the newsracks without adversely affecting pedestrians or drivers, and also based upon the needs of the interested publishers of newspapers and other publications;

WHEREAS, the City Commission has determined the approximate number of newsracks necessary for the interested publications; and

WHEREAS, the City Commission has reviewed various designs for the newsracks, and has consulted with the Historic District Council of the City for input on appropriate designs.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AS FOLLOWS:

SECTION 1. There is hereby created section 70-7 to Chapter 70 of the Code of Ordinances of the City regarding newsracks, which provides as follows:

Section 70-7 NEWSRACKS ON PUBLIC RIGHTS OF WAY

A. Purpose, intent and criteria. The purpose of this ordinance is to promote the public health, safety and welfare through the regulation of placement, type, and appearance of newsracks on public rights of way within the Centre Street area and the Historic District, so as to:

1. Provide for pedestrian and driving safety and convenience;
2. Restrict unreasonable interference with the flow of pedestrian or vehicular traffic, including ingress into or egress from any residence or place of business, or from any street to the sidewalk by persons exiting or entering parked or standing vehicles;
3. Provide reasonable access for the use and maintenance of poles, posts, traffic signs or signals, hydrants, mailboxes, and trees;
4. Maintain and preserve freedom of the press;
5. Cooperate to the maximum extent possible with newspaper and periodical distributors;
6. Maintain and protect the value of the Centre Street Area and its properties and continue to enhance the Historic District;
7. Reduce unnecessary exposure of the public to personal injury or property damage; and
8. Relocate and/or replace newsracks which result in visual blight and/or excessive space allocation on the public rights of way or which unreasonably detract from the aesthetics of the Centre Street Area and Historic District, including but not limited to the architecture of the area, landscaping and other improvements, as well as to have abandoned newsracks removed.

B. Definitions

1. City-Approved Newsrack means a newsrack in a design approved by the City, placed in the location as approved by the City, which will be available by permit for the placement of newspapers, news periodicals, and commercial publications. **THE PRE-APPROVED DESIGNS SHOULD BE EITHER DESCRIBED SPECIFICALLY OR REFERENCED IN AN ATTACHED EXHIBIT HERETO.**
2. Newsrack means a type of self-service or money-operated device for the vending or free distribution of newspapers, news periodicals or commercial publications.
3. Public Right of Way means any public street, highway, sidewalk, parkway or alley.
4. Centre Street Area and/or Historic District means Centre Street from 8th to the City Marina, and including all of the City Marina and the City Marina parking lots, and from Ash Street to Alachua Street west of 8th Street.
5. Abandoned or abandonment means within any City Provided Newsrack a compartment that does not contain the current newspaper or publication specified and permitted for more than 15 consecutive days for a daily publication, 28 consecutive days for a weekly publication, 56 consecutive days for a biweekly publication, 60 days for a monthly publication, or 90 days for a bi-monthly publication.
6. Distributor means the person or entity responsible for placing and maintaining a newsrack in a public right-of-way.

C. City-Approved Newsrack, Prohibition Against Other Newsracks, and Permit Required.

1. The City shall specify pre-approved designs and pre-approved locations within the Centre Street Area and Historic District for newsracks which will be available by permit for a permit fee. The permit fee for placement of City-Approved Newsracks shall be set on an annual basis by ordinance of the City Commission.
2. No person or entity shall place, affix, erect, install, construct, use or maintain any newsrack which encroaches upon a public right-of-way in the Centre Street Area or Historic District without prior approval from the City.
3. The distributor or publisher of a newspaper, news periodical or commercial publication shall be required to obtain a permit from the City prior to the placement of a City-Approved Newsrack in the Centre Street Area or Historic District. The permit shall provide for administrative information, and shall require that the distributor or publisher be responsible for assuring that the publications are up to date, that the publications are properly placed and attended to so as not to become a nuisance or considered abandoned, and that the permit shall be revoked if any City-Approved Newsrack or compartment therein is abandoned.

D. Permit Procedure.

1. The permit procedure is designed to gather administrative information regarding the person responsible for the City-Approved Newsrack. It shall be the responsibility of the person granted the permit to assure that the contents of the City-Approved Newsrack are re-filled regularly, and that the contents do not overflow the box so as to be a nuisance.
2. Any person desiring to install a City-Approved Newsrack shall fill out an application form provided by the City. One permit may be issued to include any number of City-Approved Newsracks, and shall be signed by the applicant.
3. If an applicant desires to install a City-Approved Newsrack, and all permitted locations are occupied, that applicant will be placed on a waiting list until such time as a location becomes available.
4. Permits shall not be denied for any reason other than lack of location availability, and permits shall not be revoked on grounds other than abandonment or lack of maintenance of a City-Approved Newsrack. Any denial or revocation of any permit hereunder shall be appealable to the City Commission.
5. Existing permits shall be reviewed and renewed on an annual basis to assure that the City-Approved Newsrack is being adequately maintained, and that the publications in the City-Approved Newsracks are current. Failure to adequately maintain the materials in the City-Approved Newsrack shall subject the permit to termination or non-renewal.

E. Indemnification of City.

Every person or entity that receives a permit to install a City-Approved Newsrack in the Historic District or installs any permitted newsrack outside of the Historic District shall execute a hold harmless agreement with the City Manager in a form satisfactory to the City Attorney, whereby such person or entity agrees to indemnify and hold harmless the City, its commissioners, officers and employees, from any loss, liability, or damage sustained by any person as a result of such person's use of a City-Approved Newsrack or any other permitted newsrack. This subsection shall only be applicable to the same extent required by the City for other public right-of-way permittees.

F. City-Approved Newsrack Locations.

1. Based on the City's analysis of automobile, pedestrian and ADA access, as well as other criteria, the City has established locations and maximum number of installations at each location for newsracks as follows and in accordance with the drawing attached as Exhibit "A" hereto:
 - a. 4 installations maximum at the main east/west boardwalk to City Marina;
 - b. 2 installations maximum on the west side of 2nd Street between Ash and Centre Streets;

- c. 4 installations maximum on the north side of Centre Street between 2nd and 3rd Streets;
- d. 4 installations maximum on the south side of Centre Street between 3rd and 4th Streets;
- e. 6 installations maximum on the east side of 4th Street between Centre and Alachua Streets;
- f. 4 installations maximum on the north side of Centre Street between 5th and 6th Streets;
- g. 3 installations maximum on the north side of Ash Street between 5th and 6th Streets;
- h. 5 installations maximum on the south side of Centre Street between 6th and 7th Streets;
- i. 2 installations maximum on the north side of Centre Street between Front and 2nd Streets; and
- j. 1 installation maximum on the south side of Centre Street near the Comfort Station between Front and 2nd Streets.

G. Correction of violations; removal by City.

Upon determination by the City Manager or his/her designee that a City-Approved Newsrack or other newsracks in the City have been abandoned, installed, used or maintained in violation of the provisions of this Section or Section 70-2, an order to correct the offending condition shall be issued to the distributor. Such order shall be telephoned to the distributor and confirmed by mailing a copy of the order by certified mail, return receipt requested. The order shall specifically describe the offending condition, suggest actions necessary to correct the condition, and inform the distributor of the right to appeal. Failure to properly correct the offending condition within seven (7) days (excluding Saturdays, Sundays and legal holidays) after the mailing date of the order, or to appeal the order within ten (10) days after its receipt, shall result in the offending newsrack being summarily removed and processed as unclaimed property and/or revocation of the permit. An impound fee, which shall be measured by the City's cost and expense of impounding, shall be assessed against each newsrack summarily removed. The City Manager or his/her designee shall cause inspection to be made of the corrected condition or of a newsrack reinstalled after removal under this Section. The distributor shall be charged an inspection fee of \$10.00 for each newsrack so inspected. This charge shall be in addition to all other fees and charges required under this Section.

H. Appeals.

Any person or entity aggrieved by a finding, determination, notice, order or action taken under the provisions of this Section may appeal and shall be apprised of his/her/its right to appeal to the City Commission. An appeal must be filed with the City within ten (10) days after receipt of notice of any protested decision or action by filing with the City Manager or his/her designee a letter of appeal briefly stating therein the basis for such appeal.

I. Abandonment.

If a City-Approved Newsrack or any other newsrack in the City remains empty or abandoned as defined in subsection B(5) above, the newsrack shall be deemed abandoned and may be treated in the manner as provided in subsection (G) for violations of this Section and Section 70-2.

J. Adding or Changing Permitted Newsrack Locations.

City of Fernandina Beach reserves the right to add or delete permitted locations, as determined by City Commission approval.

SECTION 2. 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 section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 3. That this Ordinance shall become effective immediately upon its adoption.

PASSED AND ADOPTED, this ____ day of _____, 2017.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

Robin C. Lentz
Commissioner – Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2017-22
Annual Pay and Classification Plan FY 2017-2018

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Enact Ordinance 2017-22 at Second Reading.

SYNOPSIS:

This ordinance is to amend the *Pay and Classification Plan* per Section 62-247 of the City's *Code of Ordinances* which states, "The classification plan shall be that as established by the city commission each year by ordinance and may be amended by the city commission from time to time in its discretion, by Ordinance, as it may deem necessary to ensure that the plan reflects the current job classification of all positions in the city service."

After annual budget development, Staff recommends the following changes to better reflect the positions needed by the City:

- Add *Land Conservation Manager*
- Delete *Marina Director*
- Add *Planning Manager*
- Delete *Police Lieutenant*
- Add *Utilities Operations Manager*
- Delete *Administrative Coordinator* from *Non-exempt* classification due to scrivener's error; this position is correctly shown in *Exempt* classification list
- Add *Childcare Professional*; delete *Camp Leader*
- Add *Electrician*
- Add *Evidence & Property Custodian*

This Ordinance was approved at First Reading by the City Commission on September 5, 2017.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2017-22 at Second Reading.

Robin Marley, Human Resources Director	09/22/2017
Nicole Bednar, Administrative Services Manager	09/22/2017
Dale Martin, City Manager	09/25/2017
Patti Clifford, Comptroller	09/25/2017
Tammi E. Bach, City Attorney	09/25/2017
Katie Newton, Legal Assistant	09/25/2017

Date: September 06, 2017

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2017-22

AN ORDINANCE OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AN AMENDED CLASSIFICATION PLAN FOR FISCAL YEAR 2017/2018, PURSUANT TO SECTION 120 OF THE CITY CHARTER AND SECTION 62-247 OF THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 120 of the City Charter states, “the city commission shall fix, by ordinance, the salary or compensation of the city attorney, the department heads, the city manager and the city commission. The city manager shall fix the number and compensation of all other officers and employees. The salaries so fixed shall be uniform for like service in each grade of the city service, as the same shall be graded or classified by the city manager, and approved by the city commission.”; and

WHEREAS, Section 62-247 of the City’s Code of Ordinances states, “The classification plan shall be that as established by the city commission each year by ordinance and may be amended by the city commission from time to time in its discretion, by ordinance, as it may deem necessary to ensure that the plan reflects the current job classification of all positions in the city service.”; and

WHEREAS, the City recognizes that the compensation plan is intended to provide all employees with an equitable and competitive pay, relative to pay received by other employees performing similar work in other areas of the City’s organization and also relative to rates received by other employees in the labor market from which City employees are recruited.

WHEREAS, it is in the best interest of the City to amend the Classified Service Titles and Pay Grades to reflect the current organizational needs and responsibilities of the City;

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

SECTION 1. CLASSIFIED SERVICE TITLES AND PAY GRADES. The Classified Service Titles and Pay Grades are shown below.

Exempt Classifications	Pay Grade
Accountant	135
Accountant, Payroll	130
Accounting Supervisor	138
Administrative Coordinator	131
Administrative Services Manager	137
Airport Manager	137
Airport Operations Manager	134
Aquatics/Greenway Supervisor	131
Assistant to City Manager	133

Exempt Classifications (continued)	Pay Grade
Building Official	141
Community Development Director	143
Comptroller	145
Deputy Building Official	139
Deputy City Clerk	132
Deputy City Manager	146
Deputy Fire Chief	142
Deputy Police Chief	144
Fire Chief	144
Grants Administrator	137
HR Generalist	131
Human Resources Director	143
IT Manager	140
<u>Land Conservation Manager</u>	<u>136</u>
Legal Assistant	132
Maintenance Director	140
Manager/Engineer	143
Marina Director	137
Network Administrator	139
Paralegal	137
Parks & Recreation Director	141
Parks & Recreation Manager	136
Planner I	134
Planner II	136
<u>Planning Manager</u>	<u>140</u>
Police Captain	143
Police Chief	146
Police Lieutenant	141
Public Information Officer	131
Recreation Programs Supervisor	131
Senior Planner	138
Systems Administrator	136
Utilities Director	146
Utility Billing Supervisor	135
<u>Utility Operations Manager</u>	<u>143</u>
Utility Operations Superintendent	138

Non-Exempt Classifications	Pay Grade
Accounting Clerk	128
Administrative Coordinator	131
Administrative Specialist	128
Airport Operations Specialist	131
Building Inspector	135
Camp Leader	117
Chief Plant Operator, Utilities	133
<u>Childcare Professional</u>	<u>120</u>
Code Compliance Officer	131
Code Enforcement Manager	134
Communications Officer Supervisor	129
Customer Service Specialist	126
Deputy Wastewater Superintendent	136
<u>Electrician</u>	<u>131</u>
Electrician/HVAC Technician	131
Engineer I	132
<u>Evidence & Property Custodian</u>	<u>130</u>
Fire Inspector	134
Fire/Rescue Captain	138
Fire/Rescue Engineer	133
Fire/Rescue Lieutenant	136
Firefighter /EMT	131
Firefighter/Paramedic	131
Foreman	131
Heavy Equipment Operator	128
Help Desk Specialist	130
Information Technology Technician	132
Intern I	117
Intern II	125
Irrigation/Maintenance Tech	126
Maintenance Assistant	122
Maintenance Tech	127
Maintenance Worker	123
Master Mechanic	130
Mechanic	127
Meter Reader	126

Ocean-Rescue Lifeguard I	124
Ocean-Rescue Lifeguard II	125
Ocean-Rescue Lifeguard III	126
Ocean-Rescue Supervisor	129
Non-Exempt Classifications (continued)	Pay Grade
Office Assistant	123
Permit Specialist	128
Plans Examiner	136
Plant Operator	130
Police Detective	22
Police Officer	22
Police Reserve Officer	122
Police Sergeant	26
Police Service Aide	125
Pool Lifeguard	117
Purchasing Agent	132
Records Coordinator	129
Recreation Aide	117
Recreation Leader	124
Sign Technician	127
Sr. Electrician/HVAC Technician	133
Sr. Maintenance Worker	125
Sr. Plans Examiner	138
Sr. Police Reserve Officer	130
Sr. Water Safety Instructor/Lifeguard	120
Staff Assistant	126
Street Maintenance Tech	126
Utility Billing Specialist	128
Warehouse Tech	128
Water Collector	124
Water Fitness Instructor	126
Water Locator	123
Water Safety Instructor	119
Water Tech I	126
Water Tech II	128
WW Plant Operator Trainee	126
WW Systems Tech I	126

WW Systems Tech II	128
Youth Program Supervisor	128

SECTION 2. CONSOLIDATED PAY PLAN. The Classified Service Pay Schedule for Department Heads and General Employees (Appendix "A") and Fire Employees (Appendix "B") and the Police Officer Pay Schedule (Appendix "C") are hereby adopted for the budget year 2016-2017.

SECTION 3. 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 4. EFFECTIVE DATE. This Ordinance shall be effective on October 1, 2017, after its second reading, public hearing and final adoption.

ADOPTED by the City Commission this 3rd day of October, 2017.

CITY OF FERNANDINA BEACH

ROBIN C. LENTZ
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

Date of First Reading: September 5, 2017
Date of Second Reading: October 3, 2017
And Public Hearing: October 3, 2017
Date of Final Passage:

Appendix "A"						
Classified Service Pay Scale						
General Employees						
Effective October 1, 2017						
Grade	Minimum	Hourly min	Midpoint	Hourly Mid	Maximum	Hourly Max
117	\$16,962	8.15	\$21,839	10.50	\$26,715	12.84
118	\$17,835	8.57	\$22,962	11.04	\$28,090	13.50
119	\$18,729	9.00	\$24,113	11.59	\$29,498	14.18
120	\$19,644	9.44	\$25,292	12.16	\$30,939	14.87
121	\$20,644	9.93	\$26,579	12.78	\$32,514	15.63
122	\$21,644	10.41	\$27,867	13.40	\$34,090	16.39
123	\$22,251	10.70	\$29,042	13.96	\$35,833	17.23
124	\$23,900	11.49	\$30,771	14.79	\$37,643	18.10
125	\$25,071	12.05	\$32,279	15.52	\$39,486	18.98
126	\$26,384	12.68	\$33,941	16.32	\$41,498	19.95
127	\$27,667	13.30	\$35,622	17.13	\$43,576	20.95
128	\$29,029	13.96	\$37,375	17.97	\$45,721	21.98
129	\$30,498	14.66	\$39,266	18.88	\$48,034	23.09
130	\$31,988	15.38	\$41,185	19.80	\$50,381	24.22
131	\$33,594	16.15	\$43,252	20.79	\$52,911	25.44
132	\$35,271	16.96	\$45,411	21.83	\$55,551	26.71
133	\$37,039	17.81	\$47,687	22.93	\$58,336	28.05
134	\$38,894	18.70	\$50,076	24.08	\$61,258	29.45
135	\$40,840	19.63	\$52,582	25.28	\$64,323	30.92
136	\$42,875	20.61	\$55,202	26.54	\$67,529	32.47
137	\$45,018	21.64	\$57,961	27.87	\$70,903	34.09
138	\$47,266	22.72	\$60,855	29.26	\$74,444	35.79
139	\$49,623	23.86	\$63,890	30.72	\$78,157	37.58
140	\$52,100	25.05	\$67,079	32.25	\$82,058	39.45
141	\$54,715	26.31	\$70,445	33.87	\$86,176	41.43
142	\$57,458	27.62	\$73,977	35.57	\$90,496	43.51
143	\$60,332	29.01	\$77,677	37.34	\$95,023	45.68
144	\$63,360	30.46	\$81,575	39.22	\$99,791	47.98
145	\$66,500	31.97	\$85,750	41.23	\$105,000	50.48
146	\$69,825	33.57	\$89,885	43.21	\$109,946	52.86
147	\$73,316	35.25	\$111,648	53.68	\$149,975	72.10

Appendix "B"							
CLASSIFIED SERVICE PAY SCALE							
FIRE DEPARTMENT*							
Effective October 1, 2017							
Title	Grade	Min Annual	Hourly Min	Midpoint	Hourly Mid	Max Annual	Hourly Max
Firefighter/EMT and FF/Paramedic	131	\$33,594	\$11.54	\$43,253	\$14.85	\$52,911	\$18.17
Fire/Rescue Engineer	133	\$37,039	\$12.72	\$47,688	\$16.38	\$58,336	\$20.03
Fire/Rescue Lieutenant	136	\$42,875	\$14.72	\$55,202	\$18.96	\$67,529	\$23.19
Fire/Rescue Captain	138	\$47,266	\$16.23	\$60,855	\$20.90	\$74,444	\$25.56
*Firefighters are non-exempt (hourly) employees. Approximation of annual compensation is determined on the basis of normally scheduled hours worked (2912 annually) times the hourly rate.							

Appendix "C"							
CLASSIFIED SERVICE PAY SCALE							
POLICE DEPARTMENT*							
Effective October 1, 2017							
Title	Grade	Min Annual	Hourly Min	Midpoint	Hourly Mid	Max Annual	Hourly Max
Police Officers and Police Detectives	22	\$38,504	\$17.63	\$46,705	\$21.39	\$54,906	\$25.14
Police Sergeants	26	\$51,804	\$23.72	\$61,938	\$28.36	\$72,072	\$33.00
*Police Officers are non-exempt (hourly) employees. Approximation of annual compensation is determined on the basis of normally scheduled hours worked (2184 annually) times the hourly rate.							

September 20, 2017
News Headline Edition

SCANNED
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**NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH**

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, October 3, 2017, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2017-22

AN ORDINANCE OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AN AMENDED CLASSIFICATION PLAN FOR FISCAL YEAR 2017/2018, PURSUANT TO SECTION 120 OF THE CITY CHARTER AND SECTION 62-247 OF THE CODE OF ORDINANCES OF THE CITY; 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: Discussion
Arts and Culture Nassau Ordinance

ITEM TYPE: Discussion

REQUESTED ACTION: Discussion

SYNOPSIS: Recently, Arts and Culture Nassau recommended to the City Commission that the public art permit fee and process be eliminated since there is no City staff oversight and no public art fund which is required by the Ordinance. Arts and Culture Nassau does review requests for public art installations, but has no mechanism for collecting and documenting the permit or the fee.

Also, temporary art installations require that the artist (or sponsoring entity) carry liability insurance to protect the City from potential liability. This Ordinance could be simplified by requiring a right-of-way permit or facilities use agreement which will require insurance. The Arts and Culture Nassau could still review these applications for public art installations but with a right-of-way permit or facilities use agreement instead of the art permit.

FISCAL IMPACT: Fiscal impact will be nominal.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nan Voit, Parks & Recreation Director 09/21/2017

Tammi E. Bach, City Attorney 09/25/2017

Dale Martin, City Manager 09/25/2017

Date: August 16, 2017

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION:

• **ARTICLE III. - ART IN PUBLIC PLACES**

• **Sec. 70-150. - Purpose.**

The City of Fernandina Beach recognizes that providing for public art and enhancing the appearance of buildings and spaces provides benefits to the community by expanding the historical, cultural, and creative knowledge of citizens. It further recognizes the diverse aesthetic character of the city's built environment is vital to the quality of the life of its citizens, the economic successes of its businesses, an attraction for visitors and a benefit to tourism; and that a public art and design program contributes to the aesthetic enhancement of the community.

(Ord. No. 2012-03, § 2, 5-1-12)

• **Sec. 70-151. - Definitions.**

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Aggregate job value means the total of all construction costs associated with a particular permanent art installation. Construction costs shall include all labor, structural materials, plumbing, electrical, mechanical, infrastructure, and site work.

Art, artwork, or works of art means tangible creations by an artist exhibiting the highest quality of skill and aesthetic principles and includes all forms of the visual arts conceived in any medium, material, or combination thereof, including, but not limited to, paintings, sculptures, engravings, carvings, frescos, stained glass, mosaics, mobiles, tapestries, murals, photographs, video projections, digital images, bas-relief, high relief, fountains, kinetics, collages, drawings, monuments erected to commemorate a person or an event, functional furnishings, such as artist designed seating and pavers, unique or original architectural elements and artist designed landforms or landscape elements. The following shall not be considered artwork or works of art for purpose of this article:

- (1) Reproductions or unlimited copies of original artwork,
- (2) Art objects, which are mass-produced, or
- (3) Works that are decorative, ornamental, or functional elements of the architecture or landscape design, except when commissioned from an artist or designed as an integral aspect of a structure or site.

Art in Public Places Design Guidelines means a set of guidelines established by the Arts and Culture Nassau in cooperation with the city attorney and city staff to provide procedures for the review and approval of public art.

Art in Public Places Program fund means a separate, non-interest bearing account set-up by the city to receive monies for the Art in Public Places Program.

Art permit fee shall be a one-time fee to be paid by the artist or entity applying for each temporary art installation. The fee shall go into the Art in Public Places maintenance fund and be utilized for the creation of artist recognition plaques and insurance coverage.

Artist or professional artist means a practitioner in the visual arts, generally recognized by critics and peers as a professional in the field. Indications of a person's status as a professional artist include, but are not limited to, income realized through sole commission of artwork, frequent or consistent art exhibitions, placement of artwork in public institutions or museums, receipt of honors and awards, and training in the arts.

Arts and Culture Nassau is the advisory board established by the City of Fernandina Beach City Commission, pursuant to Resolution 2007-102 as amended, shall oversee and administer the Art in Public Places Guidelines.

License agreement shall be a temporary agreement between the city and an artist to place art in temporary art locations on city property.

Permanent art means artwork created either as a donation to the city or by the city and intended to be in place for a period greater than one year. Permanent art shall be installed in cooperation with the artist. The city shall be responsible for ongoing maintenance activities for the life of the artwork.

Publicly accessible means locations that are open to the general public during normal business hours and are visible by the general public at all times.

Temporary art locations means artwork intended to be temporary in nature and lasting no longer than one year. Temporary artwork must be installed, maintained, and removed in compliance with the approval received by the Arts and Culture Nassau. Any temporary artwork which becomes defaced, altered from its original approval, or destroyed is subject to immediate removal and loss of its approved status.

(Ord. No. 2012-03, § 3, 5-1-12)

- **Sec. 70-152. - Committee roles and responsibilities.**

The Arts and Culture Nassau committee shall administer the Art in Public Places Program. Its purpose, functions, role, and responsibilities within the Art in Public Places Program shall be as follows:

- (1) Develop guidelines, selection procedures, and organizational policies for both temporary and permanent artwork to facilitate the Art in Public Places Program.
- (2) Review and approve temporary art installations for compliance with the established Art in Public Places Guidelines with final approval granted by the Arts and Culture Nassau. Temporary art locations shall be determined by the city manager or his/her designee. Temporary art locations will be specific and are subject to change. The Arts and Culture Nassau may issue recommendations for extending or relocating temporary art to the city commission.
- (3) Review and issue a recommendation on all permanent art installations pending review by the historic district council, if located within a designated historic district or the Community

Redevelopment Area (CRA), and provide notice to applicants that all permanent works of art are subject to final approval by the city commission. Permanent art locations shall be determined on a case by case basis.

- (4) Establish artist recognition procedures for the placement of plaques. This shall apply to both temporary artwork and permanent art installations. Plaques recognizing the artist shall become property of the city.
- (5) Prepares an annual Art in Public Places Program expenditure plan for the monies in the Art in Public Places fund for approval by the city commission during its annual budget review process.
- (6) Related to city construction projects, in concert with city staff, is responsible for working with appropriate department program planning; designating temporary public art locations and long-term/ permanent public art locations; provide support in determining project scope and budget; managing the artist selection process; commission artworks; approve design, execution and placement of artworks from the city's public art collection.
- (7) Issue recommendations to the city commission on final selection of permanent art installations for purchase. Any approvals for purchase are then guided by the city's purchasing requirements.
- (8) Recruit professionals in the visual arts and design fields to serve in the artist selection process in order to ensure works of highest quality.
- (9) Encourage public art throughout the city and shall educate and stimulate participation of all citizens in a joint public and private effort to promote art in public places.
- (10) Ensure appropriate community participation in this process and provides public education activities as part of public art projects.
- (11) Coordinate, investigate, review, and recommend to the city commission other means by which artworks may be obtained, including donations to the Art in Public Places Program, and grant applications for public art projects.
- (12) Administer the city's donation policy for artwork in cooperation with the city attorney's office and the city's finance department.
- (13) Special events as permitted by the city, in which artwork may be displayed as part of the event on city rights-of-way or within public parks, are exempt from necessary public art permitting requirements. All artwork exempt from public art permit requirements must be removed within 24 hours of the end of the permitted special event.

(Ord. No. 2012-03, § 4, 5-1-12)

• **Sec. 70-153. - Ownership and maintenance.**

- (a) The city shall retain ownership of all permanent works of art acquired and shall retain title to each work of art.
- (b) Artwork which has been donated to the city as a permanent art installation becomes property of the city upon formal acceptance by the city commission. The city, in cooperation with the artist shall install the artwork. All maintenance activities will be conducted by the city indefinitely or until the artwork is removed.
- (c) All contracts for artwork that will be acquired or accepted for ownership by the city must be reviewed and approved by the city attorney's office.
- (d) Ownership of all works of art incorporated into private construction projects, as may be required for development approval, shall be vested in the property owner who shall retain title to each work of art. If the property is sold, the seller may either:
 - (1) Include restrictions in the deed that require maintenance of the artwork and prevent its removal from the property;
 - (2) Transfer ownership of the artwork to the City of Fernandina Beach to be maintained as public artwork; or
 - (3) Remove the artwork and make a contribution to the Art in Public Places Program fund in an amount equal to 0.75 percent of its initial aggregate job value.
- (e) If the title is passed to a subsequent owner and, as a result, a deed restriction exists as to the artwork, the subsequent owner shall maintain the artwork in accordance with applicable codes or other established guidelines. The artwork cannot be altered, modified, relocated, or removed other than as provided herein without prior approval of the Arts and Culture Nassau.
- (f) Artwork owners will be required to maintain the work of art in good condition in the approved location, as required by code or other applicable guidelines for all temporary artwork installations including, but not limited to, normal code enforcement rules, to ensure that proper maintenance is provided.
- (g) The artwork owner may request that artwork be removed from the site due to hardship with the approval of the Arts and Culture Nassau. In addition, in the event there is a condition that occurs outside of reasonable control of the owner, then this provision may be implemented with the approval of the Arts and Culture Nassau.

(Ord. No. 2012-03, § 5, 5-1-12)

• **Sec. 70-154. - Art in Public Places Program fund.**

- (a) The city shall maintain a separate accounting of monies received for the Art in Public Places Program which shall consist of the following:
 - (1) All funds received as part of the art permit fee.

- (2) All funds donated to the city for purposes of the creation or maintenance of public art or for purposes of community outreach and education furthering the mission of the Arts and Culture Nassau; and
 - (3) Any funds allocated by the city for the Art in Public Places Program through the budgetary process.
-
- (b) The Art in Public Places monies shall be used solely for expenses associated with the selection, commissioning, acquisition, installation, maintenance, administration, removal, and insurance of work of art or public education in relation thereto at the discretion of the city commission. Such funds shall be administered by the city in consultation with Arts and Culture Nassau. Custody of the Art in Public Places funds shall remain with the city and all city policies and procedures shall be strictly adhered to regarding the oversight of such funds. Programming of art in public places expenditures for new artwork shall be included in the annual capital improvements plan and expenditures related to ongoing maintenance of the Art in Public Places Program shall be included in the operating budget of the city.
 - (c) A minimum of ten (10%) percent of all non-restricted Art in Public Places Program funds which are applied to city-owned public art projects shall be deposited into an Art in Public Places "maintenance" account. The "maintenance account" shall be administered by city staff as a function of the Art in Public Places Program.

(Ord. No. 2012-03, § 6, 5-1-12)